PUBLIC BUILDING COMMISSION OF CHICAGO

AND

ATC GROUP SERVICES LLC d/b/a ATLAS TECHNICAL

FOR

CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES (PS3085A)

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

FIRM NAME:	ATC Group Services d/b/a Atlas Technical
CONTACT NAME:	Craig Wilson, Sr. Project Manager | Operations Director
CONTACT TELEPHONE:	219-922-7235
CONTACT EMAIL:	craig.wilson@oneatlas.com
ADDRESS:	1815 South Meyers Road, Suite 1050 Oakbrook Terrace, Illinois 60181

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES – PS3085A

THIS AGREEMENT effective as of January 1, 2024, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the **"Commission"**), and **ATC Group Services d/b/a Atlas Technical,** with offices at 1815 South Meyers Road, Suite 1050, Oakbrook Terrace, Illinois 60181 (the **"Consultant"**).

Recitals:

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

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

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

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

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

EXECUTION PAGE
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES – PS3085A

PUBLIC BUILDING COMMISSION OF CHICAGO

Date: 01/22/2024

Mayor Brandon Johnson
Chairman

ATTEST:

Mary Pat Witry Date: 1/17/2024

Mary Pat Witry
Secretary

CONSULTANT: ATC Group Services d/b/a Atlas Technical

David M. Pahotak Senior Vice President Date: 1/5/24

President or Approved Signatory

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Oakland

State of: Michigan

Subscribed and sworn to before me by David Pahotak and _____

on behalf of Consultant this 5th day of Jan. 2024

Abigail D Jardine

Notary Public

My Commission expires: 5-27-2024

(SEAL OF NOTARY)

Approved as to form and legality:

Anne L. Fredel Date: 1/16/2024

Neal & Leroy, LLC

STATE OF MICHIGAN NOTARY PUBLIC

ABIGAIL D JARDINE
My Commission Expires
May 27, 2024
County of Wayne
Acting in the County of Oakland

SCHEDULE A
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Engagement and Standards for Performing Services.

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

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

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

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

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

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

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

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

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

6. Duties and Obligations of Consultant.

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

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

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

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

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

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

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

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

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

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

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

knowledgeable of the Services.

7. **Term.**

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

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

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

8. **Compensation of Consultant; Submission of Invoices through e-Builder.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of $2,500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the e-Builder System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through e-Builder will result in delayed or non-payment to the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

12. Default.

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

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

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

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

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

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

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

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

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

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

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

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

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

17. **Miscellaneous.**

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

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

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

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

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

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

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

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

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

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SCHEDULE B
SCOPE OF SERVICES

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 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 fireproofing, 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 timeline 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".

The Commission reserves the right to amend, delete, change, alter, and or otherwise modify the Services requested at any time.

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

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

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

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

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

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

C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

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

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

C.3 METHOD OF PAYMENT

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

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

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

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ATLAS TECHNICAL CONSULTANTS LLC (ATLAS)
LOADED HOURLY RATES
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES
PS3085A

Complete the followng 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.

	DESCPRIPTION	UOM	QTY		COST
SITE WORK					
A	Moisture Density Curve (Proctor)	Each	1	$	200.00
B	Soil Bearing and Compaction Test	Per hour	1	$	125.00
C	Asphalt Compaction Testing	Per hour	1	$	125.00
CONCRETE					
A	Concrete Test Cylinders, 6" x 12"	Each	1	$	22.00
B	Floor Flatness Testing, Machine and Labor	Day	1	$	1,250.00
C	Substrate Moisture Test Equipment and Labor	Day	1	$	1,250.00
UNIT MASONRY					
A	Clay Masonry Unit Test	Each	1	$	42.00
B	Concrete Masonry Unit Test	Each	1	$	92.00
C	Masonry Prisms	Each	1	$	97.00
D	Grout Pinwheels	Each	1	$	25.00
E	Mortar 2" X 2" Cylinders	Each	1	$	25.00
METALS					
A	Ultrasound Weld Flaw Detector	Day	1	$	1,250.00
B	Radiographic Tester	Day	1	$	1,500.00
C	Magnetic Particle Tester and Yoke	Day	1	$	1,250.00
SPRAYED-ON FIREPROOFING, FIRESTOPPING, AND FIRE-RESISTIVE JOINT SYSTEMS					
A	Thickness and Density of MaterialTesting	Per hour	1	$	120.00
B	Bonding Strength to Surfaces Testing	Each	1	$	132.00
C	Firestopping Through Penetration Testing	Per hour	1	$	135.00
D	Fire Resistance Testing	Per hour	1	$	135.00
MISCELLANEOUS					
A	Liquid Penetrant Testing Equipment	Day	1	$	132.00
B	Water Spray Test Equipment	Day	1		$2,250.00
C	Field Technician Rate	Per hour	1	$	110.00
D	Project Manager Rate	Per hour	1	$	150.00
E	**Night/Saturday Shift Field Technician**	Per hour	1	$	243.00
E	**Sunday Shift Field Technician**	Per Hour		$	324.00

NOTES:

1. All services associated with the above allowance table shall be approved in writing by the Authorized Commission Representative prior to proceeding with the service.

2. Authorized additional services (including re-work) will be paid for in accordance with the above allowance table.

3. All unused portions of the allowance funds must be returned to the Commission in the form of a deductive Change Order prior to Final Completion of the Task Order.

SCHEDULE D
INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

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

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

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

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

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

D.1.5 Property

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

D.1.6 Valuable Papers

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

D.1.7 Contractors Pollution Liability

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

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

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

D.1.8 Railroad Protective Liability

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

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

D.2. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/13/2024 1/9/2024

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

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

PRODUCER Lockton Insurance Brokers,LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1528938 ATC Group Services, LLC dba Atlas Technical Consultants, LLC 13215 Bee Cave Pkwy Building B, Suite 230 Austin, TX 78738	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Steadfast Insurance Company — 26387 INSURER B : Zurich American Insurance Company — 16535 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES ATSI23 **CERTIFICATE NUMBER:** 20192010 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X X,C,U Included X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC X OTHER: Policy Aggregate $6M	Y	Y	GPL 0217085-08	11/13/2023	11/13/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 6,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	N	BAP 0217109 08	11/13/2023	11/13/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	N	SXS 0217077-08	11/13/2023	11/13/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC0217111-08	11/13/2023	11/13/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Env Contr Poll Env Prof (E&O)	Y	N	GPL 0217085 08 GPL 0217085-08	11/13/2023 11/13/2023	11/13/2024 11/13/2024	Per Occur/Agg:$2,000,000/$6,000,000 Per Claim/Agg:$2,000,000/$6,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
** See Page 2 **

CERTIFICATE HOLDER

20192010
Public Building Commission of Chicago
50 West Washington Street, Room 200
Chicago IL 60602

APPROVED
JLB
3/26/2024

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

RE: PS3085A Construction Material Testing and Inspection Services. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission are Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law. Notice of Cancellation applies as per attached endorsement or policy language.

The Excess Liability policy is excess of the underlying General Liability, Automobile Liability, Employers' Liability, Professional Liability, and Contractor's Pollution Liability. Excess Liability policy is following form of the underlying policies.

The General Liability, Contractor's Pollution Liability and Professional Liability are part of a package policy. The Aggregate reflected for these coverages is a combined aggregate and not separate aggregates for each coverage.

The General Liability policy includes blanket additional insured and Waiver of Subrogation endorsements that provide additional insured status to the certificate holder and Waiver of Subrogation only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The Business Auto policy includes blanket additional insured and Waiver of Subrogation endorsements that provide additional insured status to the certificate holder and Waiver of Subrogation only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The Business Auto policy contains a special endorsement with "Primary and Noncontributory" wording.

Contractor's Pollution Liability policy includes blanket additional insured and Waiver of Subrogation endorsements that provide additional insured status to the certificate holder and Waiver of Subrogation only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The Contractor's Pollution Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, as permitted by law.

Stop Gap coverage included. ND, OH, WA, WY.

Atlas Technical Consultants, Inc.
Schedule of Named Insureds

1 Alliance Geomatics, LLC
Alta Vista Engineering Services AG
Alta Vista Solutions Inc.
Arrow ATC Holdings, LLC
Arrow Environmental Holdings LP
Arrow Environmental Holdings, GP LLC
ATC Associates of North Carolina, PC
ATC Associates of Ohio, LP
ATC Associates, Inc.
ATC Construction Services, Inc.
ATC Engineering of Michigan, LP
ATC Engineering, LLP
ATC Environmental, Inc.
ATC Group Holdings LLC
ATC Group Partners LLC
ATC Group Services LLC
ATC Group Services, LLC dba Atlas Technical Consultants, LLC
ATC Holding, Inc.
ATC Leasing Company, LLC
ATC New England Corporation
ATC Sole Member LLC
Atlantic Engineering Laboratories of New York, Inc.
Atlantic Engineering Laboratories, Inc.
Atlantic Engineering Laboratories, LLC
Atlas ATC Engineering, Inc.
Atlas Consulting Services
Atlas Engineering West, Inc.
Atlas Intermediate Holdings LLC
Atlas TC Holdings LLC
Atlas Technical Consultants Holdings, LP
Atlas Technical Consultants LLC
Atlas Technical Consultants Sole Member LLC
Atlas Technical Consultants, Inc.
Bananza Industries, Inc.
BCM Engineering, Inc.
Beest Express, LLC
Caitcon, LLC
Cardno ATC (MA), Inc.
CEL Consulting, LLC
Consolidated Engineering Laboratories
Dexter ATC Field Services LLC
Dexter Field Services, LP
Engineering & Testing Services LLC
Engineering Services, LLC
Environmental Compliance Services, Inc.
ETS-ESC Holdings LLC
Geosphere Consultants, Inc.
HES Testing, LLC
Long Engineering, Inc.
Long Engineering, LLC
Materials Testing & Inspection, LLC
O'Neill Service Group, LLC
Oris Solutions, LLC
Pavetex Engineering, LLC fka PaveTex Engineering & Testing
Piedmont Geotechnical Consultants, LLC
Pipeline Environmental Services
Plant Services
Quality Assurance Engineering, Inc.
Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories
Rocky Mountain PSI, LLC
Sage ATC Environmental Consulting LLC
Sage ATC Environmental Holdings LLC
Sge Engineering, Inc.
Sage Environmental Consulting, LP
Sage Environmental Holdings, LLC
SCST, LLC
Southwest Geophysics, LLC
The Environmental Institute
Transmart Technologies, LLC
TanSmart, Inc.
TranSmart, LLC
United Testing, LLC fka United Testing Corporation
WesTest, LLC
Wilkins Environmental Consulting, Inc.
WSP- Atlas
Midtown Engineers LLC

Attachment Code: D630735 Certificate ID: 20192010

Additional Insured-Automatic-Owners, Lessees Or

Contractors

Coverage Part One•Commercial General Liability
Coverage Part Two-Contractor's Pollution Liability

ZURICH

Policy No.	Eff. Date of Pol.	Exp Date of Pol.	E ff Date of End.	Producer	Add? Prem.	Return Prem.
GPL 0217085-08	11/13/2023	11/13/2024	11/13/2023	14317000	-	-

Named Insured and Mailing Address:Producer:

ATLAS TECHNICAL CONSULTANTS, INC.
13215 BEE CAVE PKWY, BUILDING A, SUITE 250
AUSTIN, TX 78738.

Lockton Insurance Brokers, LLC
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provded under the following:

Environmental Services Package Policy

[X] COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY

[X] COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

tWho is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this pol icy under a written contract or written agreement.

2. The insurance provided to the additional insured person(s) or organ zation(s) applies only to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A- BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B -PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:

      (1) Your acts or omissions; or

      (2) The acts or omissions of those acting on your behalf;

      In the performance of:

         (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or

         (b) "Your work' completed as included in the "products-competed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or

   b "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:

      (1) Your acts or omissions; or

      (2) The acts or omissions of those acting on your behalf,

      In the performance of:

         (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law: and

   b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.

4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III —Limits Of Insurance and Deductible:**

   The most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the written contract or written agreement you have entered into with the additional insured; or

   b. Available under the applicable Limits of Insurance shown in the Declarations,

   whichever is less.

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

5. The insurance provided to the additional insured person or organization does not apply to:

   "Bodily injury', "property damage or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

   (1) The preparing. approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys. field orders, change orders or drawings and specifications: and

   (2) Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural. engineering or surveying services.

6. The additional insured must see to it that:

   a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim:

   b. We receive written notice of a claim or "suit" as soon as practicable; and

   c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:

   a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

      Primary and Noncontributory Insurance

      This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that

      (1) The additional insured is a Named Insured under such other insurance: and

      (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

   b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

      This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense. claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and noncontributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement shaving the additional insured in a Schedule of additional insureds. and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0217085-08	11/13/2023	11/13/2024	11/13/2023	14317000	----------	

Named Insured and Mailing Address:
ATLAS TECHNICAL CONSULTANTS, INC.
13215 BEE CAVE PKWY, BUILDING A, SUITE 250
AUSTIN, TX 78738

Producer:
Lockton Insurance Brokers, LLC
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

[X] COVERAGE PART ONE – COMMERCIAL GENERAL
[X] COVERAGE PART TWO – CONTRACTOR'S POLLUTION
[X] COVERAGE PART THREE – PROFESSIONAL

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Attachment Code: D630738 Certificate ID: 20192010

Blanket Notification to Others of Cancellation

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0217085-08	11/13/2023	11/13/2024	11/13/2023	14317000	----------	

Named Insured and Mailing Address:
ATLAS TECHNICAL CONSULTANTS, INC.
13215 BEE CAVE PKWY, BUILDING A, SUITE 250
AUSTIN, TX 78738

Producer:
Lockton Insurance Brokers, LLC
777 S. Figueroa, 52nd Floor
Los Angeles, CA 90017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Agribusiness Pollution Liability Insurance Policy - Claims Made and Reported Coverage
Commercial Umbrella Liability Policy
Commercial Umbrella Liability Policy – Claims Made and Reported Coverage
Contractor's Pollution Liability Insurance Policy
Contractor's Pollution Liability Insurance Policy - Claims Made and Reported Coverage
Environmental Cleanup and Liability Insurance Policy - Claims Made and Reported Coverage
Environmental Impairment Liability Insurance Policy - Claims Made and Reported Coverage
Environmental Services Package Policy
Excess Environmental Insurance Policy - Claims Made and Reported Coverage
Follow Form Excess Liability Policy
Follow Form Excess Liability Policy – Claims Made and Reported Coverage
Healthcare Pollution Liability Insurance Policy - Claims Made and Reported Coverage
Lender Environmental Collateral Protection and Liability Insurance Outstanding Loan Balance - Claims Made and Reported Coverage
Lender Environmental Collateral Protection and Liability Insurance Policy – Claims Made and Reported Coverage
Professional Consultant's Liability Insurance Policy - Claims Made and Reported Coverage
Professional Environmental Consultant's Liability Insurance Policy
Professional Environmental Consultant's Liability Insurance Policy - Claims Made and Reported Coverage
Public Entity Pollution Liability - Claims Made and Reported Coverage
Real Estate Environmental Liability Insurance Policy - Claims Made and Reported Coverage
Remediation Stop Loss
Z Choice Pollution Liability
Z Choice® Real Estate Environmental Liability - Claims Made and Reported Coverage
Z Choice™ Pollution Liability - Claims Made and Reported Coverage
Z Link® Commercial General and Pollution Liability

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such policy has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

COI_ATCGroupServicesdbaAtlasTechnical_PS3085A_1TLSvcs_20241113

1. Must be initially provided to us within 15 days:
   a. After the beginning of the policy period shown in the Declarations; or
   b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2. 3.** and **4.** above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;
2. Negate the cancellation; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Attachment Code: D630742 Certificate ID: 20192010

Coverage Extension Endorsement – Liability Only

Policy f No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0217109 08	11/13/2023	11/13/2024	11/13/2023	14317000		---------- _

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a.

b. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

d. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

e. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written
contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained

the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability**

Coverage are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "a3c cident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a

da" y because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/13/2023 Policy No. WC0217111-08 Endorsement No.
Insured Premium $

Insurance Company

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0217109 08	11/13/2023	11/13/2024	11/13/2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Underlying Insurance Amendment – Additional Insured

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
SXS 0217077-08	11/13/2023	11/13/2024	11/13/2023	14317000	--------	----------

Named Insured and Mailing Address:

ATLAS TECHNICAL CONSULTANTS,INC.
13215 Bee Cave Pkwy, Building A
Suite 250 Austin, TX 78738

Producer:

Lockton Insurance Brokers, LLC
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to Definition **G.** of **SECTION VI. DEFINITIONS, underlying insurance,** as paragraph two

(2):

Underlying insurance also includes any person or organization qualifying as an additional insured in the **underlying insurance** but only to the same extent that such person or organization is an additional insured

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

BY:_____ _____
Authorized Representative Date

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Other Insurance Condition Amendment

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
SXS 0217077-08	11/13/2023	11/13/2024	11/13/2023	14317000	---------	----------

Named Insured and Mailing Address:

ATLAS TECHNICAL CONSULTANTS, INC.
13215 Bee Cave Pkwy, Building A
Suite 250
Austin, TX 78738

Producer:

Lockton Insurance Brokers, LLC
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SECTION V. CONDITIONS, CONDITION G. Other Insurance is deleted in its entirety and replaced with the following:

G. Other Insurance

If other insurance applies to damages that are also covered by this policy, this policy will apply excess of the other insurance. However, this provision will not apply:

1. If the other insurance is written to be excess of this policy; or
2. **If the Named Insured has agreed in a written contract to carry insurance to apply prior to and be non-contributory with that of another person or organization's insurance, the other insurance of that person or organization will apply as excess and not contribute prior to the insurance afforded by this policy.**

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Signed by: _____
Authorized Representative Date

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SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

a.b – Project Manager

CRAIG WILSON, SENIOR PROJECT MANAGER | POINT OF CONTACT

Craig Wilson has nearly 20 years in construction materials testing, special inspection, geotechnical services, and project management. He has performed civil engineering, project management, geotechnical and construction inspections, field testing activities, and construction lab management services since 2003 on various types and scales of construction projects.

He maintains knowledge in the applicable ICC, ASTM, AASHTO, and ACI standards for construction testing and inspections. Mr. Wilson leads and coordinates the activities of inspectors, field technicians, and laboratory technicians. Additionally, he has experience developing DOT standards and specifications throughout the country and managing product evaluation programs for statewide use of pre-approved construction products.

Mr. Wilson has led sampling, testing, and inspection of many similar projects and tasks over the past several years. He has extensive experience on a diversity of projects including high-rise developments to small municipal improvements. He has developed a great relationship with many municipalities throughout various states.

He regularly provides inspection and testing on projects in the Chicago area and fully understands the needs of the Public Building Commission. Atlas' project manager will provide individuals working on a specific task with the expected time allotted for that task. By establishing a budget and communicating the project expectations for our services at the beginning of a project to all individuals involved, Atlas can complete tasks efficiently and within the committed timeframe.

a.b.i – Project Manager Experience Table

Da AM I NPcT S UaT NGDe R AS AJ Ga					
Project Name	**Location**	**Project Type**	**Description**	**Value**	**Completion**
Woodfield Village Green Redevelopment	Schaumburg, IL	Commercial	Building and Site Redevelopment	$48,244	08/2021
College of San Mateo Tank Replacement	DeKalb, IL	Industrial	Water Tank Replacement	$6,978	03/2022
Project Winnie	Bristol, IN	Commercial	800K SF of Building Construction	$1,628,437	05/2023
Walmart Lansing #2817-202	Lansing, IL	Commercial	Building Addition and Site Work	$43,537	09/2022
Tommy Car Wash	Lombard, IL	Commercial	Site Work and Car Wash Construction	$13,317	05/2022
4714 Sheridan Road CWI	Chicago, IL	Residential	Apartment Close-out Welding Insp.	$3,600	08/2021
Shoot Point Blank	Villa Park, IL	Commercial	New Building Construction	$6,870	08/2021
Walmart Geneseo # 957-276	Geneseo, IL	Commercial	Building Addition/ Modification and Site Work	$8,892	05/2023
Walmart Sterling #891-237	Olympia Fields, IL	Commercial	Building Addition/ Modification and Site Work	$25,683	01/2023
Xttitrium Glycerin Tank Containments	Mount Prospect, IL	Commercial	Building Addition/ Modification	$5,535	09/2022

a.c – Copies of Current Licenses and Resumes for Key Team

Please see Appendices A and B for Atlas team resumes and certifications.

a.d – Cost Saving Implementation Measures

Atlas has developed a successful management procedure and system for executing multi-year, on-call contracts that require a diversity of specialty services delivered from an experienced team. We continually monitor the budget and communicate with the project representatives of any potential overruns of the testing budget.

Our commercial management approach emphasizes teamwork, strong communication, and developing and maintaining trust. An integral part of the Project Management Plan will be a cost management approach. Atlas Senior Project Manager, Craig Wilson will work together with owners, architects, engineers, construction managers and contractors to ensure budget and scheduling milestones identified and clearly defined to meet the Owner's business goals.

DTce cAi MSJ RGAcf aGc

Project Manager - Atlas accountable person and single point of contact

Local Laboratory – Highland, IN accredited testing laboratory, supported by an additional 5 AASHTO accredited labs in OH, MI, and IN

Multi-certified Inspectors – reduces site visits and total inspection charges

Lessons Learned – identified efficiencies, continual improvement

Built in processes for quality deliverable and data reliability

Planning –safeguard Owner interest

U v E D G v c v

Objective - ensure that each work order issued under this contract is executed on schedule, in a safe, cost-effective manner that is consistent with owner requirements and relevant to applicable codes and regulations.

Communication - plays a major role in the success of a project. We understand how various project delivery methods influence project collaboration and interaction. Atlas is in daily communication with each of our project teams. We know that insufficient communication between team members can lead to costly mistakes and we are committed to helping PBC and PBC Users avoid these issues.

Projected Staffing Plan - that ensures the minimal utilization of more costly positions and reserves those functions for higher end technical review / advisory, regulatory negotiations and work plan development/problem solving. Senior Field Personnel are cross trained to accommodate multiple functions as needed and make up the bulk of the work and budget on a project – scheduling, site management, subcontractor management, draft reporting. Clerical functions are directed by the Project Manager and used as necessary.

Work Order Approval - the project team will be assembled comprised of members having the most appropriate technical background and experience necessary to complete the assignment. Once a task order is issued, the Atlas Project Manager will develop a cost for the proposed work that will identify the proper technical resources and level of effort necessary to accomplish the task. A schedule to complete the task will also be developed and provided based on input received from the owner and its representatives.

Focus on meeting the client's critical path - Our team will evaluate "what if" scenarios and prepare time impact analyses of delays. We will advise and report on possible implications to project milestones and completion dates. Each update is an opportunity for the project team to review progress, identify existing or potential obstacles, and remove barrier to progress.

a.e – Evidence of Accreditation

Please see Appendix E for the required accreditations below.

ASTM E329 – held by Prime, ATC Group Services LLC dba Atlas Technical

ASTM C1077 - held by Prime, ATC Group Services LLC dba Atlas Technical

ASTM C1093 - held by M/WBE Team Partner, Flood Testing Laboratories, Inc

a.f – National Proficiency Program

CCRL for Soils and Concrete - held by Prime, ATC Group Services LLC dba Atlas Technical

AMRL for Soils and Concrete - held by Prime, ATC Group Services LLC dba Atlas Technical

a.g – Evidence of AASHTO Accreditation

Please see Appendix E for the required accreditations below.

R18 or PBC approved equal - held by Prime, ATC Group Services LLC dba Atlas Technical

a.h – Evidence of Ability to Work Through Open Project Issues

Atlas has a proven track record of working through open project issues. Through consistent communication with onsite contractors, PBC staff, and other stakeholders (as directed by PBC), Atlas will ensure that open project issues are discussed, tracked, reconciled, and closed out accordingly. Atlas will maintain deficiency logs with photographic evidence, specification references, locations, and other relevant data and ensure open project issues are reconciled. With open communication, persistence, and support of our management to resolve issues on past projects, we're confident in our ability to work through open project issues during any task orders with PBC.

a.i – Copies of Manuals and Reports

Please see Appendix F for copies of the required items below.

AMRL Inspection Report

CCRL Inspection Report

Quality Manual

C | KEY PERSONNEL, RESUMES & APPLICABLE LICENSES

c.a - Availability / Strengths of Personnel and Staffing

Our professionals have managed thousands of projects, providing effective, safety-oriented solutions for any project's unique challenges. Every facet of our services resides in-house--we are fully accountable for every phase of project from start to finish and we know the importance of quick response and resolution that will facilitate our client's business goals and ensure compliance for their facilities.

Project Management Our project management staff is accustomed to responding timely and effectively to our client's needs. The point of contact (POC) assigned to the PBC contract will work to ensure a quick response pertaining to requests for project inspection services. Being very knowledgeable of the construction material testing services and projects that the PBC might require, Mr. Craig Wilson is an excellent choice for this position.

E GE ND AeGE eGAR c

With 25 years managing on-call, as needed task order-based contracts in the Chicago Metro area, we have found that consistent and regular engagement of committed teams results in a clearer understanding of the client's goals and leads to improvements in project costs without sacrificing quality.

Craig Wilson is **100%** dedicated to PBC projects for the term of the contract. Mr. David McIlwaine, Senior Geotechnical Engineer, and Mr. Parimal Parikh, are available as needed but not less than **60%**. All three of the senior team will be directly involved in contract kick-off, work plan development and project oversight.

Certified Technicians are trained to perform the test, possess the required certifications, and have experience performing the applicable test procedures. Each technician is trained to perform the test by reading and practicing the test method. When the technician is ready, the technician must pass a written and practical test. After passing these examinations, the technician goes through a shadow testing period with an experienced and certified technician until the technician demonstrates proficiency performing the test. The technician is then sent to get certification. The technician certification assures testing accuracy and repeatability. The technicians identified in Item c.b.iii,, Page 20 and the Organizational Chart, Tab 1, Item d, Page 10 are **100%** dedicated to PBC projects for the term of the contract.

National Resources ***We reposition staff and resources during workload surges or expedited schedules to accommodate the project requirements and business goals of our clients*** - A deep bench of resources to meet both planned and emergency response needs. The Atlas team offers a national team of over 3,200 experienced engineering personnel. Of that team, 20% are senior, 35% are mid-level, and 45% are junior level, assuring PBC has the right mix of technical expertise with cost efficient site and field mobilization at every skill level.

c.b – Resumes

Please see Appendix A for Atlas team resumes.

c.b.i – Testing and Inspection Experience for Key Project Personnel

As shown in our Organizational Chart Matrix, and the associated resumes for each team member, we have hundreds of years cumulative experience providing soils, concrete, masonry, steel, and asphalt testing and inspection (See Matrix, Tab 2, Item c.b.iii, Page 20 and Resumes, Appendix A). We will utilize our team to

suit their strengths and ensure that the best personnel with appropriate experience are assigned to tasks accordingly. Our team holds all appropriate certifications to conduct the full scope of work and our laboratories are accredited by the AASHTO Accreditation Program for testing of soils, aggregates, concrete, and/or asphalt along with participation in the Cement and Concrete Reference Laboratory (CCRL) inspection program.

c.b.ii - Copies of Staff Current Licenses

Please see Appendix A for staff licenses and certifications.

c.b.iii - Summary Matrix of Experience for Professional Engineer and Key Personnel

Sr	U r Pv D vr A r	
Craig Wilson	• ACI Concrete Field Testing Technician • APNGA Radiation Safety Training • Portable Nuclear Density Training • DOT Certified Technician	
David McIlwaine, PE	• Professional Engineer: IL #062-073615, 2021 • Portable Nuclear Density Training • NHI Driven Pile Foundations Course • CCS Certified	
Parimal Parikh	• INDOT Laboratory Procedure Qualification • IDOT Aggregate Testing Certification • ACI Concrete Strength Testing Technician • ACI Aggregate Testing Technician • ACI Soils/Flexible Base Testing Technician	
Matt Brading	• INDOT Certified Technician Program Earthwork Construction • ACI Concrete Strength Testing Technician • ACI Aggregate Testing Technician • ACI Soils/Flexible Base Testing Technician	
Aaron Daniels	• ACI Concrete Field Testing Technician • ACI Aggregate Testing Technician • Portable Nuclear Density Training • OSHA 40 Hr HAZWOPER | 8 Hr Refresher	
Vince Galambos	• ACI Concrete Field Testing Technician • APNGA Radiation Safety Training • Portable Nuclear Density Training	
Jose Garcia	• ACI Concrete Field Testing Technician • APNGA Radiation Safety Training • Portable Nuclear Density Training	
Dino Liapis	• ICC Master of Special Inspection • ICC Reinforced Concrete Special Inspector • ICC Structural Welding Special Inspector • ICC Structural Masonry Special Inspector • ICC Structural Steel and Bolting Special Inspector • ICC Spray Applied FireProofing Special Inspector • ICC Soils Special Inspector • ACI Concrete Field Testing Technician • IDOT Aggregate Testing Technician • IDOT Portland Cement Concrete I	• IDOT S-33 Soils • IDOT Nuclear Density Tester • APNGA Nuclear Gauge Safety & USDOT Hazmat Certification • APNGA Radiation Safety Officer • OSHA 40 Hr HAZWOPER | 8 Hr Ref • OSHA 10 Hr Construction Safety • OSHA 30 Hr Construction Safety • OSHA 7.5 Hr Disaster Site Worker • FEMA IS-00100.c • FEMA IS-00200.c • FEMA IS-00700.b

Sr	U r Pv D vr A r	
	• IDOT Portland Cement Concrete II • IDOT Hot Mix Asphalt I • IDOT Hot Mix Asphalt II	• IPAF Types 1b, 3a, 3b • MSHA Part 48B Surface Miner • MSHA Part 48A Underground Miner
Atul Kumar	• ACI Concrete Field Testing Technician • US DOT HAZMAT • IDOT Geotechnical S-33 • IDOT Portland Cement Concrete I • IDOT Portland Cement Concrete II • IDOT Hot Mix Asphalt I	• IDOT Hot Mix Asphalt II • IDOT Bituminous Concrete • IDOT Nuclear Density Tester • Portable Nuclear Density Training • OSHA 40 Hr HAZWOPER | 8 Hr Ref • OSHA 4-Hr Confined Space Entry
Eloy Madrigal	• ACI Concrete Field Testing Technician • US DOT HAZMAT • IDOT Geotechnical S-33 • IDOT 3-Day Mix Aggregate • IDOT Hot Mix Asphalt I • IDOT Hot Mix Asphalt II	• IDOT Portland Cement Concrete I • IDOT Portland Cement Concrete II • IDOT Superpave Field Control • IDOT Bituminous Concrete • IDOT Nuclear Density Tester • Portable Nuclear Density Training
Michael Chiappetta	• IDOT QC/QA Concrete Technician Level I • IDOT QC/QA Nuclear Density Technician • IDOT Hot Mix Asphalt I • IDOT Hot Mix Asphalt II • IDOT Portland Cement Concrete I • IDOT Portland Cement Concrete II • ACI Concrete Testing Technician • Troxler Certified Nuclear Gauge Operator • ICC Reinforced Concrete Inspector • ICC Fireproofing Inspector • ICC Structural Bolt & Welding Special Inspector • ICC Structural Masonry Special Inspector • ICC Pre and Post Stressed Concrete Inspector	• ICC Certified Soils Special Inspector • ICC Master Special Inspector • AWS Certified Welding Inspector • AWS Structural Steel Plans Reader • AWS Structural Bolting Inspector • ASNT NDT Basic Level III Technician • ASNT Visual Inspection Level III Technician • ASNT Magnetic Particle Level III Technician • ASNT Ultrasonic Testing Level III Technician • ASNT Dye Penetrant Testing Level II Technician • 3M Certified Firestop Inspector • FEMA Incident Command • OSHA 40 Hr HAZWOPER | 8 Hr Ref
Daniel Eglar	• American Welding Society Certified Welding Inspector • American Welding Society Structural Bolting Inspector • American Welding Society Certified Structural Steel Plans Reader • ASNT Ultrasonic Testing Technician Levels 1 & 2 • ASNT Magnetic Particle Technician Levels 1 & 2 • ASNT Dye Penetrant Technician Levels 1 & 2 • ACI Concrete Field Testing Technician	

c.b.iv - Responsible Independent Testing Laboratory

Atlas Technical Consultants LLC
2224 Industrial Drive, Suite A
Highland, IN 46322
(Located in the Chicago Metropolitan Area)
Professional Engineer: David McIlwaine, PE
(Copy of PE licenses included in Appendix A)

c.b.v – Independent Testing Laboratory Billable Personnel

The Atlas has identified three proposed contract personnel that are non-inspectors but will be expected to bill on the contract – Craig Wilson, Program Manager; David McIlwaine, PE, Contract Engineer; and, Kim

Gonzales, Assistant Project Manager. Resumes for these Key Personnel are in Appendix A.

c.b.vii – Summary List of Individual Resumes Provided

Name	Contract Role	Years with Current Firm	
Craig Wilson	Sr. Project Manager | Primary Point of Contact	Atlas	7
David McIlwaine, PE	Sr. Geotechnical Engineer | Director of Testing	Atlas	16
Kim Gonzalez	Assistant Project Manager | Administrator	Atlas	4
Parimal Parikh	Laboratory Director	Atlas	4
Matt Brading	Laboratory Manager	Atlas	14
Aaron Daniels	Material Testing Project Manager | QA Manager	Atlas	22
Vince Galambos	Field Testing Technician	Atlas	16
Tony Garcia	Field Testing Technician	Atlas	16
Dino Liapis	Field Testing Technician	Atlas	1
Atul Kumar	Field Testing Technician	Interra	26
Eloy Madrigal	Field Testing Technician	Interra	24
Michael Chiappetta	Field Testing Technician	Flood	13
Daniel Eglar	Field Testing Technician	Flood	19

MATTHEW BRADING

MATERIAL TESTING LABORATORY MANAGER | QA-QC

REGISTRATION
ACI Strength Testing Technician

INDOT Certified Technician Program (Earthwork Construction)

TOTAL YEARS EXPERIENCE
25

YEARS WITH ATLAS
14

EXPERIENCE & RESPONSIBILITIES

Matt Brading is the Construction Materials Laboratory Manager for the Indianapolis office for Atlas with over 25 years' experience in the construction and inspection of public and private projects. Construction materials testing has been performed on large scale highway and bridge projects, site development and utility relocation projects, airport runways, large scale vertical construction in the private sector, and public projects for Indiana DOT.

PROJECT EXPERIENCE

Construction Materials Testing, FedExp Ground Distribution Facility. Project Manager responsible for the construction-phase testing services for a new 250,000 square foot distribution facility. Construction testing services included chemically modified soils placement and compaction, foundation inspection, reinforcing steel inspection, structural concrete testing and inspection, floor flatness testing, and structural steel inspection.

Construction Materials Testing, Eli Lilly Building K-302. Project Manager responsible for the construction phase testing services for a new three-story pharmaceutical production facility within the existing Lilly campus. Construction testing and special inspection services included contaminated soil removal and replacement, sub-grade evaluation, footing inspection, reinforcing steel inspection, structural concrete testing and inspection, floor flatness testing, structural masonry inspection, and structural steel inspection.

Construction Materials Testing, Department of Veterans Affairs, Rodebush Hospital Parking Garage Rehabilitation Project Manager responsible for working in conjunction with the Structural Engineer of Record to perform survey analysis of areas within the existing parking garage requiring rehabilitative repairs. Following the survey analysis, construction testing and inspection services included full and partial depth column repairs, full and partial depth deck repairs, a 2" chemically modified concrete overlay of the existing exterior parking deck, and full and partial depth joist repairs.

Construction Materials Testing, The Vue Apartments Project Manager responsible for the construction-phase testing services for a two level below grade parking structure for the new apartment complex construction. The parking garage required special inspection services including footing undercut and volumetric documentation due to poor soil conditions, footing inspection, reinforcing steel inspection, structural concrete testing and inspection, structural masonry inspection, post tensioned concrete inspection and stressing observation and inspection, and structural site backfill inspection.

Construction Materials Testing, IAA Ground Power Units and Lights, International Airport Project Manager responsible for the construction phase testing services for the removal and installation of new duct bank, ITS controls, gate foundations, and apron lighting for the Fed-Ex terminal located at the Indianapolis International Airport. Construction testing and inspection services included soil compaction testing, footing inspection, reinforcing steel inspection, concrete testing, and inspection, CLSM (Flowable Fill) testing and inspection, and duct bank installation inspection.

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SEARCH RESULTS

Name: brading

Your search returned 5 records.

Matthew P Brading
ACI Masonry Laboratory Testing Technician
Expires: December 06, 2027
Indianapolis, IN 46227 United States

Matthew P Brading
ACI Concrete Strength Testing Technician
Expires: March 24, 2027
Indianapolis, IN 46227 United States

Matthew P Brading
ACI Concrete Laboratory Testing Technician - Level 1
Expires: March 24, 2027
Indianapolis, IN 46227 United States

Matthew P Brading
ACI Aggregate Testing Technician - Level 1
Expires: October 25, 2026
Indianapolis, IN 46227 United States

Matthew P Brading
ACI Aggregate Base Testing Technician
Expires: March 30, 2027
Indianapolis, IN 46227 United States

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1945 EAST 87TH STREET
CHICAGO. IL 60617-2946
o. 773.721.2200
info@floodlabs.com

Michael Chiappetta, Director of ASNT Program
ICC Master Special Inspector / AWS CWI / ASNT NDT Level III Technician, GPR Specialist

Years of Related Experience March 2000 – Present

Certifications

IDOT QC/QA Concrete Technician Level I
IDOT QC/QA Nuclear Density Technician
IDOT HMA Levels 1 and 2
IDOT PCC Level 1
ACI Concrete Testing Technician
Troxler Certified Nuclear Gauge Operator
ICC Reinforced Concrete Inspector
ICC Fireproofing Inspector
ICC Structural Bolt & Welding Special Inspector
ICC Structural Masonry Special Inspector
ICC Certified Soils Special Inspector
ICC Pre and Post Stressed Concrete Inspector

ICC Master Special Inspector
AWS Certified Welding Inspector
AWS Structural Steel Plans Reader
AWS Structural Bolting Inspector
ASNT NDT Basic Level III Technician
ASNT Visual Inspection Level III Technician
ASNT Magnetic Particle Level III Technician
ASNT Ultrasonic Testing Level III Technician
ASNT Dye Penetrant Testing Level II Technician
3M Certified Firestop Inspector
FEMA Incident Command
Hazwhopper 40

Inspection Experience

Soils - Nuclear density testing, proofrolling, compressive strength of soils, steel pile and caisson foundation installation, undercuts of subgrades, installing under drain systems.

Concrete - Field testing of plastic concrete, extensive experience in inspection of reinforcing steel and post tension strands, maturity meter installation and use, nondestructive testing of in place concrete.

Firestopping - Has extensive experience with wall and floor penetrations, head of wall, and most intumescent materials. Duties include visual as well as destructive testing.

Structural Steel - Has extensive experience inspecting and consulting on Structural Steel welding and bolting design, installation, and detailing with a specialty in trouble-shooting difficult conditions and irregular installations. Also assists with certification of welders and development of contractor submittals. Re-designed, implemented, and directs the FTL ASNT program. Also sits on several ASTM structural steel committees.

Fireproofing - Has experience with thickness, density and bond strength testing. Is also very familiar with the provisions of *AWCI Technical Manual 12A and 12B* for field application and visual inspection.

Masonry - Has extensive experience with the inspection of reinforcing steel, field testing/sampling of mortars and grout pinwheels. Is very familiar with *ACI 530.1* and the *International Building Code Chapter 21, Masonry.*

Ground Penetrating Radar - Significant experience scanning for penetrations and clearing embedded items including post-tensioned tendons. Use of several pieces of equipment including Hilti and Bosch. Skilled at scanning difficult-to-access locations.

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SEARCH RESULTS

Name: chiappetta

Your search returned 2 records.

Mr Michael Chiappetta
ACI Concrete Field Testing Technician – Grade I
Expires: February 21, 2025
Wilmington, IL 60481-1655 United States

Roch E Chiappetta
ACI Concrete Field Testing Technician – Grade I
Expires: July 21, 2023
Norwalk, CT 06851 United States

Results Per Page 10

ANSI ACCREDITED
ISO/IEC 17024
Personnel Certification Program
#0644

ASNT Certification Services LLC.

Be it known that

Michael Chiappetta

Has met the established and published Requirements for Certification by ASNT Certification Services LLC. as

NDT Level III

In the following Nondestructive Testing Methods:

Method	Issue Date	Expiration Date
Magnetic Particle Testing	10/21	10/26
Ultrasonic Testing	10/21	10/26
Visual Testing	10/21	10/26

160272

Certificate Number

Certification Management Committee Chair

ASNT Certification Services, LLC, President

Note: All ASNT NDT Level III exams are developed and maintained in accordance with ISO/IEC 17024 guidelines for certification of persons. The following exams are currently accredited by the American National Standards Institute (ANSI) - BASIC, ET, MT, PT, RT, UT, and VT. This certificate is the property of ASNT Certification Services LLC., is not official without ASNT Certification Services LLC.'s raised gold seal, and is subject to revocation prior to the listed expiration date. This certificate shall be verified on https://asntcertification.org or by contacting ASNT Certification Services LLC.

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First Name: Michael

Last Name: Chiappetta

City: Wilmington

State: Illinois

Certification Type: Please select

Search Reset

PLEASE NOTE: Search will return a maximum of 500 records, and is limited to that information on record as provided by candidates.

Search Result:

1 records found.

Certified under this name	City	State	Certificates
Michael Chiappetta	Wilmington	IL	Structural Welding Special Inspector (expires 06/10/2024) Master of Special Inspection (expires 06/10/2024) Reinforced Concrete Special Inspector (expires 06/10/2024) Spray Applied Fire Proofing Special Inspector (expires 06/10/2024) Structural Masonry Special Inspector (expires 06/10/2024) Soils Special Inspector (expires 06/10/2024) Prestressed Concrete Special Inspector (expires 06/10/2024) Structural Steel and Bolting Special Inspector (expires 06/10/2024)

AARON DANIELS

MATERIAL TESTING PROJECT MANAGER | QA MANAGER

EDUCATION
BS, History, Ball State university, 1994

REGISTRATION
ACI Strength Testing Technician

ASTM C1077 Special Masonry Inspector

Nuclear Densometer Training

OSHA 40 Hr HAZWOPER

OSHA 10 Hr Construction Safety

INDOT Concrete Paving

INDOT Construction Earthworks

TOTAL YEARS EXPERIENCE
22

YEARS WITH ATLAS
22

EXPERIENCE & RESPONSIBILITIES

Mr. Daniels' range of experience includes asphalt pavement inspection, concrete inspections (slump and air content tests, test cylinder preparation, and core drilling), subgrade proof rolling inspection, footing excavation observations, soils field density testing, reinforcing steel inspection, special masonry inspection, pachometer surveys of masonry walls, and impactometer testing of hardened concrete. Aaron also periodically performs laboratory testing of concrete specimens and masonry units and various laboratory soils tests

PROJECT EXPERIENCE

Construction Materials Testing, Distribution Center Project Manager for new warehouse with footprint area of over 600,000 sq.ft. Provided QC services for the project with one full-time technician and up to three additional part-time technicians.

Construction Materials Testing, Kings Daughters Hospital Performed proof rolling inspections, soils field density testing, asphalt pavement inspection during site development, and concrete inspections, reinforcing steel inspections, special masonry inspections during the buildings' construction.

Construction Materials Testing, WalMart Supercenters Performed proof rolling inspections, soils field density testing, asphalt pavement inspection during site development, and concrete inspections, reinforcing steel inspections, special masonry inspections during the buildings' construction. Duties included coordinating the services of as many as three additional technicians.

Construction Materials Testing, CINergy Noblesville Conducted proof rolling inspections; performed field density testing of grade-raise fills and footing excavation observations

Construction Materials Testing, AB Brown Generating Station Ash Landfill Performed proof rolling inspections and field density testing of grade-raise fills

Construction Materials Testing, Municipal Wastewater Treatment Plant Management Facility Performed proof rolling inspections, field density testing of grade-raise fills, and concrete inspections

Construction Materials Testing, Municipal Wastewater Treatment Plant Performed field density testing of grade-raise fills and concrete inspections

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SEARCH RESULTS

Name: daniels

Your search returned 2 records.

Aaron G Daniels
ACI Concrete Field Testing Technician – Grade I
Expires: November 02, 2024
Chesterfield, IN 46017-1030 United States

Aaron G Daniels
ACI Masonry Field Testing Technician
Expires: December 08, 2027
Chesterfield, IN 46017-1030 United States

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CHICAGO. IL 60617-2946
PHONE (773) 721-2200
Info@floodlabs.com

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Employee Profile

Daniel Eglar - AWS CWI / ASNT Level II, GPR Specialist

Inspection Experience: since 2003

Certifications

American Welding Society Certified Welding Inspector
American Welding Society Structural Bolting Inspector
American Welding Society Certified Structural Steel Plans Reader
ASNT Ultrasonic Testing Technician Levels 1 & 2
ASNT Magnetic Particle Technician Levels 1 & 2
ASNT Dye Penetrant Technician Levels 1 & 2
ACI Concrete Testing Technician

Education:

Lewis University, Romeoville, IL: Bachelor of Science, Aviation Maintenance, 2003
Moraine Valley C.C., Palos Hills, IL: Associate of Science, Non-Destructive Testing, 2000

Inspection Experience

Concrete – field testing of plastic concrete, maturity meter installation and use, NDT of in place concrete. Familiar with *ACI 318, The International Building Code 2003, relevant concrete ASTM Procedures*, *CRSI Placing Reinforcing Bars.*

Structural Steel – bolted connections including shear bearing bolts, direct tension indicators and snap off bolts (tension control bolts), visual inspection of fillet and groove welds. Dan has experience with preinstallation verification testing and all four of the RCSC recognized bolting installation methods. Is also very familiar with *AWS D1.3, AWS D1.4, AISC LRFD Manual of Steel Construction, AISC Code of Standard Practice and the RCSC Specification for Structural Joints Using ASTM A325 and A490 bolts.* Dan has NDT Level II certifications in four methods.

Fireproofing – thickness, density / bond strength testing and the AWCI Technical Manual 12A for field application and visual inspection.

Ground Penetrating Radar – Significant experience scanning for penetrations and clearing embedded items including post-tensioned tendons. Use of several pieces of equipment including Hilti and Mala Geoscience. Skilled at determining existing layout.

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SEARCH RESULTS

Name: eglar

Your search returned 1 record.

Dan R Eglar
ACI Concrete Field Testing Technician – Grade I
Expires: November 19, 2026
Manteno, IL 60950-3613 United States

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A Certified Woman Owned Business Enterprise

1945 EAST 87TH STREET
CHICAGO. IL 60617-2946
PHONE (773) 721-2200
FAX (773) 721-2206

Certification of NDT Qualifications
Dan Eglar

Certifications

Method	Level	Certified	Expires	Exam Score
MT	II	9-3-20	9-3-23	90.0%
PT	II	9-3-20	9-3-23	80.0%
UT	II	9-3-20	9-3-23	87.0%
VT	II	See AWS CWI Certification		

NDE Experience

Company	From	To	Method and Level
Phoenix National Laboratory	5/2000	8/2000	MT, PT, UT, RT Level II
Flood Testing Labs	9/2004	Present	MT, PT, UT, RT Level II

NDE Training

Method	By	Hrs	Date
MT, PT, UT, RT	Moraine Valley	2 yrs	2000
VT	IUOE Local 150	80 hrs.	2004

Education

School	Subject	Date
Peotone High School	General	1998
Lewis University	Aviation Maintenance	2003

Other Qualifications

Description	Date
CWI	9/2004
ICC SSW	12/2009

Vision Examination
Jaeger J2 @ 12” - Passed
Ishihara Color Blind - Passed

Michael Chiappetta — 9-3-20 (Date)
ASNT NDT Level III Examiner MT/UT/VT #160272
AWS CWI #02070111

The above individual has met the requirements for qualification in the stated methods in accordance with the company’s procedure for personnel qualifications and certifications per ASNT Recommended Practice SNT-TC-1A. Technician was reviewed by the company ASNT NDT Level III by practical examination.

Michael Chiappetta ICC Master Special Inspector #5214406
Michael Chiappetta CWI 02070111 QC1 EXP. 7/1/2023
UT, MT, VT Michael Chiappetta #160272 ASNT Level III

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First Name:

Last Name: Eglar

City: Manteno

State: Illinois

Certification Type: Please select

Search Reset

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Search Result:

1 records found.

Certified under this name	City	State	Certificates
Daniel Eglar	Manteno	IL	Structural Steel and Bolting Codes Module (expires 02/19/2024) Structural Steel and Bolting Plans Module (expires 02/19/2024)

VINCE GALAMBOS

SENIOR CMT/CQA TECHNICIAN AND INSPECTOR

CERTIFICATIONS
ACI Concrete Field Testing Technician

APNGA Radiation Safety Training

Nuclear Density Training

YEARS EXPERIENCE
17

JOINED FIRM
2007

EXPERIENCE & RESPONSIBILITIES

Vince is a Senior Construction Materials Testing Technician in the Highland, Indiana branch for the Northern Indiana and Chicagoland areas. His responsibilities include oversight of construction materials testing for soils, concrete, and asphalt; assisting less senior technicians with testing processes; equipment calibration support; and supporting client satisfaction by adhering to all specific client requirements for the projects he is assigned.

Vince has over 17 years of experience providing construction materials testing for municipal, county, state, and private clients in the capacities of Quality Control, Construction Quality Assurance, and Acceptance.

SENIOR CMT PROJECT EXPERIENCE

Project Winnie – Continuous tester/inspector for this 4,000,000+ SF retail distribution center. Actively responsible for testing of building pad, foundations, slab-on-metal deck, slab-on ground, parking lot paving, anchoring inspections and many other tasks during construction.

Cline Avenue Bridge – East Chicago, Indiana. Senior Technician for construction materials testing on this post-tensioned precast segment bridge project. Responsibilities include coordination with six field testing technicians to ensure adequate testing per project specifications and daily guidance to support technicians.

Domino's Pure – Merrillville, Indiana. Provide construction materials testing, special inspections, and floor flatness for precast, masonry, concrete, soils, and asphalt construction tasks performed for this 115,000 square foot single story precast building.

Gary Airport Runway Improvements – Performed soil and concrete tests on the project under INDOT guidelines.

Cargill Inc., Hammond, IN – Responsible for field and laboratory testing services for soil, concrete, aggregate and asphalt testing for various projects.

Valparaiso High School – Valparaiso, Indiana. Senior Technician for this High School Sporting Facility Addition. Responsibilities include ensuring proper soil/aggregate compaction and bearing capacity.

Bank of America - Chicago, IL. Responsible for field and laboratory testing services for soil, concrete, aggregate and asphalt testing for several locations of their projects.

NIPSCO Generating Station Improvements - Wheatfield, IN. Responsible for compaction testing of new engineered fill, field and laboratory testing of concrete and grout.

CN_PBC_JLB_AtlasTechnical_PS3085A_ITLSvcs_20240101

Certificate of Completion

This is to certify that

Vincent Galambos

has completed a course of study in

Portable Nuclear Density/Moisture Gauge Use and Safety Training

dated

December 28, 2007

offered by

American Technical Institute

Website: www.ati.coursehost.com

The course subject matter covers radiation basics, gauge safety, NRC regulations, gauge usage and US DOT 49 CFR 172 .
Course meets the NRC requirements and is accepted by the Radiological Department of NV

_____
Signature of Licensee's RSO
(Verification of closed book test & hands on training)

American Technical Institute
5130 S. Ft. Apache Rd. #215-245
Las Vegas, Nevada 89148

Why ACI Certfication
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Testing Locations
Resource Centers
Upcoming Instruction & Testing
Certification FAQs
Sponsoring Group Resources
Americans with Disabilities Act (ADA) Info

Verify A Certification

SEARCH RESULTS

Name: galambos

Your search returned 1 record.

Vincent P Galambos
ACI Concrete Field Testing Technician – Grade I
Expires: April 13, 2024
Griffith, IN 46319 United States

Results Per Page 10

TONY (JOSE) GARCIA

SENIOR CMT/CQA TECHNICIAN AND INSPECTOR

CERTIFICATIONS
ACI Concrete Field Testing Technician

APNGA Radiation Safety Training

30 Hour Occupational Safety & Health Training (OSHA)

High Strength Bolting of Structural Steel Training

YEARS EXPERIENCE
17

JOINED FIRM
2007

EXPERIENCE & RESPONSIBILITIES

Tony Garcia is a Senior Construction Materials Testing Technician in the Highland, Indiana branch for the Northern Indiana and Chicagoland areas. Tony is the International Union of Operating Engineers Local 150 Shop Steward for our branch. His responsibilities include oversight of construction materials testing for soils, concrete, and asphalt; assisting less senior technicians with testing processes; equipment calibration support; and supporting client satisfaction by adhering to all specific client requirements for the projects he is assigned.

Tony has over 17 years of experience providing construction materials testing for municipal, county, state, and private clients in the capacities of Quality Control, Construction Quality Assurance, and Acceptance.

SENIOR CMT PROJECT EXPERIENCE

Walmart Ground-Up Construction – Various Locations in Chicago and Northwest Indiana. Provide construction materials testing, special inspections, and floor flatness for masonry, concrete, soils, and asphalt construction tasks performed for new building construction and garden center add-ons.

Walmart Store Improvements – Various Locations in Chicago and Northwest Indiana. Provide construction materials testing, special inspections, and floor flatness for masonry, concrete, soils, and asphalt construction tasks performed for store additions and improvements.

Domino's Pure – Merrillville, Indiana. Provide construction materials testing, special inspections, and floor flatness for precast, masonry, concrete, soils, and asphalt construction tasks performed for this 115,000 square foot single story precast building.

Cline Avenue Bridge – East Chicago, Indiana. Senior Technician for construction materials testing on this post-tensioned precast segment bridge project. Responsibilities include coordination with six field testing technicians to ensure adequate testing per project specifications and daily guidance to support technicians.

USS LEAD Remediation - East Chicago, IN. Responsible for compaction testing of new engineered fill, field and laboratory testing of concrete and grout.

Harborview Residential Condominium - Chicago, IL. Performed structural steel, soil and concrete testing for the project. In addition, he completed bolt testing.

Bank of America - Chicago, IL. Responsible for field and laboratory testing services for soil, concrete, aggregate and asphalt testing for several locations of their projects.

434 Melrose - Chicago, IL. Responsible for field and laboratory materials testing services for soil compaction and concrete.

Illinois Department of Transportation

Presents this certificate to

Jose A. Garcia

in recognition of successful completion of the Nuclear Density Tester Course

Awarded this Tuesday, February 14, 2012

6 Professional Development Hours are awarded for this course.

Cheryl Gaunt

Dean of Continuing Education

Deputy Director, Assistant Chief Engineer

David L. Lippert

Engineer of Materials and Physical Research

American Concrete Institute
Always advancing

Publications | Certification | Education | Committees | Events | Chapters

Why ACI Certfication
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Testing Locations
Resource Centers
Upcoming Instruction & Testing
Certification FAQs
Sponsoring Group Resources
Americans with Disabilities Act (ADA) Info

Verify A Certification

SEARCH RESULTS

Name: garcia

Your search returned 11 records.

[redacted]

Jose A Garcia
ACI Concrete Field Testing Technician – Grade I
Expires: May 13, 2027
Chicago Heights, IL 60411-2612 United States

KIM GONZALEZ

REPORTING/INVOICING

EXPERIENCE & RESPONSIBILITIES

Kim Gonzalez is responsible for reporting and invoicing and has over 15 years of experience in this role. Kim successfully invoiced and assisted in reporting for over $2,000,000 in revenue during calendar year 2022. Kim is responsible for initial task order project setups, and is a key point of contact on various contracts for AR/AP, insurance, and other administrative tasks.

EXPERIENCE

Walmart Store Improvements – Responsible for initial report review, final report distribution, and invoicing for over $150,000 of construction materials testing tasks performed on this project.

Domino's Pure – Responsible for initial report review, final report distribution, and invoicing for over $70,000 of construction materials testing tasks performed on this project.

Cline Avenue Bridge – Responsible for initial report review, final report distribution, and invoicing for over $1,000,000 of construction materials testing tasks performed on this project.

Woodfield Village Green – Responsible for initial report review, final report distribution, and invoicing for over $48,000 of construction materials testing tasks performed on this project.

Point Blank – Responsible for initial report review, final report distribution, and invoicing for over $6,000 of construction materials testing tasks performed on this project.

College of San Mateo Tank Replacement – Responsible for initial report review, final report distribution, and invoicing for over $6,000 of construction materials testing tasks performed on this project.

Tommy Car Wash – Responsible for initial report review, final report distribution, and invoicing for over $13,000 of construction materials testing tasks performed on this project.

4714 Sheridan Road Certified Welding Inspection – Responsible for initial report review, final report distribution, and invoicing for over $3,000 of welding inspection tasks performed on this project.

Xttitrium Glycerin Tank Containment – Responsible for initial report review, final report distribution, and invoicing for over $5,000 of construction materials testing tasks performed on this project.

Project Winnie – Responsible for initial report review, final report distribution, and invoicing for over $1,600,000 of construction materials testing and special inspection tasks performed on this project.

ATUL KUMAR

Materials Quality Assurance Technician

Atul is a Materials Quality Assurance Technician for INTERRA with more than 25 years of experience. He has performed both plant and field testing and inspection duties for soil, concrete, asphalt, and aggregate. Atul has worked on many distinct projects for IDOT, Illinois Tollway, Public Building Commission, MWRDGC, and for various municipalities.

YEARS OF EXPERIENCE

25 YEARS

CERTIFICATIONS AND TRAINING

- ACI LEVEL I FIELD TECHNICIAN
- U.S. DOT HAZMAT
- IDOT GEOTECHNICAL S-33
- IDOT HMA I, II
- IDOT PCC I, II
- IDOT BITUMINOUS CONCRETE DENSITY TESTER
- OSHA 40-HOUR HAZWOPER
- OSHA 4-HOUR CONFINED SPACE ENTRY
- RADIATION SAFETY TRAINING
- BNSF SAFETY
- ERAILSAFE SYSTEM BADGE

SPECIALIZED SKILLS

- LIGHTWEIGHT CELLULAR CONCRETE FILL (LCCF) TESTING

PROJECT EXPERIENCE

PUBLIC BUILDING COMMISSION: VARIOUS PROJECTS: For the Public Building Commission (PBC) Atul has completed projects which include Byrne Elementary School, Esmond ES Annex, Williams Park Fieldhouse, Sheridan Elementary Annex, in addition to many others for PBC. Atul performed concrete, asphalt, and soil testing and inspection as part of these projects. He has conducted foundation bearing, soil compaction, and proof roll services. He has completed monitoring and testing and inspection for many concrete pours. Other testing services include structural steel, soil bearing capacity for foundation excavation and reviewed soil locations for the installation of a storm/sanitary line. Atul provided laboratory testing services as needed. Services also included fireproof roll inspections and inspections of shallow and deep foundations.

PUBLIC BUILDING COMMISSION: DOUGLAS PARK: This project included the installation of an artificial turf field, in place of the existing natural grass, to enhance the existing recreational area by providing a weather resilient surface. Additional amenities included new sports lighting, fencing, and the installation of a new drinking fountain. The size of the turf field is 62,640 SF (1.44 acres). For this project Atul conducted testing and inspection of soil, concrete, and asphalt. He performed soil compaction testing to verify the strength of the soil. For concrete Atul verified the results of the temperature, slump, and air content. For asphalt he checked the temperature and density.

PUBLIC BUILDING COMMISSION: JAMES E. MCDADE ELEMENTARY CLASSICAL SCHOOL: For this Public Building Commission project, Atul provided testing and inspection of soil and concrete. For concrete, Atul verified results for slump, temperature, and air content. Rebar inspection services were also completed. He also completed soil compaction testing and cast cylinders which were transported to the INTERRA laboratory.

PUBLIC BUILDING COMMISSION: 12TH DISTRICT BUILDING: For this Public Building Commission project involving the construction of the 12th District Building, Atul conducted testing and inspection services for asphalt, concrete, and soil. Compaction and inspection of proof rolls were performed. For concrete, services included testing for curbs, gutters, and sidewalks. Atul also cast cylinder and cube samples which were transported to the INTERRA laboratory.

PUBLIC BUILDING COMMISSION: BACK OF THE YARDS HIGH SCHOOL: The Back of the Yards High School in Chicago is an international college preparatory school which gives students the opportunity for success. For soil, Atul conducted compaction testing for the football field and the reading garden. Testing for moisture content was also completed. Rebar inspection was performed in addition to follow-up inspections of firestopping.

PUBLIC BUILDING COMMISSION, STEPHEN DECATUR CLASSICAL ELEMENTARY SCHOOL: This Public Building Commission project included renovations and the addition of a new annex for the historical elementary school. Atul provided Quality Assurance services which included concrete and soil field testing and inspection. Samples were collected for unconfined compressive strength testing from the bottom of the excavation. Rebar inspection is also being provided.

PUBLIC BUILDING COMMISSION: BYRNE ELEMENTARY SCHOOL ANNEX: The project consisted of improvements and building renovations to the school's campus and a 35,000-square-foot annex construction. For soil Atul conducted excavation inspection and soil bearing verification to ensure soil bearing capacity met the project requirements for the foundation. He also performed compaction testing of CA-06 stone base. For concrete Atul verified test results for slump, air content, and temperature.

ACI Certification Results Report

Report Print Date: 3/9/23

ACI Concrete Field Testing Technician - Grade I

Testing Session Information:

Session: 230569 Exam Date: 01/28/2023 Exam Location: FISHER, IN
ACI Sponsoring Group: Indiana Chapter ACI (LSG)
Examiner of Record: LARRY E ARTHUR

Examinee Information

ATUL KUMAR
10248 Whitehall Gdn
Munster, IN 46321-9183

Certification ID
00989772

Status Information

Certification Status: ***CERTIFIED*** **ACI Concrete Field Testing Technician – Grade I**
Certification Issue Date: 01/28/2023 Thru 01/27/2028

Overall Results

Overall Written Examination	**PASS**
Overall Performance Examination	**PASS**

Detailed Subtest Results

To pass the written examination you must 1) score 60% or higher on each written subtest and 2) score 70% or higher on the overall written examination.
To pass the performance examination you must pass all 7 subtests in one session.

Qualification	P/F - Session	% Score
Overall Written Examination	PASS - 230569	85.45
Overall Performance Examination	PASS - 230569	100.00
Performance Subtest C1064	PASS - 230569	100.00
Performance Subtest C138	PASS - 230569	100.00
Performance Subtest C143	PASS - 230569	100.00
Performance Subtest C172	PASS - 230569	100.00
Performance Subtest C173	PASS - 230569	100.00
Performance Subtest C231	PASS - 230569	100.00
Performance Subtest C31	PASS - 230569	100.00
Written Subtest C1064	PASS - 230569	80.00
Written Subtest C138	PASS - 230569	87.50
Written Subtest C143	PASS - 230569	87.50
Written Subtest C172	PASS - 230569	100.00
Written Subtest C173	PASS - 230569	87.50
Written Subtest C231	PASS - 230569	70.00
Written Subtest C31	PASS - 230569	87.50

AMERICAN CONCRETE INSTITUTE

This is to certify that

ATUL KUMAR

has demonstrated knowledge and ability by successfully completing the ACI Certification requirements and is hereby recognized as an

ACI Concrete Field Testing Technician – Grade I

Certified Date: 01/28/2023 **Expires: 01/27/2028**

Examiner of Record: LARRY E ARTHUR

ACI Managing Director of Certification

The Authenticity of this certification can be verified at www. ACICertification .org/verify

LAKE LAND COLLEGE
5001 Lake Land Boulevard • Mattoon, Illinois 61938-9366
Phone (217) 234-LAKE

June 9, 1998

Atul Kumar
Great Lakes Soil/Enviro Cons
3317 Washington Street
Lansing, IL 60438

Dear Atul Kumar:

Congratulations on successfully completing the Portland Cement Concrete Level I Technician Course. Your certificate of completion is enclosed.

We look forward to your future participation in our Quality Management Program.

Very truly yours,

Larry J. Hymes

Larry J. Hymes
IDOT QC/QA Training Coordinator

LJH/mkb
pcc1p

Enclosures

CC: Great Lakes Soil/Enviro Cons
Program Coordinator

CN_PBC_JLB_AtlasTechnical_PS3085A_ITLSvcs_20240101
To:18009483046 Page:30/32
MAR-31-2008 13:01 From:
Page 68 of 126

Illinois Department of Transportation

Presents this certificate to

Atul Kumar

in recognition of successful completion of the Portland Cement Concrete Level I Course

Awarded this Thursday, April 30, 1998

Director of Highways

Engineer of Materials and Physical Research

Illinois Department of Transportation

Presents this certificate to

Atulk Kumar

in recognition of successful completion of the Portland Cement Concrete Level II Course

Awarded this Tuesday, April 09, 2013

12 Professional Development Hours are awarded for this course.

CN_PBC_JLB_AtlasTechnical_PS3085A_ITLSvcs_20240101

CN_PBC_JLB_AtlasTechnical_PS3085A_ITLSvcs_20240101
To:18009483046 Page:25/32
MAR-31-2008 12:59 From:
Page 70 of 126

Illinois Department of Transportation

Presents this certificate to

Atul Kumar

in recognition of successful completion of the Hot Mix Asphalt Level I

Awarded this Friday, February 28, 2003

Director of Highways

Engineer of Materials and Physical Research

Illinois Department of Transportation
Presents this certificate to
Atul Kumar
in recognition of successful completion of the Hot-Mix Asphalt Level II Course
Awarded this Friday, February 1, 2019
30 Professional Development Hours are awarded for this course.

CN_PBC_JLB_AtlasTechnical_PS3085A_ITLSvcs_20240101

Illinois Department of Transportation

AWARDS

Atul Kumar

18 Professional Development Hours

For Successful Completion of

S-33 Geotechnical Field Testing and Inspection
April 24-26, 2007
Schaumburg, Illinois

Vickie E. Stout
Administrative Support Section Manager
Bureau of Personnel Management

DINO LIAPIS

CMT TECHNICIAN AND INSPECTOR

CERTIFICATIONS

ICC Master of Special Inspection
ICC Reinforced Concrete Special Inspector
ICC Structural Welding Special Inspector
ICC Structural Masonry Special Inspector
ICC Structural Steel and Bolting Special Inspector
ICC Spray Applied FireProofing Special Inspector
ICC Soils Special Inspector
ACI Concrete Field Testing Technician - Grade I
IDOT Aggregate Technician (5 Day)
IDOT PCC I
IDOT PCC II
IDOT HMA I
IDOT HMA II
IDOT S-33 Soils
IDOT Nuclear Density Tester
APNGA Nuclear Gauge Safety & USDOT Hazmat Certification
APNGA Radiation Safety Officer
OSHA 10
OSHA 30
OSHA 7.5 Hour Disaster Site Worker
HAZWOPER CFR 1910.120/1926.65 40 Hour
American Red Cross Adult First Aid / CPR / AED
FEMA IS-00100.c
FEMA IS-00200.c
FEMA IS-00700.b
IPAF Types 1b, 3a, 3b
FAA Remote Pilot Small Unmanned Aircraft System
MSHA Part 48B Surface Miner
MSHA Part 48A Underground Miner

YEARS EXPERIENCE

4

JOINED FIRM

2022

EXPERIENCE & RESPONSIBILITIES

Dino Liapis is a Construction Materials Testing Technician in the Highland, Indiana branch for the Northern Indiana and Chicagoland areas. Dino is a member of the International Union of Operating Engineers Local 150. His responsibilities include construction materials testing for soils, concrete, and asphalt; various special inspection tasks; and supporting client satisfaction by adhering to all specific client requirements for the projects he is assigned.

Dino is in his 4th year of experience providing construction materials testing for municipal, county, state, and private clients in the capacities of Quality Control, Construction Quality Assurance, and Acceptance.

SENIOR CMT PROJECT EXPERIENCE

Meijer #328, Elkhart, IN, Responsible for soil/aggregate, concrete, and asphalt testing, and structural steel inspections during construction of the Meijer store and adjoining gas station.

Home Depot Distribution Center, Bedford Park IL, Observation and documentation of VSC (Vibrational Stone Columns) installations and concrete testing.

Home Depot Distribution Center, Bedford Park IL, Observation and documentation of VSC (Vibrational Stone Columns) installations and concrete testing

Rockford Public Library, Rockford IL, Observation and documentation of H-Pile installations

Proctor & Gamble, Morris IL, asphalt and concrete testing, rebar inspection

Amazon Warehouse, Country Club Hills IL, concrete testing

Altorfer Cat, Mokena IL, Concrete testing, rebar inspection

CSL Behring, Bradley IL, asphalt and concrete testing, rebar inspection, sub base compaction testing

Mundelein Public Works, Mundelein IL, Concrete testing, rebar inspection, sub base compaction testing

Various Illinois municipalities resurfacing projects, concrete and asphalt testing

Various Thornton's and Costco gas stations, concrete testing, rebar inspection, sub base compaction testing

APNGA
Certificate of Achievement

This confirms that

Dino Liapis

Has successfully completed the APNGA Portable Nuclear Gauge

Radiation Safety Officer Class

on this day

August 28, 2019

American Portable Nuclear Gauge Association
P.O. Box 423, Emmitsburg, MD 21727 • www.apnga.com

George E. Marshall - Director
240-888-6426

D4tOkb0So5

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Certification FAQs
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Americans with Disabilities Act (ADA) Info

Verify A Certification

SEARCH RESULTS

Name: liapis

Your search returned 1 record.

Dino Liapis
ACI Concrete Field Testing Technician – Grade I
Expires: June 01, 2024
Highland, IN 46322 United States

Results Per Page 10

INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

DINO LIAPIS

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Reinforced Concrete Special Inspector

Given this day March 18, 2022

Certificate No. 9536465

Cindy Davis, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

DINO LIAPIS

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Soils Special Inspector

Given this day December 20, 2020

Certificate No. 9536465

Greg Wheeler, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

DINO LIAPIS

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Master of Special Inspection

Given this day March 19, 2022

Certificate No. 9536465

Cindy Davis, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

DINO LIAPIS

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

SI Spray Applied Fire Proofing

Given this day January 28, 2021

Certificate No. 9536465

Greg Wheeler, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

DINO LIAPIS

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Structural Masonry Special Inspector

Given this day January 10, 2022

Cindy Davis, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

Certificate No. 9536465

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

THE MASONRY SOCIETY

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

DINO LIAPIS

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect. and is hereby issued this certification as:

Structural Steel and Bolting Special Inspector

Given this day January 1, 2022

Certificate No. 9536465

Cindy Davis, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

DINO LIAPIS

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Structural Welding Special Inspector

Given this day January 28, 2022

Certificate No. 9536465

Cindy Davis, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

ELOY MADRIGAL

Materials Quality Assurance Technician

Eloy is a Materials Quality Assurance Technician for INTERRA and has more than 23 years of experience in the construction engineering field. He has conducted Quality Assurance and Quality Control on asphalt, soil, concrete, steel, aggregate, and masonry. He has worked on projects for O'Hare Airport, IDOT, Illinois Tollway, municipalities, in addition to many other distinct projects.

EDUCATION

PURDUE UNIVERSITY,
B.S. CONSTRUCTION TECHNOLOGY

PURDUE UNIVERSITY,
A.S. CIVIL ENGINEERING TECHNOLOGY

CERTIFICATIONS AND TRAINING

- ACI LEVEL I FIELD TECHNICIAN
- U.S. DOT HAZMAT
- IDOT GEOTECHNICAL S-33
- IDOT 3-DAY MIX AGGREGATE
- IDOT HMA I, II
- IDOT PCC I, II
- IDOT SUPERPAVE FIELD CONTROL
- IDOT STANDARD EARTH DENSITY
- IDOT BITUMINOUS CONCRETE DENSITY TESTER
- IDOT NUCLEAR DENSITY
- RADIATION SAFETY TRAINING
- ERAILSAFE SYSTEM BADGE

YEARS OF EXPERIENCE 23

Relevant Project Experience

PUBLIC BUILDING COMMISSION: VARIOUS PROJECTS: Eloy has contributed to many Public Building Commission projects which have included the Salt Dome, Back of the Yards High School, Edgewater Public Library, Sheridan Math & Science Annex, among many other projects. He has provided testing and inspection services for asphalt, concrete, steel, and soil. Duties have included rebar, compaction, floor flatness, masonry, fire proofing, as well as many other responsibilities. For concrete he has cast cylinder specimens for additional testing at the INTERRA laboratory in addition to performing testing for slump, temperature, and air content. Eloy has also inspected rebar for concrete footings and concrete testing for concrete pour. For PBC he has ensured the results met the project requirements.

PUBLIC BUILDING COMMISSION: SALT DOME: For this current Public Building Commission project, INTERRA is performing Quality Assurance services. These services include rebar inspection, testing and inspection of concrete and soil. For soil, compaction services were completed.

PUBLIC BUILDING COMMISSION: BACK OF THE YARDS HIGH SCHOOL: The Back of the Yards High School in Chicago is an international college preparatory school which gives students opportunities to be successful. For this project INTERRA provided pre-cast concrete and structural steel inspections both at the plant and in the field. Eloy provided services which included testing of soil for the foundation and floors, concrete testing, structural steel testing, fire proofing, and masonry testing.

PUBLIC BUILDING COMMISSION: EDGEWATER PUBLIC LIBRARY: For this new 18,665 square-foot, two story branch library which replaced the existing Edgewater Branch Library Eloy performed concrete and asphalt inspection and testing. Other services included testing and inspection for soil compaction, structural steel, rebar, floor flatness, and caissons. For soil he verified the bearing capacity and conducted testing for the trench backfill. He performed intumescent fireproof inspection and testing. He also inspected the progress of fire caulking which included penetration and joint sealants. He collected mortar and grout samples for additional testing at the INTERRA laboratory. Concrete testing included a pour for the slab on the deck. Additional testing included density for the CA-06 pavement base.

PUBLIC BUILDING COMMISSION: SHERIDAN MATH & SCIENCE ACADEMY ANNEX: For this 9,000-square-foot annex project for the Public Building Commission Eloy provided concrete field and soil testing and inspection. Stone compaction and soil compaction tests were performed. For concrete he made mortar cube samples and testing of slump, temperature, and air content. Cylinder specimens were also made and collected for additional testing at the INTERRA laboratory. Other responsibilities included testing and inspection for structural steel, masonry, and fireproofing. Rebar inspection was conducted for the floor slab. Testing results were measured to meet the project requirements.

PUBLIC BUILDING COMMISSION: DOUGLAS PARK: This project included the installation of an artificial turf field, in place of the existing natural grass, to enhance the existing recreational area by providing a weather resilient surface. Additional amenities included new sports lighting, fencing, and the installation of a new drinking fountain. The size of the turf field is 62,640 SF (1.44 acres). For this project Eloy provided testing and inspection services for soil and concrete. For soil Eloy performed soil compaction testing. For concrete, the testing consisted of slump, temperature, air content, and casting cylinder specimens to verify strength.

ACI Certification Results Report

Report Print Date: 4/12/19

ACI Concrete Field Testing Technician - Grade I

Testing Session Information:

Session: **191192** Exam Date: **03/22/2019** Exam Location: **Elmhurst, IL**
ACI Sponsoring Group: **Illinois Chapter ACI Phone:(773) 775-7558**
Examiner of Record: **Mr George W Seegebrecht**

Examinee Information

Eloy C Madrigal
3036 99TH PL W
HIGHLAND, IN 46322

Customer/Certification ID

00938968

Status Information

Certification Status: ***CERTIFIED*** **ACI Concrete Field Testing Technician - Grade I**

Certification Issue Date: 03/22/2019 Thru 03/22/2024

Overall Results

Performance Overall	***PASS***
Written Examination	***PASS***

Detailed Subtest Results

To pass the written examination you must 1) score 60% or higher on each written subtest AND 2) score 70% or higher on the overall written examination all at the same time.
To pass the performance examination you must pass all subtests in one session.

Qualification	P/F - Session	% Score
Perf Subtest C1064	PASS-191192	100.00
Perf Subtest C138	PASS-191192	100.00
Perf Subtest C143	PASS-191192	100.00
Perf Subtest C172	PASS-191192	100.00
Perf Subtest C173	PASS-191192	100.00
Perf Subtest C231	PASS-191192	100.00
Perf Subtest C31	PASS-191192	100.00
Performance Overall	PASS-191192	100.00
Written Examination	PASS-191192	96.36
Written Subtest C1064	PASS-191192	80.00
Written Subtest C138	PASS-191192	87.50
Written Subtest C143	PASS-191192	100.00
Written Subtest C172	PASS-191192	100.00
Written Subtest C173	PASS-191192	100.00
Written Subtest C231	PASS-191192	100.00
Written Subtest C31	PASS-191192	100.00

CN_PBC_JLB_AtlasTechnical_PS3085A_ITLSvcs_20240101

Illinois Department of Transportation

Presents this certificate to

Eloy Madrigal

in recognition of successful completion of the
Bituminous Concrete Level I Technician Course

Awarded this Saturday, May 30, 1998

Director of Highways

Engineer of Materials and Physical Research

CN_PBC_JLB_AtlasTechnical_PS3085A_ITLSvcs_20240101

Illinois Department of Transportation

Presents this certificate to

Eloy Madrigal

in recognition of successful completion of the
Portland Cement Concrete Level II Course

Awarded this Tuesday, April 14, 1998

Director of Highways

Engineer of Materials and Physical Research

LAKE LAND
COLLEGE

September 17, 2018

Interra
Attn: Jennifer
600 Territorial Drive, ste. G
Bolingbrook, IL 60440

RE: Eloy C. Madrigal

Dear Jennifer;

This letter is to verify that the above named person has successfully completed the following classes at IDOT Quality Management Training Program, Lake Land College, for the periods shown:

Course	Date
Mixture Aggregate Technician Course (3-Day)	04-03-98
Hot Mix Asphalt Level I Technician Course	05-30-98
Hot Mix Asphalt Level II Technician Course	01-21-00
Nuclear Density Tester Course	05-27-98
Portland Cement Concrete Level I Course	01-26-96
Portland Cement Concrete Level II Course	04-14-98

The original certificates were sent to the student at the completion of each class. Since we are no longer sending out replacement certificates, this letter will serve as proof of his/her successful completion of the above courses.

If you have any questions, please contact Kathy Willenborg of this office at (217) 234-5285.

Sincerely,

Lori A. Walk

Lori A. Walk
IDOT Quality Management Training Program Coordinator
LAW/ksw

Illinois Department of Transportation

Division of Highways / Bureau of Materials and Physical Research
126 East Ash Street / Springfield, Illinois / 62704-4766

April 9, 2002

ELOY C. MADRIGAL
GREAT LAKES SOIL & ENV.
333 SHORE DRIVE
BURR RIDGE, IL 60527

Dear ELOY MADRIGAL:

Thank you for your participation in the Standard Earth Density Course.

We are pleased to inform you that you were successful in completing this course (PASS) held on MARCH 28, 2002, at DISTRICT 1 in Schaumburg, IL. In order to pass the course, a minimum score of 70 is required on the test. Your test score is 100.

Your certificate of completion indicating successful completion of the course is enclosed.

If you have any questions concerning the Standard Earth Density Course, please contact Mr. Terry Clemons of this office at (217) 782-0870.

Very truly yours,

Eric E Harm Earth Density

Eric E. Harm, P.E.
Engineer of Materials
and Physical Research

TAC:aec
temp4std. earth den.DOC

cc: GREAT LAKES SOIL & ENV. ✓
Program Coordinator

DAVID MCILWAINE, P.E.

SENIOR PROJECT ENGINEER

EDUCATION
B.S. Civil Engineering, Rose-Hulman Institute of Technology, 2007

REGISTRATIONS
Professional Engineer:
- IN #11200315, 2012
- IL #062-073615, 2021
- MI #6201311594, 2022

AFFILIATIONS
American Society of Civil Engineers
Geo-Institute

CERTIFICATIONS
40-hour HAZWOPER
Portable Nuclear Density Training
NHI Driven Pile Foundations Course
CCS Certified

HIRE DATE
06/2007

EXPERIENCE & RESPONSIBILITIES

Mr. McIlwaine is a Senior Project Engineer for Atlas. He has over 15 years of experience in his field. His responsibilities include geotechnical engineering analyses, supervising the construction and materials testing group, soil test boring location layout, soil classification, lab testing analysis and report writing. Mr. McIlwaine has performed geotechnical analyses for various types of projects including large hotel projects, industrial facilities, educational facilities, recreation/entertainment facilities, roadways, highways and bridges and managed construction and materials testing projects consisting of large warehouses, parking lots, commercial buildings as well as rock anchor and rammed aggregate pier installation projects. In addition, Mr. McIlwaine has experience with drilled shaft inspections on multiple projects.

PROJECT EXPERIENCE

Woodfield Village Green – Schaumburg, IL. Quality Manager/Engineer for construction materials testing on this building modification, parking lot, and site work improvement project. Services included soil, asphalt, concrete, and masonry testing, and structural steel inspection.

Point Blank – Villa Park, IL. Quality Manager/Engineer for construction materials testing on this new building construction project. Services included soil, asphalt, and concrete testing, along with structural steel inspections.

Multiple Walmart Renovations in Illinois – Lansing, Geneseo, Sterling, Olympia Fields, Richton Park. Quality Manager/Engineer for construction materials testing on these building expansion/modification projects. Services included soil, asphalt, concrete, and masonry testing, and structural steel inspection.

College of San Mateo Tank Replacement – DeKalb, IL. Quality Manager/Engineer for structural steel and material identification on this large water tank replacement project at the university. Coordinated material identification and documentation for shipping and receiving of bolts and other steel components.

Tommy Car Wash – Lombard, IL. Quality Manager/Engineer for construction materials testing on this new car wash/building construction project. Coordinated ground/soil improvement, soil, and concrete testing, and structural steel inspection.

4714 Sheridan – Chicago, IL. Quality Manager/Engineer for structural steel inspection on this apartment complex parking facility.

Xttitrium Glycerin Tank Containment – Mount Prospect, IL. Quality Manager/Engineer for construction materials testing on tank containment project. Services included soil and concrete testing.

Project Winnie – Bristol, Indiana. Quality Manager/Engineer for construction materials testing on this approximately 4 million total SF warehouse and distribution center project. Managed coordination of over 8 technicians' involvement of this project. Services included soil, concrete, asphalt testing, slab-on-deck and slab-on-grade flatness & levelness testing, and post-installed anchor and structural steel inspection.

Cline Avenue Bridge – East Chicago, Indiana. Quality Manager/Engineer for construction materials testing on this high profile post-tensioned precast segment bridge project. Responsibilities include oversight of six field testing technicians, laboratory testing, and construction administration support. The technicians are responsible for post-tensioning observations, repair and conduit grout testing, concrete testing, and monitoring of segment joining, segment preparation, tendon fabrication, tendon cap coating, and anchor plate galvanization.

David McIlwaine, PE

Employer: ATC Group Services LLC dba Atlas Technical - Prime

#062073615

First Issued: 11/10/21

Expires: 11/30/23

Illinois Department of Financial and Professional Regulation

Contact
Contact Information

Name	City/State/Zip	DBA / AKA
Roy David Mcilwaine	Noblesville, IN 46060	

License
License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date
062073615	LICENSED PROFESSIONAL ENGINEER	ACTIVE	11/10/2021	11/10/2021	11/30/2023

Parimal Parikh
Laboratory QA/QC

PROFESSIONAL SUMMARY

Mr. Parikh is has over 20 years of experience in laboratory oversite. Responsibilities include ensuring conformance with accreditation requirements, sample collection, testing, analysis, quality control of soil, aggregates, concrete, asphalt, and masonry products, report generation, and materials troubleshooting. He has coordinated laboratory testing for various projects in both Illinois and Indiana. He has vast experience and skills testing per ASTM, AASHTO, INDOT and IDOT standards.

EXPERIENCE

Serves as the primary laboratory coordinator for QA/QC on various geotechnical and construction material testing projects. Responsible for coordinating AASHTO and CCRL proficiency sample testing program.

EDUCATION

Bachelor Degree in Civil Engineering, B and B Polytechnic, India 1981

TRAINING AND CERTIFICATIONS

INDOT Qualification
IDOT Certifications (various)
ACI Concrete Strength Testing Technician
ACI Aggregate Testing Technician
ACI Soils/Flexible Base Testing Technician

Why ACI Certfication
Verify a Certification
Certification Programs
Testing Locations
Resource Centers
Upcoming Instruction & Testing
Certification FAQs
Sponsoring Group Resources
Americans with Disabilities Act (ADA) Info

Verify A Certification

SEARCH RESULTS

Name: parikh

Your search returned 4 records.

Parimal R Parikh
ACI Aggregate Base Testing Technician
Expires: May 25, 2028
Merrillville, IN 46410 United States

Parimal R Parikh
ACI Concrete Strength Testing Technician
Expires: November 01, 2024
Merrillville, IN 46410 United States

Parimal R Parikh
ACI Concrete Laboratory Testing Technician - Level 1
Expires: May 05, 2026
Merrillville, IN 46410 United States

Parimal R Parikh
ACI Aggregate Testing Technician - Level 1
Expires: May 05, 2026
Merrillville, IN 46410 United States

CRAIG WILSON

SR. PROJECT MANAGER | POINT OF CONTACT

EDUCATION
BS, School of Public & Environmental Affairs, Indiana University, 2003

MBA, University of the People, Pasadena, California, 2023

CERTIFICATIONS
ACI Concrete Field Testing Technician

APNGA Radiation Safety Training

DOT Certified Technician

Former Certifications:

NICET Soil, Asphalt, Concrete Level II

Arizona Technical Testing Institute (ATTI): Asphalt, Soil, and Field

ACI Laboratory Testing Technician

YEARS EXPERIENCE
19

YEARS WITH FIRM
2004-2008, rejoined 2020

EXPERIENCE & RESPONSIBILITIES

Craig Wilson is an Operations Manager in the Highland, Indiana branch for the Chicagoland and Northern Indiana areas. His responsibilities include branch administration support/oversight, field project management, and laboratory accreditation for construction materials testing services which include: soil, asphalt, concrete, and masonry testing; post-tensioning, floor flatness, roofing, and fireproofing inspections; asphalt/concrete coring and other specialized services.

Craig is approaching 16 years of providing management and execution of construction materials projects for municipal, county, state, and private clients in the capacities of Quality Control, Quality Assurance, Acceptance, and Construction Administration.

PROJECT EXPERIENCE

Woodfield Village Green – Schaumburg, IL. Project manager for construction materials testing on this building modification, parking lot, and site work improvement project. Services included soil, asphalt, concrete, and masonry testing, and structural steel inspection.

Point Blank – Villa Park, IL. Project manager for construction materials testing on this new building construction project. Services included soil, asphalt, and concrete testing, along with structural steel inspections.

Multiple Walmart Renovations in Illinois – Lansing, Geneseo, Sterling, Olympia Fields, Richton Park. Project manager for construction materials testing on these building expansion/modification projects. Services included soil, asphalt, concrete, and masonry testing, and structural steel inspection.

College of San Mateo Tank Replacement – DeKalb, IL. Project manager for structural steel and material identification on this large water tank replacement project at the university. Coordinated material identification and documentation for shipping and receiving of bolts and other steel components.

Tommy Car Wash – Lombard, IL. Project manager for construction materials testing on this new car wash/building construction project. Coordinated ground/soil improvement, soil, and concrete testing, and structural steel inspection.

4714 Sheridan – Chicago, IL. Project manager for structural steel inspection on this apartment complex parking facility.

Xttitrium Glycerin Tank Containment – Mount Prospect, IL. Project manager for construction materials testing on tank containment project. Services included soil and concrete testing.

South Shore Line – Northwest Indiana Commuter Transportation District – Dyer, Hammond, and East Chicago, Indiana. Project manager for construction materials testing on this commuter rail line parcel preconstruction preparation project. Responsibilities include oversight of laboratory and field testing to ensure proper compaction of backfill material at various parcels throughout the proposed rail line path.

Bank of America – Northwest Indiana and Illinois. Performed construction materials testing services during construction of Bank of America buildings.

Bucktown/Wicker Park Library – Chicago, Illinois. Performed field testing and inspection quality control services for the general contractor on this City of Chicago library construction project.

APNGA Portable Nuclear Gauge Safety & U.S. D.O.T. Hazmat Certification Class

Certificate of Completion to:

Craig Wilson

HAZMAT refresher training is required within 3 years after today's date:

September 14, 2020

This course covers training criteria of NUREG 1556, The Agreement States, and 49 CFR 172, Subpart H.

The Company RSO completes the training requirements by familiarizing the employee with:

- State specific regulations including introduction to the state regulatory website
- The company radiation safety program, specifically gauge safety operating and emergency procedures
- A tour of storage area with emphasis on security, documents and postings
- Loading, security and transporting gauges in company vehicles
- Hands-on training with the gauge and methods in use by the company
- Introduction to gauge safety content on gauge manufacturer website
- Certificate covers both Gauge Safety and USDOT HAZMAT requirements

The acknowledgement and signature of the RSO/Official makes the training and certificate relevant and valid.

ATC Group Services
Company Name

Craig Wilson
Signature of RSO

Director of APNGA

American Portable Nuclear Gauge Association
P.O. Box 423, Emmitsburg, MD 21727 • www.apnga.com

k3qr9KD8fE

George E. Marshall - Director
240-888-6426

APNGA
Certificate of Achievement

This confirms that

Craig Joseph Wilson #6786

Has successfully completed the APNGA Portable Nuclear Gauge

Radiation Safety Officer Class

on this day

September 10, 2012

American Portable Nuclear Gauge Association
P O. Box 423, Emmitsburg, MD 21727 • www.apnga.com

George E. Marshall - Director
240-888-6426

CMT_PTC_JLB_AtlasTechnical_P33085A_ITLSvcs_20240101

Why ACI Certfication
Verify a Certification
Certification Programs
Testing Locations
Resource Centers
Upcoming Instruction &

Verify A Certification

SEARCH RESULTS

Name: wilson

Your search returned 7 records.

Craig J Wilson
ACI Concrete Field Testing Technician – Grade I
Expires: May 04, 2027
Valparaiso, IN 46383-5034 United States

ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Atlas Technical Consultants LLC

I. LEGAL ACTIONS

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

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

ATTACHMENT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned David Paholak (Name), as Vice President (Title)

and on behalf of ATC Group Services dba Atlas Technical
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	ATC Group Services dba Atlas Technical		
Address:	1815 S. Meyers Rd., Suite 670		
City/State/Zip:	Oakbrook Terrace, IL 60181		
Telephone:	(630) 916-7272	**Facsimile:**	
FEIN:	46-0399408	**SSN:**	
Email:	ash.memon@oneatlas.com		
Nature of Transaction:	Proposal Submittal		

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

II. DISCLOSURE OF OWNERSHIP INTERESTS

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

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:	Delaware
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:	☒ Yes ☐ No
City/State/ZIP:	5750 Johnston, Suite 400, Lafayette, LA 70503
Telephone:	(630) 916-7272

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

Name	Title

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

Name	Address	Ownership Interest Percentage
ATC Group Holdings LLC	5750 Johnston, Suite 400, Lafayette, LA 70503	100 %
		%
		%

LLC's only, indicate Management Type and Name:

■ Member-managed	☐ Manager-managed	**Name:**	ATC Group Holdings LLC

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

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

B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	**Type**	**Ownership Interest Percentage**
NA		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

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

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

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

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

    a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

    b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

    c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.

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

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

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

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

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

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

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

B. SUBCONTRACTORS

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

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

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

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

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

C. STATE TAX DELINQUENCIES

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

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

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

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

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

D. OTHER TAXES/FEES

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

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

NA - None

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

NA - None

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):
ATC is a nationwide environmental consulting company providing services in a highly-regulated industry. Within the last five years, ATC pled no contest to first degree misdemeanor of attempting to conduct an evaluation to assess health hazards without certification in Ohio. There is no historical, pending or threatened action, proceeding or judgment affecting ATC which could materially and adversely impact the ability of ATC to fulfill its obligations under its agreement.

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

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

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

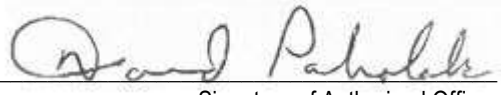
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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



Signature of Authorized Officer

David Paholak

Name of Authorized Officer (Print or Type)

Vice President

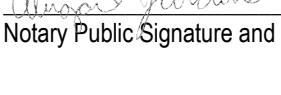
Title

630-916-7272

Telephone Number

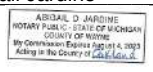
State of Michigan
County of Oakland

Signed and sworn to before me on this 19th day of July, 2023 by David Paholak (Name) as Vice President (Title) of ATC Group Services dba Atlas Technical (Bidder/Proposer/Respondent or Contractor)



Abigail Jardine

Notary Public Signature and Seal



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

5750 Johnston Street, Suite 400
Lafayette, LA 70503
Telephone 337-262-4771
Fax 337-262-4780
www.atcgroupservices.com

ATC GROUP SERVICES LLC
OFFICERS AND MANAGERS

Title	*Name*	*Address*
Chief Executive Officer/President	L. Joe Boyer	13215 Bee Cave Pkwy Building B, Suite 230 Austin, Texas 78738
Chief Financial Officer/Treasurer	Walter Powell	13215 Bee Cave Pkwy Building B, Suite 230 Austin, Texas 78738
Chief Operating Officer	Ken Burns	13215 Bee Cave Pkwy Building B, Suite 230 Austin, Texas 78738
Secretary	Ashley L. Foti	5750 Johnston Street, Suite 400 Lafayette, LA 70503
Senior Vice President	Donald Beck	5301 E. River Rd., Suite 101 Fridley, MN 55412
Senior Vice President	David Paholak	46555 Humboldt Drive, Suite 100 Novi, MI 48377
Senior Vice President	Darren Moore	5750 Johnston Street, Suite 400 Lafayette, LA 70503
Senior Vice President	Kevin Hamilton	999 South Oyster Bay, Suite 114 Bethpage, NY 11714
Assistant Secretary	John Mollere	5750 Johnston Street, Suite 400 Lafayette, LA 70503
Assistant Secretary	Alexis Paniagua	9955 NW 116 Way Miami, FL 33178
Assistant Secretary	Scott Hanson	11117 Mockingbird Drive Omaha, NE 68137
Assistant Secretary	Chad Harrison	270 William Pitt Way Bldg. 3, 3rd Floor Pittsburgh, PA 15237
Assistant Secretary	Bradford Twombly	13215 Bee Cave Pkwy Building B, Suite 230 Austin, TX 78738
Assistant Secretary	Jeannie Homsey	1117 Lone Palm Ave., Suite 201B Modesto, CA 95351

Assistant Secretary	L. Todd Anderson	8985 East Nichols Ave., Suite 350 Centennial, CO 80112
Assistant Treasurer	Vickie Moreland	13215 Bee Cave Pkwy Building B, Suite 230 Austin, TX 78738
Assistant Treasurer	Heidi Piotrowicz	150 Zachary Rd. Manchester, NH 03109
Assistant Treasurer	Stephanie R. Jenkins	5750 Johnston Street, Suite 400 Lafayette, LA 70503

Title	***Name***	***Address***
Manager	John Mollere	5750 Johnston Street, Suite 400 Lafayette, LA 70503

ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

NA

Description or goods or services to be provided under Contract:

NA

Name of Consultant:

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)
NA			

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

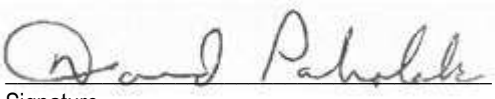
The Consultant understands and agrees as follows:

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

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

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

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



Signature

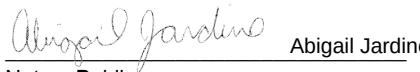
7-19-23
Date

David Paholak
Name (Type or Print)

Vice President
Title

Subscribed and sworn to before me

this 19th day of July 20 23



Abigail Jardine

Notary Public

ATTACHMENT D

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

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT D

Special Conditions Regarding the Utilization Of Minority and Women Owned Business Enterprises for Professional Services

1. Policy Statement

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

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

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

2. Aspirational Goals

   a. Upon the effective date of these Special Conditions, the Consultant agrees to make a best efforts to attain the aspirational goals to award **25%** of the annual dollar value of all Commission Contracts to MBEs and **5%** of the annual dollar value of all Commission Contracts to WBEs..

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

   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 Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Determining MBE/WBE Utilization

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 Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.

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

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

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

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

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

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

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

5. Submission of Proposals

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

(1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.

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

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

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

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

6. Evaluation of Compliance Proposals

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

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

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

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

7. Request for Waiver

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

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

(1) Attendance at the Pre-bid conference;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

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

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

9. Failure To Achieve Goals

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

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

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

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

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

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

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

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

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

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

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

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

10. Reporting and Record-Keeping Requirements

a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

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

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

11. Disqualification of MBE or WBE

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

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

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

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

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

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

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

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

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

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

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

14. Non-Compliance

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

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

15. Severability

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

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SCHEDULE B

Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

_____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

_____

_____

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

   _____

   _____

   _____

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

   _____

   _____

   _____

E. Nature of joint venture's business

_____

_____

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

   _____

   _____

SCHEDULE B
Joint Venture Affidavit (2 of 3)

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

_____
_____

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

1. Financial decisions _____

2. Management decisions such as:

   a. Estimating _____

   b. Marketing and Sales _____

   c. Hiring and firing of management personnel _____

   d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

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

   _____
   _____

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

   _____
   _____

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

_____
_____

SCHEDULE B

Joint Venture Affidavit (3 of 3)

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

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

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

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

Name of Project: _____

Project Number: _____

FROM:

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

TO:

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

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

_____

_____

_____

_____

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

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

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

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

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

BY:

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

_____ _____
Date Name (Print)

_____
Phone

IF APPLICABLE:
BY:

_____ _____
Joint Venture Partner (Print) Signature

_____ _____
Date Name (Print)
_____ MBE ____ WBE ____ Non-MBE/WBE ___
Phone

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation (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 Professional Service Provider 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 Base Bid		☐ %	☐ %

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

SCHEDULE D

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

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

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

BY:

_____	_____
Name of Contractor (Print)	Signature
_____	_____
Date	Name (Print)
_____	
Phone	

IF APPLICABLE:

BY:

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