



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

PROFESSIONAL SERVICES AGREEMENT

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081I)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

TERRACON CONSULTANTS, INC.

FOR

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081I)

Public Building Commission of Chicago

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

FIRM NAME:	Terracon Consultants, Inc.
CONTACT NAME:	Heather Eckard
CONTACT TELEPHONE:	630-445-0161
CONTACT EMAIL:	heather.eckard@terracon.com
ADDRESS:	650 West Lake Street, Suite 420 Chicago, Illinois 60661

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

TABLE OF CONTENTS

Execution Page.....3

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

Schedule B – Scope of Services.....12

Schedule C – Compensation of the Consultant18

Schedule D – Insurance Requirements21

Schedule E – Key Personnel24

Attachment A – Legal Actions128

Attachment B – Disclosure Affidavit130

Attachment C – Disclosure of Retained Parties139

Attachment D – Special Conditions for the Utilization of MBE/WBE Firms142

EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES – PS30811

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 **Terracon Consultants, Inc.** with offices at 650 West Lake Street, Chicago, Illinois 60661 (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
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES- PS30811

PUBLIC BUILDING COMMISSION OF CHICAGO


Mayor Brandon Johnson
Chairman

Date: 01/22/2024

ATTEST:


Mary Pat Witry
Secretary

Date: 1-17-2024

CONSULTANT: Terracon Consultants, Inc.


President or Approved Signatory

Date: 1/3/2024

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Will

State of: Illinois

Subscribed and sworn to before me by Linda Yang and _____
on behalf of Consultant this 3 day of Jan, 2024.


Notary Public

My Commission expires: 7/13/26
(SEAL OF NOTARY)



Approved as to form and legality:


Neal & Leroy, LLC

Date: 1-16-2024

**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 its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.

- d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
 - e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
 - f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.
 - g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **Duties and Obligations of Consultant.**
- a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.
 - b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on

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

- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_eccr_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 \$1,500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the 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 signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE B SCOPE OF SERVICES

4.1 Intent

The Public Building Commission of Chicago (PBC) requires the services of qualified and experienced environmental consultants or teams in order to perform Renovation/Demolition Services for the PBC.

4.2. General Scope of Services – Environmental Consulting Services for Renovation and Demolition

The Environmental Consultant (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 will provide, on a Task Order basis, all Services, including inspections, drawings and specifications and performance of renovation/demolition oversight activities including hazardous (and non-hazardous) waste removal activities, and the oversight of lead and asbestos abatement activities.

If the Consultant is performing in a satisfactory manner, the Commission will assign additional Task Orders to the Consultant for each of the future phases of Services required until Project completion.

The Consultant's Services shall include, but are not limited to, the following categories of work:

A. Asbestos Containing Materials Inspections

The Consultant shall conduct asbestos containing materials inspections of buildings as requested by the PBC that are scheduled for either renovation or demolition activities. The types of buildings can range from residential, commercial, industrial and school buildings. For renovation activities in schools, the Consultant shall follow the Asbestos Hazard Emergency Response Act (AHERA) requirements and for all non-school building renovation and demolition projects, the Consultant shall follow the National Emission Standards for Hazardous Air Pollutants (NESHAP) for Asbestos (Code of Federal Regulations at 40 C.F.R. Part 61, Subpart M requirements).

Surveys shall be completed by conducting a thorough inspection of all areas that will be affected by the renovation/demolition activities in the facility for asbestos containing materials in accordance with the regulations above and by utilizing an Illinois Department of Public Health (IDPH) licensed asbestos inspector. The IDPH licensed asbestos inspector shall sign the final inspection report. Samples shall be analyzed by a "National Voluntary Laboratory Accreditation Program" (NVLAP) accredited laboratory.

The Consultant shall provide draft and final asbestos survey reports to the PBC for review and comment, which includes, at a minimum, a site map indicating a north arrow, material types, quantities, locations, laboratory data sheets, analytical results, copies of IDPH licenses for inspectors, chain of custody forms, and a chart and clear summary of results (utilizing existing site/floor plans to indicate sample locations). The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the PBC's electronic file management system for use by the PBC's project team.

B. Lead-Based Paint Inspections

The Consultant shall conduct lead-based paint inspections as requested by the PBC using an X-Ray Fluorescence (XRF) lead paint analyzer and/or collection of paint chip samples from painted surfaces in the structure to be renovated/demolished. This survey shall be conducted by an IDPH licensed lead inspector and/or risk assessor.

The Consultant shall provide draft and final reports to the PBC for review and comment that shall consist of, at a minimum, the name of the lead inspector, license number, the date of inspection, list all substrates inspected, the colors of paint on each substrate and wall direction for each sample, the reading for each sample positive/negative/inconclusive or concentration, an evaluation for each sample taken if the paint is in good, fair or poor condition, and a chart and clear summary of results (utilizing existing site/floor plans to indicate sample locations). Results of any laboratory analyses shall be included in this report along with the chain-of-custody forms as necessary. The IDPH licensed lead inspector shall sign the final inspection report. The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the PBC's electronic file management system for use by the PBC's project team.

C. Hazardous Material Building Inspections

The Consultant shall conduct an inspection of the structure(s) planned for renovation/demolition for hazardous (and non-hazardous) materials such as PCB-containing components, mercury-containing components, chemicals, universal wastes, and other hazardous (and non-hazardous) materials that require removal prior to renovation/demolition.

The Consultant shall provide a draft and final survey report that contains locations, estimated volumes, CAS registry numbers, quantities and types of materials, photographs, results of the inspection, limitations and recommendations. The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the PBC's electronic file management system for use by the PBC's project team.

D. Design Drawings and Specifications

Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP)

The Consultant shall prepare ACM and/or LBP abatement drawings using existing or generated plans and CAD drawings. The Consultant shall utilize existing or generated site/floor plans and ACM and LBP inspections to indicate ACM and LBP requiring abatement prior to renovation/demolition. The Consultant shall use the ACM and LBP inspections and create (or modify existing) ACM and LBP abatement specifications for project-specific abatement work. ACM abatement plans shall be reviewed and approved by an IDPH licensed asbestos project designer. Additionally, the Consultant shall prepare necessary documents in order to "delist" the structure as a school building prior to demolition activities. For work in school buildings, the Consultant must have an IDPH licensed Project Designer identified on its team.

The Consultant shall provide draft and final copies of the abatement specifications and drawings to the PBC for review and comment. The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the PBC's electronic file management system for use by the PBC's project team.

Hazardous Materials

The Consultant shall prepare hazardous (and non-hazardous) materials removal specifications for all materials requiring removal and recycling/disposal prior to the renovation/demolition of a building.

The Consultant shall provide draft and final copies of the hazardous (non-hazardous) specifications to the PBC. The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the e-Builder website.

E. Oversight of Waste Removal Activities

At a minimum, the Consultant shall be responsible for the following Hazardous (and Non-Hazardous) waste materials management and oversight activities at a typical PBC renovation/demolition project:

1. The Consultant shall be familiar with the specifications and waste inventory of all buildings to be renovated or demolished including quantities, classifications, and locations of all waste within the buildings requiring removal by a hired Contractor.
2. The Consultant shall attend all project-related meetings with PBC and the AOR team.
3. The Consultant shall review and approve all submittals related to the handling, removal and disposal of all regulated waste from all buildings included in the scope of work.
4. 4. The Consultant shall coordinate with Renovation/Demolition Contractors on-site and shall maintain all submittal records and upload them to PBC's electronic file management system on a weekly basis.
5. The Consultant shall be responsible to maintain schedules of all waste removal activities on-site.
6. The Consultant shall be responsible to inspect the areas where waste is being removed and stored.
7. The Consultant shall inspect all waste leaving the site and shall sign off on all waste manifests and bills of lading on behalf of the PBC.
8. The Consultant shall also be responsible to meet with regulators as requested and shall respond within twenty-four (24) hours to any violation notices received.
9. The Consultant shall respond to site issues, unforeseen conditions, regulatory inspections/citations, site emergencies, spills, etc. on an emergency response basis and prepare a detailed comprehensive report at the conclusion of each incident.
10. The Consultant shall assist PBC PM with review and comment of all pay applications as requested.
11. The Consultant shall prepare a report documenting all waste removal activities that occurred on site, which includes photographed activities, signed waste manifests, transporter information, submittals, etc.

F. Oversight of Asbestos Abatement Activities

The Consultant shall provide IDPH licensed Asbestos Air Sampling Professionals/ Project Managers (ASP/PM) who shall coordinate daily work activities with the Renovation/Demolition General Contractor and their Asbestos Abatement Contractor. The Consultant shall monitor asbestos abatement activities in accordance with all local, state and federal guidelines. The Consultant shall review the asbestos contractor submittals including, but not limited to:

1. Notifications;
2. Worker and supervisor licensing;
3. Disposal facility information;
4. Health and Safety Plan;
5. Sign in sheets; and
6. Waste manifests.

At a minimum, the ASP/PMs shall be responsible for the following daily oversight activities per containment at the PBC job site:

1. The ASP/PM shall post and maintain all necessary notices/permits required to be posted at the jobsite.
2. The ASP/PM shall maintain a copy of the ACM inspection report at the jobsite.
3. The ASP/PM shall conduct containment inspections.
4. The ASP/PM shall inspect the work areas and abatement procedures for compliance with applicable regulations.
5. The ASP/PM shall visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by asbestos abatement employees.
6. The ASP/PM shall monitor the contractor work methods including workspace cleanliness, wet work methods, bag out, and final cleaning.
7. The ASP/PM shall evaluate whether visible debris and asbestos containing materials have been fully removed as per specifications and applicable regulations.
8. The ASP/PM shall conduct air monitoring in accordance with all local, state, and federal requirements. The ASP/PM shall provide work area monitoring (inside and outside containments) and final clearance inspection, testing and sample analysis using phase contrast microscopy (PCM), using National Institute for Occupational Safety and Health (NIOSH) Method 7400, and Transmission Electron Microscopy (TEM), using AHERA protocols, in accordance with applicable regulations.
9. The Consultant shall assist in the coordination of asbestos abatement activities with the PBC PM, the renovation/demolition contractor and their asbestos abatement contractor for the overall project.
10. The ASP/PM shall prepare daily reports documenting the abatement activities.
11. The ASP/PM shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:
 - a. Summary of work by building, including summaries of abated materials;
 - b. Company and ASP/PM Name and License;
 - c. Date and time of activities;
 - d. Sampling methods used;
 - e. Asbestos abatement contractor;
 - f. Daily worker log;
 - g. Work area sign-in and out logs;
 - h. Photographs during abatement activities (before and after);
 - i. Notifications;
 - j. Worker and Supervisor Licensing;
 - k. Waste Manifests;
 - l. Analytical/filled out air sampling forms by ASP;
 - m. Daily inspectors logs;
 - n. Other forms and/or logs required by state and federal regulations; and
 - o. Provide sampling and analysis of unexpected ACM encountered during the work.

G. Oversight of Lead Abatement Activities

The Consultant shall provide IDPH licensed lead inspectors and/or risk assessors who shall coordinate daily work activities with the Renovation/Demolition General Contractor and their Lead Abatement subcontractor. The Consultant shall monitor lead abatement activities in accordance with all local, state and federal guidelines and shall review the lead contractor submittals including but not limited to:

1. Notifications;
2. Worker and supervisor licensing;
3. Health and Safety Plan;
4. Disposal facility information;
5. Sign in sheets; and
6. Waste manifests.

At a minimum, the lead inspector shall be responsible for the following general activities at the PBC job site:

1. Inspect the containments, work areas and lead abatement procedures.
2. Maintain a copy of the LBP inspection report at the jobsite.
3. Post and maintain all necessary notices/permits required to be posted at the jobsite.
4. Prepare daily reports documenting the LBP abatement activities.
5. Visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by lead abatement employees.
6. Monitor contractor work methods including workspace cleanliness, work methods, and final cleaning.

7. Before a work area may be released for re-occupancy, the Consultant shall provide the following services:
 - a. The Consultant shall visually inspect the work area to ensure that all abated or mitigated surfaces and all floors have been treated to provide smooth and easily cleanable surfaces.
 - b. Lead dust levels on horizontal surfaces are tested and determined to be below applicable regulatory requirements and/or industry standards. All environmental lead samples must be submitted and analyzed by an accredited laboratory, as defined in the regulations.
 - c. The Consultant shall provide the lead abatement contractor a signed copy of the compliance investigation report required by Section 845.225 of the IDPH regulations, as applicable, before being released from the work area and allowing the work area for re-occupancy and removing the isolation barriers.
8. The Consultant shall assist in the coordination of asbestos abatement activities. The timing and sequencing, including area start and finish points, of abatement must be coordinated with the PBC PM, the renovation/demolition contractor and their asbestos abatement contractor for the overall project.
9. The lead inspector shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:
 - a. Summary of work by building, including summaries of abated materials;
 - b. Company and lead inspector name and license;
 - c. Date and time of activities;
 - d. Sampling methods used;
 - e. Lead abatement contractor;
 - f. Daily worker log;
 - g. Work area sign-in and out logs;
 - h. Photographs during abatement activities (before and after);
 - i. Notifications;
 - j. Worker and Supervisor Licensing; and
 - k. Waste Manifests.
 - Chains of Custody/Analytical signed by lead inspector;
 - Daily inspectors' logs; and
 - Other forms and/or logs required by state and federal regulations.

The Commission reserves the right to add, delete, alter, change, or otherwise modify the services required to be performed by the Selected Respondent.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

TERRACON
LOADED HOURLY RATES
ENVIRONMENTAL CONSULTING SERVICES RENOVATION AND DEMOLITION - PS3081

Complete the following Hourly Rate table and provide various hourly rates for the staff who will work on Environmental Consulting Services for Renovation and Demolition projects. The hourly rate shall include typical overhead and/or reimbursable costs 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 as typical overhead.

Job Title	Unit	Hourly Rates
Assessment/Project Management Services		
A Senior Project Manager	Per hour	\$ 155.00
B Project Manager	Per hour	\$ 135.00
C Field Services Supervisor	Per hour	\$ 100.00
D Clerical	Per hour	\$ 65.00
E Licensed Professional Engineer, PE	Per hour	\$ 185.00
F Environmental Scientist (40hr HAZWOPPER)	Per hour	\$ 125.00
G Environmental Technician	Per hour	\$ 90.00
H CADD Operator	Per hour	\$ 85.00
I Certified Industrial Hygienist	Per hour	\$ 145.00
J Licensed Asbestos Management Planner	Per hour	\$ 100.00
K Licensed Asbestos Project Manager	Per hour	\$ 95.00
L Licensed Asbestos Air Sampling Professional	Per hour	\$ 90.00
M Licensed Lead Inspector	Per hour	\$ 90.00
N Licensed Risk Assessor	Per hour	\$ 90.00
O Certified Hazardous Materials Manager	Per hour	\$ 125.00
P Clerical/Administrative	Per hour	\$ 65.00
Q [Insert Other Title Here]	Per hour	\$ -
R [Insert Other Title Here]	Per hour	\$ -
S [Insert Other Title Here]	Per hour	\$ -
Environmental Design Services		
A Environmental Engineer P.E.	Per hour	\$ 160.00
B CAD Specialist	Per hour	\$ 85.00
C Drafting Technician	Per hour	\$ 70.00
D Clerical/Administrative Staff	Per hour	\$ 65.00
E Project Manager	Per hour	\$ 135.00
F Sr. Project Designer	Per hour	\$ 175.00
G Licensed Asbestos Designer	Per hour	\$ 140.00
H Lead Design	Per hour	\$ 130.00
I Hazardous Materials Design	Per hour	\$ 125.00
J [Insert Other Title Here]	Per hour	\$ -
K [Insert Other Title Here]	Per hour	\$ -

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 \$5,000,000 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 \$2,000,000 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 \$5,000,000 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)

3/20/2024

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 Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Travelers Property Casualty Company of America	NAIC # 25674
INSURED 1363557 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061	INSURER B : The Travelers Indemnity Company of America	25666
	INSURER C : The Travelers Indemnity Company	25658
	INSURER D : Allied World Assurance Company (U.S.) Inc.	19489
	INSURER E : Lloyds of London	
	INSURER F :	

COVERAGES ***MAIN CERTIFICATE NUMBER: 20196482 REVISION NUMBER: XXXXXXXX

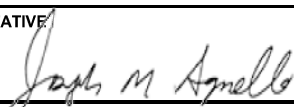
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TC2J-GLSA-9P529930	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	TC2J-CAP-131J3858	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 0	Y	Y	CUP-4W208814	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	CONTRACTORS POLLUTION LIAB PROFESSIONAL LIABILITY	Y	Y	0312-6506 LDUSA2405180	4/1/2023 4/1/2024	4/1/2025 4/1/2025	\$10,000,000 EACH OCCURANCE/AGGREGATE \$5,000,000 EACH CLAIM/\$5,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PURSUIT # P11237114 ; PROJECT NAME: PS30811 - ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES. SEE ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

20196482 PUBLIC BUILDING COMMISSION OF CHICAGO PROCUREMENT DEPARTMENT RICHARD J. DALEY CENTER ROOM 200 50 WEST WASHINGTON STREET CHICAGO, IL 60602 <div style="text-align: right;">APPROVED JLB 10/7/2024</div>	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 
---	--

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 AGENCY OR OWNER REQUIRED BY THE COMMISSION ARE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS TO GENERAL, AUTO, EXCESS/UMBRELLA, AND CONTRACTOR'S POLLUTION LIABILITY IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL, AUTO, EXCESS/UMBRELLA, CONTRACTOR'S POLLUTION LIABILITY AND WORKERS COMPENSATION/EMPLOYERS LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)

3/20/2024

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 Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
INSURED 1013716 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES ***MAIN CERTIFICATE NUMBER: 20196488 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS\$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROPERTY INCLUDING VALUABLE PAPERS	N	Y	QT-630-1R582834	4/1/2024	4/1/2025	\$10,000,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PURSUIT # P11237114; PROJECT NAME: PS30811 - ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES. WAIVER OF SUBROGATION APPLIES TO VALUABLE PAPERS LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

20196488
PUBLIC BUILDING COMMISSION OF CHICAGO
PROCUREMENT DEPARTMENT
RICHARD J. DALEY CENTER ROOM 200
50 WEST WASHINGTON STREET
CHICAGO, IL 60602

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

AUTHORIZED REPRESENTATIVE



SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)



Section 2

KEY PERSONNEL, RESUMES & APPLICABLE LICENSES




To facilitate the delivery and execution of task orders under this contract, Terracon will assign **Mr. Mitch Reiber, P.G., CIH; Ms. Heather Eckard; and Mr. James Baxter**, as key personnel on the project team to coordinate and direct the services. Each of these key personnel has significant experience providing environmental services under similar task order contracts. The following matrix includes the key personnel **KP** as well as other staff proposed to work on PBC projects. Licenses and resumes of all of Terracon’s available environmental staff are included on the pages following. Terracon’s environmental expertise is represented by the experience and credentials of the following full-time Terracon employees.

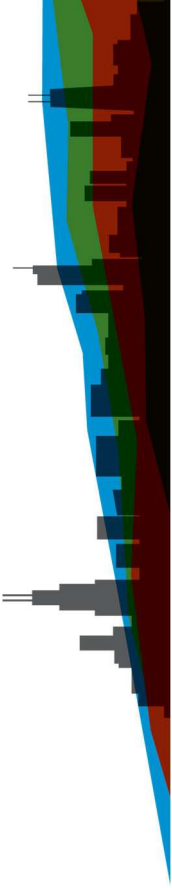
Name	Total Yrs. Exp.	Yrs. w/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses	Asbestos Inspections	Lead Inspections	Hazardous Waste Inspections	Asbestos Abatement Design Drawings	Lead Abatement Design Drawings	Asbestos Abatement Specifications	Lead Abatement Specifications	Hazardous Waste Removal Oversight	Asbestos Abatement Oversight	Lead Abatement Oversight	QA/QC Technical Review	
James Baxter *KP	17	13	Group Manager	B.S. Env. Science: 2005	IL-Licensed Asbestos Inspector/Project Manager, Project Planner/Air Sampling Professional 	X		X	X	X	X		X			X	
Alex Davis	14	9	Staff Scientist	Rock Island High School: 2009	IL-Licensed Asbestos Inspector/Project Manager/ Air Sampling Professional 												

Section 2

Name	Total Yrs. Exp.	Yrs. w/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses	Asbestos Inspections	Lead Inspections	Hazardous Waste Inspections	Asbestos Abatement Design Drawings	Lead Abatement Design Drawings	Asbestos Abatement Specifications	Lead Abatement Specifications	Hazardous Waste Removal Oversight	Asbestos Abatement Oversight	Lead Abatement Oversight	QA/QC Technical Review
Heather Eckard *KP	22	9	Project Manager/Industrial Hygiene	B.S. Env. Health: 2002	IL-Licensed Asbestos Inspector/Project Manager/Air Sampling Professional/Lead Risk Assessor/Certified XRF Operator  	X	X	X	X	X	X	X	X	X	X	
Chris Heynen	16	4	Staff Scientist	B.S. Biology: 2006	IL-Licensed Asbestos Inspector 	X		X					X	X		

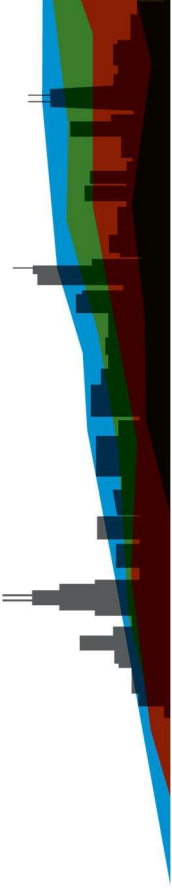
Section 2

Name	Total Yrs. Exp.	Yrs. W/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses	Asbestos Inspections	Lead Inspections	Hazardous Waste Inspections	Asbestos Abatement Design Drawings	Lead Abatement Design Drawings	Lead Abatement Specifications	Hazardous Waste Removal Oversight	Asbestos Abatement Oversight	Lead Abatement Oversight	QA/QC Technical Review	
Brandy Howard	13	1	Sr. Project Manager	B.S. Engineering Env. Specialty: 2008 M.S. Env. Science: 2019	Professional Engineer, Certified Safety Professional, Certified Industrial Hygienist, IL-Licensed Asbestos Project Designer 		X		X		X				X	
Terri Lewis	27	9	Env. Technician	Minooka High School: 1981	IL-Licensed Asbestos Inspector/Project Manager/ Air Sampling Professional/Lead Risk Assessor/Certified XRF Operator  	X	X							X		X



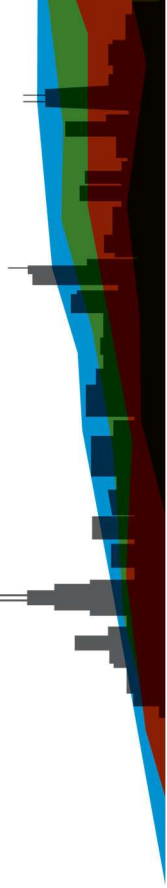
Section 2

Name	Total Yrs. Exp.	Yrs. W/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses	Asbestos Inspections	Lead Inspections	Hazardous Waste Inspections	Asbestos Abatement Design Drawings	Lead Abatement Design Drawings	Asbestos Abatement Specifications	Lead Abatement Specifications	Hazardous Waste Removal Oversight	Asbestos Abatement Oversight	Lead Abatement Oversight	QA/QC Technical Review
Steve Mack	33	3	Staff Scientist	Rickridge High School : 1988	IL-Licensed Asbestos Inspector/Project Manager/ Air Sampling Professional/Lead Risk Assessor/Certified XRF Operator  	X	X							X	X	
Mitch Reiber *KP	14	38	Sr. Industrial Hygiene Consultant & QC/QA	B.S Geology: 1984 M.S. Industrial Hygiene: 2008	Professional Geologist, Certified Industrial Hygienist  				X	X	X	X				X



Section 2

Name	Total Yrs. Exp.	Yrs. w/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses	Asbestos Inspections	Lead Inspections	Hazardous Waste Inspections	Asbestos Abatement Design Drawings	Lead Abatement Design Drawings	Asbestos Abatement Specifications	Lead Abatement Specifications	Hazardous Waste Removal Oversight	Asbestos Abatement Oversight	Lead Abatement Oversight	QA/QC Technical Review
Steve Swenson PG, CHMM	30	5	Sr. Geologist	B.S National Env. Systems: 1993 M.S. Industrial Hygiene: 2008	Professional Geologist, Certified Hazardous Materials Manager 			X					X			
*KP=Key Personnel																



James R. Baxter

Environmental Group Manager, Industrial Hygiene Services

PROFESSIONAL EXPERIENCE

Mr. Baxter is a Senior Project Manager and Group Manager specializing in asbestos and industrial hygiene services in Terracon's Bettendorf, Iowa office, and currently has over 17 years of experience in numerous aspects of the environmental industry. He oversees and leads the Bettendorf office staff in the completion of lead, asbestos, and mold inspections (including the preparation of technical specifications and bid documents), industrial hygiene and air sampling projects, Phase I Environmental Site Assessments (ESAs), limited site investigations (LSIs), and other regulatory compliance projects. Mr. Baxter is skilled at Project Management, including the preparation and maintenance of project budgets and field schedules, on-time report delivery, training and oversight of field staff during project activities, review and evaluation of laboratory analytical data, and provides quality report review services as a Terracon Authorized Project Reviewer (APR). Mr. Baxter also serves as a technical resource for the region and frequently provides assistance and technical reviews for projects located throughout Illinois, Iowa, Missouri, Minnesota, Nebraska, and Wisconsin.

Mr. Baxter is involved in both the local section and national organization of the American Industrial Hygienic Association (AIHA), and his technical expertise includes experience conducting project-related activities under a variety of federal, state, and local regulatory programs and guidance including the Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), United States (US) Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Iowa Department of Natural Resources (IDNR) and Iowa Department of Public Health).

PROJECT EXPERIENCE

Winnebago County IH Services – Rockford, Illinois

Served as the local technical team and field lead on an industrial hygiene fire-response project. Provided air monitoring expertise inside the building, along with field assistance to the asbestos inspection team and abatement monitoring team, and served as the APR for the asbestos portion of the project. Upon completion of the completion of the project, participated in a closeout discussion of the project with key Project Team members.

Confidential Projects (multiple) – Milford and Countryside, Illinois

Served as the APR and technical lead for multiple pre-demolition and pre-renovation asbestos and regulated materials inspection projects. Oversaw internal and external kickoff meetings, reviewed the internal project approach for safety concerns and considerations, confirmed the budget, and provided technical assistance for the field team. Reviewed the final draft



EDUCATION

Bachelor of Science,
Environmental GeoScience,
Northern Illinois University,
DeKalb, Illinois

REGISTRATIONS/ CERTIFICATIONS

OSHA 29 CFR 1910.120 40-
hour Hazardous Waste
Operations and Emergency
Response (Initial and
refreshers), 2005-current

Licensed Asbestos Project
Manager / Inspector /
Management Planner / Air
Sampling Professional in the
State of Illinois

Licensed Asbestos Supervisor /
Inspector / Management
Planner / Project Designer in
Iowa and Wisconsin

Asbestos Fiber Counting
(NIOSH 582e) and Asbestos Air
Sampling Practices

State of Iowa DPH Certified
Lead Inspector/Risk Assessor

State of Iowa Certified
Groundwater Professional and
Tank Remover

Nuclear Density Gauge and XRF
Safety Training

First Aid/CPR Training

AFFILIATIONS

AIHA, Iowa-Illinois and Upper
Midwest Chapters

American Society of Safety
Professionals, Quad City
Chapter

report for completeness and accuracy of the deliverable, evaluated and confirmed the laboratory analytical data, and prepared the final recommendations for additional action.

Brookdale Lake View Asbestos Inspection – Chicago, Illinois

Served as the APR and technical lead on an asbestos inspection at a senior living facility. Oversaw all aspects of the project from the proposal draft to the final report completion, and provided assistance to senior team members on the project as needed.

Print Pack Facility Roofing Inspection – Elgin, Illinois

Served as the Project Manager and APR for a roofing asbestos inspection project for a large printing facility. Met virtually with the client representative prior to mobilizing to the site to confirm safety and access restrictions related to the sampling scope, and also met virtually with the representative while the field team was on-site and discussed the steps that would be taken following sample collection. Oversaw and guided junior staff during the preparation of the final report and provided a final technical review on the deliverable.

Numerous Sites – Throughout Illinois, Iowa, and Wisconsin

Served in a variety of roles on ESA, LSI, asbestos, and industrial hygiene projects ranging from field team lead, Project Manager, up to APR/Senior Project Manager at a variety of sites that have included schools (K-12, as well as colleges and universities), small- and large-scale industrial facilities, commercial buildings ranging from smaller entities/businesses to multi-story structures, hotels/motels, chemical production facilities, and multi-use residential and commercial developments. Services have included the collection of a variety of samples, categorizing and quantifying of materials, review of laboratory analytical data, and preparation of reports and other client communication.

Related additional services include the preparation of mold remediation guidance documents, asbestos and lead abatement (and demolition) technical specifications and bid documents (including the preparation of bid forms and hosting bid walks at sites), oversight of abatement of asbestos, lead, and other potentially regulated materials, air monitoring, air clearance sampling, personal exposure sampling/monitoring, collection of post-cleaning or post-abatement wipe samples, and quantification of fibers in air samples via Phase Contrast Microscopy in accordance with National Institute for Occupational Safety and Health (NIOSH) Method 7400.



ASBESTOS PROFESSIONAL LICENSE

ID NUMBER

100 - 19250

ISSUED

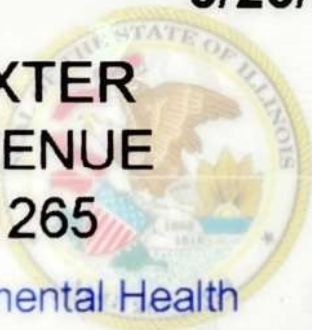
3/23/2023

EXPIRES

05/15/2024

JAMES R BAXTER
4823 51ST AVENUE
MOLINE, IL 61265

Environmental Health



ENDORSEMENTS

TC EXPIRES

INSPECTOR

1/13/2024

MANAGEMENT PLANNER

1/13/2024

PROJECT MANAGER

1/6/2024

AIR SAMPLING PROFESSIONAL

Alteration of this license shall result in legal action

This license issued under authority of the State of Illinois
Department of Public Health

This license is valid only when accompanied by a valid
training course certificate.

Alexander J. Davis

Environmental Scientist/Field Scientist

PROFESSIONAL EXPERIENCE

Mr. Davis is an environmental scientist specializing in asbestos services in Terracon's Bettendorf, Iowa office and currently has over 12 years of experience in the industry. He is involved in completion of lead, asbestos, and mold surveys, asbestos abatement monitoring and oversight projects, and other regulatory compliance projects. Services include the completion of field activities, review and evaluation of field and analytical data, and final report preparation.

Mr. Davis' technical expertise includes experience conducting under a variety of federal, state, and local regulatory programs including the Iowa Department of Natural Resources (IDNR), Iowa Department of Public Health (IDPH), Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), Wisconsin Department of Health Services (DHS), Minnesota Department of Health's (MDH), United States Environmental Protection Agency (USEPA), and Occupational Safety and Health Administration (OSHA). His previous work experience also included working under United States Department of Agriculture (USDA) and Federal Drug Administration (FDA) rules and regulations and is also knowledgeable about Mine Safety and Health Administration (MSHA) rules.

PROJECT EXPERIENCE

ASBESTOS/LEAD

Winnebago County Courthouse – Rockford, Illinois

Served as a project manager for the completion of air monitoring in the courthouse for industrial hygiene and general safety documentation. Monitoring involved collecting background and ambient air samples, and general observations. Mr. Davis also assisted in the completion of survey reports and other project deliverables.

Loves – Wadsworth, Illinois

Served as the asbestos project team lead for asbestos surveys of multiple residential properties, responsible for identifying and assessing the presence and condition of asbestos-containing materials, collecting samples for analysis, providing relevant information about the suspected materials, and ensuring proper documentation, and assisted in the completion of survey reports and other project deliverables

Print Pack – Elgin, Illinois

Served as the project manager for asbestos survey for roofing renovation, responsible for identifying and assessing the presence and condition of asbestos-containing materials, collecting samples for analysis, providing relevant information about the suspected materials, and ensuring proper documentation, and assisted in the completion of survey reports and other project deliverables.



REGISTRATIONS/ CERTIFICATIONS

Licensed Asbestos Inspector, Supervisor, Project Manager, and Air Sampling Professional, State of Illinois – License No. 100-19155

Licensed Lead Inspector, Risk Assessor, State of Iowa – License No. LEAD-INSP10168

Licensed Asbestos Inspector State of Iowa – License No. 22-9073

Licensed Asbestos Inspector and Supervisor, State of Wisconsin – License No. ACS-182421, All-182421

Asbestos Fiber Counting (NIOSH 582) and Asbestos Air Sampling Practices

Nuclear Density Gauge Safety Training

XRF Safety Training (multiple units)

First Aid / CPR Training

PROFESSIONAL TRAINING

OSHA 40-hour Health & Safety 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER), 2022

Commercial Property – Algonquin, Illinois Served as the project manager for asbestos surveys, responsible for identifying and assessing the presence and condition of asbestos-containing materials, collecting samples for analysis, providing relevant information about the suspected materials, and ensuring proper documentation, and assisted in the completion of survey reports and other project deliverables

Davenport Community School District (DCSD) Davenport, Iowa

Served as project manager for the DCSD projects, which included conducting initial and reinspection services on approximately 42 buildings within the district. Served as a project consultant for the district on numerous asbestos surveys and asbestos abatement oversight projects. Services included soliciting bids from permitted asbestos abatement firms, hosting bid walks on behalf of the district, notification of bid awards to selected asbestos abatement firms, preparation of asbestos abatement technical specifications, project scheduling in accordance with district plans, abatement monitoring and oversight, background, ambient, and final air sample collection, and preparing of final reports.

Flexsteel Industries, Inc. (Flexsteel) Dubuque, Iowa

Served as a team lead for the asbestos abatement oversight portion of the approximately 800,000-square-foot facility while on-site. The abatement was completed in numerous phases, which included traditional interior abatement services as well as oversight for significant portions of the structure that were demolished as Regulated Asbestos-Containing Material (RACM). Assisted with coordinating the efforts of the abatement team so as not to impact other work around the site.



ASBESTOS PROFESSIONAL LICENSE

ID NUMBER

100 - 19155

ISSUED

1/18/2023

EXPIRES

05/15/2024

ALEXANDER J DAVIS
409 30TH AVE. WEST
MILAN, IL 61264

Environmental Health



ENDORSEMENTS

SUPERVISOR/WORKER

INSPECTOR

PROJECT MANAGER

AIR SAMPLING PROFESSIONAL

TC EXPIRES

12/2/2023

12/20/2023

12/2/2023

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
Department of Public Health
This license is valid only when accompanied by a valid
training course certificate.

Heather E. Eckard

Project Manager

PROFESSIONAL EXPERIENCE

Ms. Eckard is an Industrial Hygienist in Terracon's Glendale Heights and Chicago offices. She has over 21 years of environmental and industrial hygiene consulting experience including disaster response, inspections and abatement oversight on multiple education, commercial, retail and industrial sites. Ms. Eckard's duties also include preparing technical reports, data collection, client interaction and site reconnaissance.

PROJECT EXPERIENCE

Belmont Cragin Elementary School, Chicago, IL - Environmental Consulting Services

Project manager for environmental consulting services for this Public Building Commission of Chicago renovation project in support of a gym demolition, school addition and limited fieldhouse interior improvement activities at this Riis Park Chicago Park District location. Services included a limited asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned renovation and demolition of the gym and the preparation of technical specifications and drawings for asbestos abatement and LBP mitigation. Provided oversight of professional staffing performing on-site project management and air sampling during abatement for the new school building.

Decatur Elementary School, Chicago, IL - Environmental Consulting Services

Project manager for environmental consulting services for this Public Building Commission of Chicago renovation project at an elementary school. Services included a limited asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned renovation and the preparation of technical specifications and drawings for asbestos abatement and LBP mitigation. Ms. Eckard provided oversight of professional staffing performing on-site project management and air sampling during abatement and prepare the Asbestos Management Plan for the new school building.

George Washington High School, Chicago, IL - Environmental Consulting Services

Project manager for environmental consulting services for this Public Building Commission of Chicago renovation project at the school. Services included a limited asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned renovation and the preparation of technical specifications and drawings for asbestos abatement and LBP mitigation. Ms. Eckard will also oversee professional staffing performing on-site project management and air sampling during abatement and prepare the Asbestos Management Plan for the new school building.



EDUCATION

Bachelor of Science,
Environmental Health, Illinois
State University, Normal, Illinois,
2002

REGISTRATIONS

Asbestos Analyst Registry (AAR) #
8783

CERTIFICATIONS

Illinois Licensed Asbestos
Inspector, Air Sampling
Professional, Asbestos Project
Manager, #100-10397

Illinois Licensed Lead Inspector,
Risk Assessor, #L-10996

Indiana Licensed Asbestos
Inspector, #190908127

Michigan Licensed Asbestos
Inspector, #A45588

Illinois/Indiana/Michigan Asbestos
Building Inspector, EPA 40 CFR
763, Certification
#BIR1502270979

Illinois/Indiana Asbestos
Abatement Supervisor, EPA 40
CRF 463, Certification
#ASR1403060654

Radiation Safety Awareness 49
CFR 172.702 and 172.704

Confined Space Awareness –
OSHA 29 CFR 1910.146

NIOSH 582, "Sampling and
Evaluating Airborne Asbestos
Dust"

RMD LPA-1 Lead Paint Inspection

Work History

Terracon, IH/Asbestos Services,
2014-present

Carnow, Conibear & Assoc., Ltd.
Industrial Hygienist, 2002-2013

City of Chicago Department of Assets, Information & Services (AIS), formerly 2FM - Asbestos, Lead-based Paint and Other Hazardous Materials Assessment/Oversight

Program manager for on-call contract to provide asbestos, lead-based paint and other hazardous materials inspections, sampling and analysis at various City of Chicago facilities wherein AIS tradespersons will be conducting future repair, renovation and/or construction services and provide recommendations to AIS for abatement/mitigation in the most cost-effective manner and provide project oversight during any required abatement/mitigation.

Chicago Housing Authority (CHA) - Environmental Consulting

Project manager and/or coordinator for on-going environmental consulting contract on issues related to asbestos, LBP, indoor air quality/mold assessment, environmental consulting as well as PM10 and sensitive receptor monitoring during building demolition. Services to date have included: environmental asbestos/demolition oversight at Murray Homes Blocks 15 and 16; exigency hazard inspection and abatement oversight at Lathrop Homes; and LBP inspections and reporting at over 1,000 scattered site housing units.

UIUC State Farm Center (Assembly Hall), Champaign, IL -Environmental Consulting Services

Provided asbestos/lead oversight and air sampling during abatement activities in support of the renovation and addition of State Farm Center (formerly Assembly Hall) located on the campus of the University of Illinois at Urbana-Champaign (UIUC). Assembly Hall serves as the main indoor sports and entertainment arena at UIUC and is listed on the National Register of Historic Places by the Illinois Historic Preservation Agency for its historical and architectural significance.

Asbestos/LBP Consulting Services – UIC College of Medicine Learning Center Space Renovation, Chicago, IL

Terracon was retained by UIC to provide environmental consulting, inspection, design and oversight services in support of the Com Learning Center Space renovation of six floors with multiple classrooms and laboratories and a basement with mechanical rooms and a student lounge. The 2nd, 3rd, and 4th floor renovation space covers approximately 25,000 square feet (SF) each. Ms. Eckard an environmental professional provided oversight during abatement and LBP mitigation activities.

Asbestos Consulting Services – CDB Project #830-030-154: UIC College of Dentistry Infrastructure Improvements, Chicago, IL

Project manager for asbestos abatement oversight services in support of the infrastructure improvement project of the College of Dentistry building located on the campus of the University of Illinois at Chicago (UIC). Ms. Eckard provided project administration during abatement and was part of the staff of asbestos professionals providing oversight during abatement activities.

Department of Aviation (DOA) – O’Hare International Airport, Chicago, IL*

Performed asbestos and lead based paint surveys, prepared asbestos abatement project designs, and conducted project management and air sampling services at numerous sites at O’Hare International Airport and Midway Airport. Tasks included field surveys, collection of bulk samples for analysis, inspection reports including detailed CAD drawings summarizing the location of asbestos containing materials, project management, air sampling and sample analysis for asbestos clearance.

General Services Administration, Various Locations*

Performed asbestos and lead based paint surveys in various government buildings and courthouses. The projects included identifying suspect materials, collection samples, and providing a detailed report with drawings and cost estimates for all identified materials.



LEAD RISK ASSESSOR LICENSE

LEAD ID ISSUED
010996 12/29/2022
Heather E Eckard

EXPIRES
1/31/2024



ILLINOIS LEAD PROGRAM
Environmental Health

Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES

11/28/2025

This license issued under authority of the State
of Illinois -Department of Public Health

This license is valid only when accompanied by
a valid training course certificate

If found return to 525 W. Jefferson St Springfield, IL 62761



ASBESTOS PROFESSIONAL LICENSE

ID NUMBER

100 - 10397

HEATHER E ECKARD

ISSUED

4/18/2023

EXPIRES

05/15/2024



Environmental Health

ENDORSEMENTS

INSPECTOR

PROJECT MANAGER

AIR SAMPLING PROFESSIONAL

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois

Department of Public Health

33 This license is valid only when accompanied by a valid training course certificate.

TC EXPIRES

2/1/2024

6/13/2023

Chris Heynen

STAFF SCIENTIST

PROFESSIONAL EXPERIENCE

Mr. Heynen is a Staff Scientist in Terracon's Chicago, Illinois Office. Duties include site reconnaissance, data collection, preparing technical reports, and client interaction. Mr. Heynen has experience in conducting Phase I Environmental Site Assessment (ESA) reports; subsurface investigations and reporting; National Environmental Policy Act (NEPA) reports; asbestos sampling and reporting; radio frequency modeling and monitoring and reporting; Indoor Air Quality Assessments and reporting; and water, soil, and air sampling.

Mr. Heynen has prepared Phase I ESAs for a wide range of properties and clients. These assessments focused on evaluating site conditions, potential off-site liabilities, and environmental control systems in order to advise prospective buyers, operators, and owners of potential and existing environmental concerns. His assessment experience includes residential, commercial, industrial, utility, and telecommunications developments.

In addition to environmental assessments, Mr. Heynen has experience conducting NEPA Compliance Reviews. NEPA Compliance Reviews include an analysis of historical properties, wetlands, endangered species habitat, floodplains, and other areas of environmental concern for proposed telecommunications installations. His asbestos experience consists of bulk sampling at residential, commercial, and industrial properties, as well as proposed telecommunications installations. Radio frequency / electromagnetic emissions work includes modeling of electromagnetic emissions based on equipment specifications and field monitoring of existing telecommunications installations to determine on-site levels. Other areas of experience include subsurface investigations; Indoor Air Quality Assessments; and water, soil, and air sampling.

PROJECT EXPERIENCE

Belmont Cragin Elementary School, Chicago, IL - Environmental Consulting Services

Conducted asbestos inspection, and hazardous materials inspection and reporting for this Public Building Commission of Chicago renovation project in support of a gym demolition, school addition and limited fieldhouse interior improvement activities at this Riis Park Chicago Park District location. Services included a limited asbestos and hazardous materials survey performed within client-designated areas due to planned renovation and demolition of the gym.

Vacant Industrial Building – Rock Falls, IL

Conducted an asbestos inspection for the demolition of a former manufacturing facility. Tasks included conducting field inspections identifying suspect materials, collecting of bulk samples for analysis, and providing detailed inspection reports.

EDUCATION

BA - Biology, Minors -
Environmental Studies and
Geography
Augustana College, 2006

CERTIFICATIONS

OSHA 40-Hour HAZWOPER

Illinois, Indiana, and Michigan
Licensed Asbestos Building
Inspector

WORK HISTORY

Terracon, Chicago, Illinois, Staff
Scientist, 2019-Present

EBI Consulting, Chicago, Illinois,
Scientist II, 2010-2018

Trileaf, Bensenville, Illinois,
Environmental Specialist, 2010

Environ, Chicago, Illinois, Associate,
2007-2009

Professional Services Completed: Asbestos Inspection

Vacant Bank – Chicago, IL

Conducted an asbestos inspection for the renovation of a vacant bank. Tasks included conducting field inspections identifying suspect materials, collecting of bulk samples for analysis, and providing detailed inspection reports.

Professional Services Completed: Asbestos Inspection

Vacant Retail Building – Highland Park, IL

Conducted an asbestos inspection for the demolition of a vacant retail building. Tasks included conducting field inspections identifying suspect materials, collecting of bulk samples for analysis, and providing detailed inspection reports.

Professional Services Completed: Asbestos Inspection

Car Dealership – Wheeling, IL

Conducted an asbestos inspection for the demolition of a car dealership building. Tasks included conducting field inspections identifying suspect materials, collecting of bulk samples for analysis, and providing detailed inspection reports.

Professional Services Completed: Asbestos Inspection

Assisted Living Facility – Valparaiso, IN

Conducted an asbestos inspection for the renovation of materials damaged by water infiltration at an assisted living facility. Tasks included conducting field inspections identifying suspect materials, collecting of bulk samples for analysis, and providing detailed inspection reports.

Professional Services Completed: Asbestos Inspection

Vacant Restaurant – South Bend, IN

Conducted an asbestos inspection for the demolition of a vacant restaurant. Tasks included conducting field inspections identifying suspect materials, collecting of bulk samples for analysis, and providing detailed inspection reports.

Professional Services Completed: Asbestos Inspection

Fertilizer Plant – Kentland, IN

Conducted an asbestos inspection for the removal of certain pieces of equipment at a fertilizer plant. Tasks included conducting field inspections identifying suspect materials, collecting of bulk samples for analysis, and providing detailed inspection reports.

Professional Services Completed: Asbestos Inspection

Vacant Land – Chicago, IL

Conducted a Phase I Environmental Site Assessment of vacant land that was historically occupied by a metal smelting facility.

Professional Services Completed: Phase I ESA

Vacant Land – Chicago, IL

Conducted a Phase I Environmental Site Assessment of vacant land that was historically occupied by International Harvester and later used as an automotive impound.

Professional Services Completed: Phase I ESA

High-Rise Office Building – Chicago, IL

Conducted a Phase I Environmental Site Assessment of a high-rise office building.

Professional Services Completed: Phase I ESA

High-Rise Retirement and Assisted Living Building – Chicago, IL

Conducted a Phase I Environmental Site Assessment of a high-rise retirement and assisted living building.

Professional Services Completed: Phase I ESA

Industrial Building – Alsip, IL

Conducted a Phase I Environmental Site Assessment of an aluminum die casting facility.

Professional Services Completed: Phase I ESA

Gas Station – Rockford, IL

Conducted a Phase I Environmental Site Assessment of a gas station.

Professional Services Completed: Phase I ESA

Vacant Restaurant – Gurnee, IL

Conducted a Phase I Environmental Site Assessment of a vacant restaurant.

Professional Services Completed: Phase I ESA

Industrial Building – Chicago, IL

Conducted a Phase I Environmental Site Assessment of a sheet metal manufacturing facility.

Professional Services Completed: Phase I ESA

Vacant Land – Addison, IL

Performed oversight at an IEPA SRP site, including CCDD haul-off and reporting for site redevelopment of a site that was historically occupied by commercial and industrial buildings.

Professional Services Completed: SRP oversight

Vacant Land – Chicago, IL

Performed oversight at an IEPA SRP site, including CCDD haul-off and reporting for site redevelopment of a site that was historically occupied by industrial buildings.

Professional Services Completed: SRP oversight

Retail Parking Lot – Niles, IL

Performed oversight at an IEPA SRP site, including CCDD haul-off and reporting for site redevelopment.

Professional Services Completed: SRP oversight

Federal Building – Chicago, IL

Conducted water sampling to assist with determining the source of water infiltration into the building.

Professional Services Completed: Water sampling

FRONT OF LICENSE

BACK OF LICENSE



ASBESTOS PROFESSIONAL LICENSE

ID NUMBER
100 - 19246

ISSUED
4/4/2023

EXPIRES
05/15/2024

CHRISTOPHER J HEYNEN
2052 N ORLEANS ST APT B
CHICAGO, IL 60614



Environmental Health

ENDORSEMENTS

INSPECTOR

TC EXPIRES

2/1/2024

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
Department of Public Health
37 This license is valid only when accompanied by a valid
training course certificate.

Brandy Howard, PE, CIH, CSP
Asbestos and Industrial Hygiene Group Manager
Senior Project Manager



PROFESSIONAL EXPERIENCE

Mrs. Howard has joined Terracon as a Senior Project Manager / Asbestos and Industrial Hygiene Group Manager. Mrs. Howard comes to Terracon with over 12 years of diversified professional experience. She manages a staff of industrial hygienists and asbestos professionals within Terracon and provides technical expertise on a variety of projects including industrial hygiene exposures, environmental health and safety program development, environmental assessments, and litigation support.

Mrs. Howard works with clients in various industries to implement cost-effective environmental, health, and safety solutions to support compliance and risk management in their operations. As a Project Manager, Mrs. Howard has managed or performed technical advisory services on numerous contracts with a combined value of over \$10 million.

Mrs. Howard's industrial hygiene and project management experiences include providing EHS support services at operating industrial facilities, utilities, construction sites, and environmental remediation. Her work experiences include a variety of commercial, industrial, public, and private building settings including hospitals, higher education institutions, federal and local governments, manufacturing, and retail.

Mrs. Howard's work experience includes testing and safety training for asbestos, lead hazards, confined space entry, respiratory protection, crystalline silica hazards, and other OSHA-related training for workers at utilities, construction companies, hospitality, and higher education institutions. Mrs. Howard has also managed, contributed, or served as the expert in several litigation support projects for multiple industrial hygiene cases including asbestos, formaldehyde, mold, welding-related exposures, and other health and safety-related topics.

Mrs. Howard volunteers locally and nationally within the American Industrial Hygiene Association. She has served in the past as Membership and Website Director for the Rocky Mountain Section and currently contributes to the AIHA National Museum and Cultural Heritage Industry Working Group. This working group focuses on raising awareness of industrial hygiene issues in conservation work and is developing Best Practice libraries and core curriculum around worker protection in museums, universities, and at other historic sites around the country.

PROJECT EXPERIENCE

Winnebago County Courthouse Emergency Response – Rockford, IL

Subject Matter Expert for a project involving a fire that broke out at the Courthouse. Concerns from building staff of particulate deposits on horizontal surfaces throughout the building were raised and Terracon conducted environmental services related to asbestos, lead, and other potentially regulated materials, with an additional focus on particulate monitoring and indoor air quality throughout the process.

EDUCATION

MS, Environmental Science and Engineering, Colorado School of Mines, Golden, CO

BS, Engineering – Environmental Specialty, Colorado School of Mines, Golden, CO

**REGISTRATIONS/
CERTIFICATIONS**

Professional Engineer: Colorado No. 59435

Certified Industrial Hygienist
Certified Safety Professional

Illinois/AHERA Asbestos Project Designer

Colorado/AHERA Asbestos Building Inspector / Management Planner / Project Designer

Colorado Lead Based Paint Inspector / Risk Assessor

PROFESSIONAL TRAINING

OSHA 40-hour Health & Safety and current 8-hour refresher
First AID/CPR Training

WORK HISTORY

Terracon Consultants, Inc.,
Group Manager – Asbestos and Industrial Hygiene,
2022-Present.

Landmark Environmental, Inc.,
Project Manager / Senior Industrial Hygienist,
2013-2022.

Family Environmental, Inc.,
Laboratory Director / Denver Operations Manager,
2010-2013.

Brandy Howard, PE, CIH, CPS – RESUME CONTINUED

Former Recreation Center – City of Northglenn, Northglenn, CO

Mrs. Howard provided project advisory services for the pre-demolition assessment of the former Northglenn City Recreation Center. This assessment included the collection of bulk samples for asbestos and for a rubberized floor in the gym which contained regulated levels of mercury. Estimated Fees: \$40,000

University of Wyoming– Formaldehyde Testing in Anatomy Lab

Mrs. Howard provided exposure assessment services in the WWAMI Anatomy Lab at the University of Wyoming campus. In a continuation of work from her prior company, Mrs. Howard observed cranial extractions in the lab and provided recommendations on process improvements and engineering controls to limit exposures to staff and students during anatomy lab activities. Estimated fees: \$6,000.

City of Lakewood Asbestos Awareness Training – Lakewood, CO

Brandy developed training specific to the City's needs which included both building and soil related asbestos training materials. The training was developed for adult learners with specific discussion and quiz related materials throughout the 2-hour awareness training. Training was compliant with OSHA regulations. Estimated fees: \$2,500.

Mortenson Construction – Epoxy Flooring Project, National Renewal Energy Laboratory (NREL), Research and Innovation Laboratory (RAIL) Building, Golden, CO. Terracon provided industrial hygiene support services to Mortenson during the installation of epoxy flooring during the building construction. Ms. Howard work with the client to select the appropriate analytes for monitoring and oversaw the monitoring work which was performed over multiple shifts ensuring engineering controls were sufficient to prevent overexposures to workers during flooring installation. This building was approximately 15,000 SF. Estimated fees: \$11,000.

Xcel Energy Zuni Generation Station – Denver, CO

Mrs. Howard's team is responsible for project management and abatement oversight during the pre-demolition abatement at the Zuni Generation Station, constructed in 1901. Terracon's work started with the inspection of the facility and developing abatement specifications. Current responsibilities include regular site audits, safety compliance check-ins, air monitoring, observing the asbestos contractor for compliance with Colorado Regulation 8, attending and advising during site meetings, reviewing daily site paperwork, and performing final air clearance of abatement areas. Estimated Fees: \$900,000.

***Metro Water Recovery – Safety Program Update, Denver, CO**

Mrs. Howard provided project management and technical expertise in the development of health and safety systems and related safety training programs for a large wastewater treatment district with multiple facilities. Mrs. Howard's team provided technical support in developing and revising existing safety programs including, but not limited to, hazard communications, fall protection, confined space entry, lock-out-tag-out, electrical safety, respiratory protection, and welding/hot work. Participated in Safety Committee meetings monthly and lead a collaborative process to review programs and training with members from each affected department to get buy-in on a variety of health and safety issues from the personnel performing the work in the field. Estimated Fees: \$250,000

***University of Alaska – Anchorage and other Locations, AK**

Mrs. Howard provided project management and technical support to the University of Alaska during an EHS staffing transition. Mrs. Howard has also provided on call-support to several Universities' management teams for all topics under EHS including, but not limited to asbestos program management, hazard communications, confined space entry program, spill response and countermeasure program, and lock-out tag-out.



**ASBESTOS
PROFESSIONAL
LICENSE**

ID NUMBER
100 - 20752

ISSUED
1/18/2023

EXPIRES
05/15/2024

BRANDY L HOWARD
10446 HUMBOLDT ST
NORTHGLENN, CO 80233



Environmental Health

ENDORSEMENTS

TC EXPIRES

PROJECT DESIGNER

11/10/2023

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
Department of Public Health
This license is valid only when accompanied by a valid
training course certificate.

40

Terri Lewis

Industrial Hygiene Technician

PROFESSIONAL EXPERIENCE

Ms. Lewis is an experienced industrial hygiene professional whose areas of knowledge include the following: asbestos project management, air sampling, building inspection, lead-based paint project management, air sampling, inspection, and risk assessment. Ms. Lewis has also been trained to operate the RMD LPA-1 and the Niton XLp 303 Lead Paint Inspection System. Her clients have included airports, schools, colleges, commercial, industrial and federal-owned facilities.

PROJECT EXPERIENCE

Belmont Cragin Elementary School, Chicago, IL - Environmental Consulting Services

Conducted asbestos and lead inspections and abatement oversight with associated reporting for this Public Building Commission of Chicago renovation project in support of a gym demolition, school addition and limited fieldhouse interior improvement activities at this Riis Park Chicago Park District location. Services were provided within client-designated areas due to planned renovation and demolition of the gym.

Decatur Elementary School, Chicago, IL - Environmental Consulting Services

Conducted asbestos, lead, and hazardous materials inspections with associated reporting for this Public Building Commission of Chicago project at an elementary school within client-designated areas due to planned renovation.

George Washington High School, Chicago, IL - Environmental Consulting Services

Conducted asbestos, lead, and hazardous materials inspections with associated reporting and oversight within client-designated areas due to planned renovation for this Public Building Commission of Chicago renovation project at the school.

Environmental Consulting Services – Chicago Vocation Career Academy, Chicago, IL

Provided asbestos/lead oversight and air sampling during abatement activities for this Public Building Commission of Chicago renovation project at a CPS high school.

City of Chicago Department of Assets, Information & Services (AIS), formerly 2FM - Asbestos, Lead-based Paint and Other Hazardous Materials Assessment/Oversight

Provided project management and air sampling, including onsite analysis during asbestos abatement activities in various engine companies in the Chicago area, and provided inspections, surveys, and risk assessments for

LICENSES

IDPH Asbestos Air Sampling

Professional; Asbestos Project Manager; Asbestos Building Inspector (100-07366)

Wisconsin Asbestos Inspector (AII-14167) and Supervisor (ACS-14167)

Michigan Asbestos Inspector (A46862)

Lead Inspector/Risk Assessor (006625)

CERTIFICATIONS

NIOSH 582 #96-0711

Lead Inspector/Risk Assessor #1309RAR011

Asbestos Contractor/Supervisor #ASR1508082862

Asbestos Building Inspector #BIR1601080072

WORK HISTORY

Terracon Consultants, Inc.
IH/Asbestos/Lead Services
2014-present

Environmental Design
IH/Asbestos/Lead Services
2012-2014

Professional Service Industries
IH/Asbestos/Lead Services
2001-2012

Raymond-Beling
IH/Asbestos/Lead Services
1999-2001

Environmental Design
IH/Asbestos/Lead Services
1995-1999

renovations and/or upgrade projects. Services include the identification and assessment of hazardous building materials while assuring compliance with health and safety regulations, and state and federal regulations.

Chicago Housing Authority (CHA) Altgeld Gardens Building Demolition - Blocks 15 & 16, Chicago, IL - Asbestos and Demolition Consulting Services

Staff scientists conducted asbestos and demolition oversight services during the pre-demolition asbestos abatement and demolition of the buildings on blocks 15 and 16 located at Altgeld Gardens/Murray Homes in Chicago, Illinois. Services included oversight and collection of air samples throughout the project and preparation of final reports for both phases of work.

Chicago Housing Authority (CHA) Lead-Based Paint Inspections at Scattered Sites for Regions 1-4

Staff scientists conducted LBP inspections and reported at over 1,000 scattered site housing units.

Lead in Water Evaluation – UIC Biologic Resources Laboratory (BRL), Chicago, IL

An environmental specialist on a UIC project to conduct lead testing of water from all accessible potable water sources used for drinking water (human and animal) in the Biologic Resources Lab.

Environmental Consulting Services – UIUC State Farm Center (Assembly Hall), Champaign, IL

Provided asbestos/lead oversight and air sampling during abatement activities in support of the renovation and addition of State Farm Center (formerly Assembly Hall) located on the campus of the University of Illinois at Urbana-Champaign (UIUC). Assembly Hall serves as the main indoor sports and entertainment arena at UIUC and is listed on the National Register of Historic Places by the Illinois Historic Preservation Agency for its historical and architectural significance.

Asbestos Inspections – CVS Pharmacy Multi-Site ACM Survey

Asbestos building inspector responsible for conducting surveys of 18 retail pharmacy sites in northern Illinois within a one-month expedited time frame. Performed interior building materials survey and collected samples as required, minimizing alteration to existing materials to the extent practicable.

Suspect Asbestos-Containing Materials Inspection – RBS Michigan

Asbestos building inspector responsible for conducting surveys of 16 branch bank sites in Michigan within a one-month expedited time frame. Performed interior and exterior building materials survey, collected samples as required, and prepared field plans and notes for use in the preparation of final reports.

Office of the Secretary of State, State Capital Complex

Ms. Lewis was responsible for project management and air sampling, including onsite analysis for a variety of projects including asbestos, lead-based paint, and mold remediation throughout the Capital, Stratton, and Howlett buildings.

Judge Slater Apartments, Sullivan Apartments, Chicago Housing Authority

As a licensed project manager and air sampling professional, Ms. Lewis was responsible for the oversight of the removal of asbestos-containing materials from the building. She conducted on-site project management, monitored emissions, conducted on-site analyses of the air monitoring media, conducted visual inspections of the work area, and assured that correct work methods were being applied by the contractors per specifications, collected clearance samples from abatement work. Upon completion of each project, it is the responsibility of Ms. Lewis to gather all of the necessary documentation for the completion of an Asbestos Abatement report for the client.



LEAD RISK ASSESSOR LICENSE

LEAD ID	ISSUED	EXPIRES
006625	12/29/2022	1/31/2024

Terri L Lewis
800 E Old Romeo Rd
Romeoville, IL 60446



ILLINOIS LEAD PROGRAM
 Environmental Health

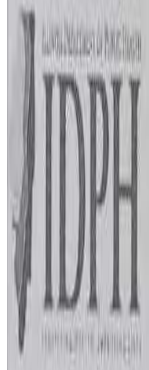
Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES

8/12/2025

This license issued under authority of the State
 of Illinois -Department of Public Health

This license is valid only when accompanied by
 a valid training course certificate

If found return to 525 W. Jefferson St Springfield, IL 62761



ASBESTOS
PROFESSIONAL
LICENSE

ENDORSEMENTS
INSPECTOR
TC EXPIRES
11/3/2024

ID NUMBER
100-07366
ISSUED
4/18/2023
EXPIRES
05/15/2024

PROJECT MANAGER
44
7/16/2023

TERRI LEWIS
800 E ROMEO ROAD
ROMEDEVILLE, IL 60446

Environmental Health



AIR SAMPLING PROFESSIONAL
Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
Department of Public Health
This license is valid only when accompanied by a valid
training course certificate.

Steven M. Mack

ENVIRONMENTAL SCIENTIST/FIELD SUPERVISOR

PROFESSIONAL EXPERIENCE

Mr. Mack is an environmental scientist specializing in asbestos services in Terracon's Bettendorf, Iowa office and currently has over 30 years of experience in the industry. He is involved in the completion of lead, asbestos, and mold surveys, asbestos abatement monitoring and oversight projects, and other regulatory compliance projects. Services include the completion of field activities, review and evaluation of field and analytical data, and final report preparation.

Mr. Mack's technical expertise includes experience conducting under a variety of federal, state, and local regulatory programs including the Iowa Department of Natural Resources (IDNR), Iowa Department of Public Health (IDPH), Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), Wisconsin Department of Health Services (DHS), United States Environmental Protection Agency (USEPA), and Occupational Safety and Health Administration (OSHA).

PROJECT EXPERIENCE ASBESTOS/LEAD

Winnebago County Courthouse – Rockford, Illinois

Served as a project supervisor for the completion of asbestos abatement and air monitoring activities in the courthouse for industrial hygiene and general safety documentation. Monitoring involved collecting background and ambient air samples, and general observations. Mr. Mack also assisted in the completion of survey reports and other project deliverables.

Kwik Trip – Rochelle and Dixon, Illinois

Served as the project manager for asbestos surveys, responsible for identifying and assessing the presence and condition of asbestos-containing materials, collecting samples for analysis, providing relevant information about the suspected materials, and ensuring proper documentation, and assisted in the completion of survey reports and other project deliverables

Greater Metropolitan Area Housing Authority – East Moline, Illinois

Served as the project manager for asbestos and lead-based paint surveys of multi-story buildings and residential dwellings. Mr. Mack's responsibilities included identifying lead-based paint and asbestos. Further responsibilities included assessing the presence and condition of the materials, collecting samples for analysis, providing relevant information about the suspected materials, ensuring proper documentation, and assisting in the completion of survey reports and other project deliverables.



REGISTRATIONS/ CERTIFICATIONS

Licensed Asbestos Inspector, Supervisor, Project Manager, and Air Sampling Professional, State of Illinois – License No. 100-06480

Licensed Lead Risk Assessor, State of Illinois – License No. 1002940

Licensed Asbestos Inspector, and Supervisor, State of Iowa – License No. 22-9237

Licensed Asbestos Inspector and Supervisor, State of Wisconsin – License No. All-273153

Asbestos Fiber Counting (NIOSH 582) and Asbestos Air Sampling Practices

Nuclear Density Gauge Safety Training

XRF Safety Training (multiple units)

First Aid / CPR Training

PROFESSIONAL TRAINING

OSHA 40-hour Health & Safety 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER),

Davenport Community School District (DCSD) Davenport, Iowa

Served as a lead project consultant for the DCSD projects, which included conducting initial and reinspection services on approximately 42 buildings within the district. Served as a project consultant for the district on numerous asbestos surveys and asbestos abatement oversight projects. Services included soliciting bids from permitted asbestos abatement firms, hosting bid walks on behalf of the district, notification of bid awards to selected asbestos abatement firms, preparation of asbestos abatement technical specifications, project scheduling in accordance with district plans, abatement monitoring and oversight, background, ambient, and final air sample collection, and preparing of final reports.

Flexsteel Industries, Inc. (Flexsteel) Dubuque, Iowa

Served as a team lead for the asbestos abatement oversight portion of the approximately 800,000-square-foot facility while on-site. The abatement was completed in numerous phases, which included traditional interior abatement services as well as oversight for significant portions of the structure that were demolished as Regulated Asbestos-Containing Material (RACM). Assisted with coordinating the efforts of the abatement team so as not to impact other work around the site.





LEAD RISK ASSESSOR LICENSE

LEAD ID	ISSUED	EXPIRES
1002940	12/19/2022	1/31/2024

Steven M Mack
2732 - 75th Avenue
Viola, IL 61486



ILLINOIS LEAD PROGRAM
 Environmental Health

Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES
4/20/2024

This license issued under authority of the State
 of Illinois -Department of Public Health

This license is valid only when accompanied by
 a valid training course certificate

If found return to 525 W. Jefferson St Springfield, IL 62761



Lead Inspector Initial

Occupational Training & Supply, Inc. certifies that

Steven Mack

has successfully completed the Lead Inspector Initial course and has passed the competency exam with a minimum score of 70%. This course is accredited by the Illinois Department of Public Health (TCP ID No. 25) in accordance with the Illinois Lead Poisoning Prevention Code.

Course Date: 4/7/2021 - 4/9/2021

Exam Date: 4/9/2021

Expiration Date: 4/9/2024

Certificate Number: LI2104090969

Kristina Miczek, Training Manager



ILLINOIS DEPARTMENT OF PUBLIC HEALTH

IDPH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER

100 - 06480

ISSUED

2/10/2023

EXPIRES

05/15/2024

STEVEN MACK

2732 75TH AVE

VIOLA, IL 61486



Environmental Health



ENDORSEMENTS

SUPERVISOR/WORKER

INSPECTOR

TC EXPIRES

12/2/2023

12/20/2023

PROJECT MANAGER

12/2/2023

AIR SAMPLING PROFESSIONAL

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
Department of Public Health

This license is valid only when accompanied by a valid
training course certificate.

Graves Environmental, Inc.

Training Address: 1922 7th St Moline, IL 61265

Asbestos Building Inspector Refresher Certificate

This is to certify

Steven Mack

Attended and successfully completed the Asbestos Hazard Response Act mandatory Refresher course of 4 hours for Asbestos Building Inspector and has passed an examination that course with a minimum score of 70%. Training was in accordance with 40 CFR Part 763 (Ahera), 29 CFR 1926.1101 (OSHA) and Title II (TSCA). Accredited by Illinois Department of Public Health.

COURSE DATE: 12/20/22

EXAM DATE: 12/20/22

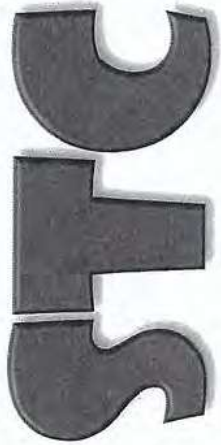
CERTIFICATE# GEI-5285-IR-22

CERTIFICATE EXPIRES: 12/20/23

1922 7th St
Moline, IL 61265

Director of Training
William Weckerly

PH: 309.762.0407
Fax: 309.762.0522



SAFETY TRAINING CENTER
safetytrainingcenter.org



2539 Vandalia Street, Collinsville, IL 62234 * Phone: 618-855-8764

Environmental and Occupational Safety & Health Training

Does hereby certify

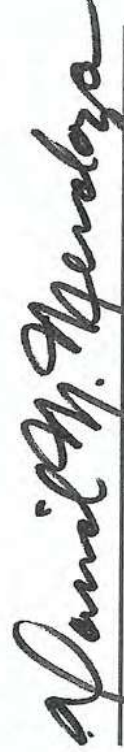
Steve Mack

870 40th Avenue, Bettendorf, IA 52722

Has successfully completed Educational Curriculum, the required demonstrated proficiency, and the examination on the subject of

**Sampling and Evaluating Airborne Asbestos Dust
NIOSH 582 Equivalent
Method 7400**

Class Date: 12/07-11/2020
Examination Date: 12/11/2020
STC Certificate Number: STC-20201211-000077NIOSH
Certification Expiration: N/A


David M. Mendoza – President/Training Director
Certified Environmental Specialist
OSHA Authorized Instructor

Mitch Reiber, PG, CIH

National Director - Asbestos/Lead Services & Disaster Recovery
Principal

PROFESSIONAL EXPERIENCE

Mr. Reiber is the National Director for the Asbestos/Lead Practice and Disaster Recovery for Terracon. Mr. Reiber is a licensed Geologist (PG) and Certified Industrial Hygienist (CIH) with a Master of Science degree in Industrial Hygiene. Mr. Reiber provides oversight and management for environmental services provided by Terracon's more than 150 branch offices. Mr. Reiber is currently working on expanding asbestos services to a variety of new and existing clients and on the development of an asbestos automated reporting system.

Mr. Reiber has almost 40 years of experience in environmental, hazardous material, safety and health consulting. Mr. Reiber has performed large scale environmental investigations in thousands of buildings for hundreds of property owners including military installations, banks, local, state and federal agencies, universities, museums, law firms, hospitals, architectural/engineering firms, schools, cities, counties, contractors, and various other commercial and industrial clients. Mr. Reiber has been a member of the Civilian Advisory Board for the decontamination, demolition and restoration of Sunflower Ammunition Plant located by Desoto, KS since its inception in 1998.

Mitch Reiber has been designing and providing oversight for asbestos and other hazardous materials abatement for 30 years. During this time, Mr. Reiber has designed the removal of asbestos from over 1000 buildings. These abatements have ranged from small floor tile abatements to complex million-dollar abatements. Some of these abatements have involved abatements in multiple buildings phased over several years. Clients have included school districts, housing authorities, universities, industrial clients, federal, state and local agencies and commercial clients. Building types have included malls, office buildings, classrooms, labs, military structures, boiler rooms and power plants, houses, hotels and casinos. Mr. Reiber has worked closely with the owner/client, architects, engineers, general contractor and abatement contractor to develop schedules, budgets and procedures. This team approach has helped to reduce conflict and maintain schedule and budgets.

Mr. Reiber has performed and supervised hundreds of environmental investigations for many environmental and occupational hazards including asbestos, lead paint, dust, mold, indoor air quality, noise, odors, chemicals, solvents, radiation and heavy metals. These investigations have been performed for a wide variety of clients ranging from residences to large commercial and industrial settings. These investigations tend to be complex and quite often are a result of employee or tenant complaints. Mr. Reiber works closely with the client to determine the appropriate course of the investigations and provides the client with probable sources of the hazard and possible remedies to the problem.



EDUCATION

Master of Science, Industrial Hygiene,
2008, University of Central Missouri

Bachelor of Science, Geology, 1984,
University of Kansas

CERTIFICATIONS

Project Manager, #100-10397

Certified Industrial Hygienist (CIH)

Licensed Geologist (Kansas)

EPA AHERA

Inspector/Management Planner and
Project Designer

Missouri Air Sampling Professional

40-hour Hazardous Waste Operations
& Emergency Response (HAZWOPER)

WORK HISTORY

Terracon Consultants, Inc., National
Director for Asbestos And Disaster
Response Services, Corporate
Manager for Environmental Services,
2009-present

Reliable Renovation and Construction
LLC, President, 2008-2009

Reliable Environmental Management &
Services (REMS), President & CEO,
1990-2009

PTL Environmental Consulting Inc,
Project Manager, 1991

Hall-Kimbrell Environmental Services,
Quality Control Manager, Senior
Project Manager, Assistant Director –
AHERA. 1985-1990

Kansas Department of Health &
Environment (KDHE), Field Technician,
1985

Mr. Reiber has designed and managed the remediation of hazards such as asbestos, lead, hazardous materials, mold, IAQ, petroleum (UST) and contaminated soil. Most of this work was a result of previous surveys or consulting work performed by Mr. Reiber and his project team. The asbestos and hazardous material remediation are usually associated with renovations or demolitions that require that the asbestos and hazardous materials be removed or recycled. The petroleum (UST) and contaminated soil work was usually associated with the investigation and removal of underground storage tanks. The mold work was almost always a result of water damage resulting from leaking pipes, rain, floods or other disasters. Mr. Reiber provides disaster recovery services to multiple clients, going onsite to direct damage assessments and write remediation specifications.

PROJECT EXPERIENCE

Belmont Cragin Elementary School, Chicago, IL - Environmental Consulting Services

Sr. Reviewer for environmental consulting services for this Public Building Commission of Chicago renovation project in support of a gym demolition, school addition and limited fieldhouse interior improvement activities at this Riis Park Chicago Park District location. Services included a limited asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned renovation and demolition of the gym and the preparation of technical specifications and drawings for asbestos abatement and LBP mitigation.

Decatur Elementary School, Chicago, IL - Environmental Consulting Services

Sr. Reviewer for environmental consulting services for this Public Building Commission of Chicago renovation project at an elementary school. Services included a limited asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned renovation and the preparation of technical specifications and drawings for asbestos abatement and LBP mitigation. The project included air sampling during abatement and preparing the Asbestos Management Plan for the new school building.

George Washington High School, Chicago, IL - Environmental Consulting Services

Sr. Reviewer for environmental consulting services for this Public Building Commission of Chicago renovation project at the school. Services included a limited asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned renovation and the preparation of technical specifications and drawings for asbestos abatement and LBP mitigation. The project will also include air sampling during abatement and preparing the Asbestos Management Plan for the new school building.

Daycare Provider - National

Mr. Reiber manages a portfolio of sites for a national daycare provider. The primary focus of the consulting services provided is to assess and sample flooring in advance of a planned replacement of flooring in many of their facilities across the nation. This is truly a team effort involving the client, Terracon, a concrete testing company, a flooring installation company and a flooring provider. The work is performed in sequence following a planned schedule. Meeting this schedule is paramount for the overall success of the project. This work could involve over 1000 daycare centers over the course of the project.

Asbestos Hazard Emergency Response Act Project

As Assistant Director for the AHERA project, Mr. Reiber managed the asbestos inspection efforts of over 70 inspectors in approximately 1100 school districts in 43 states over 18 months totaling over 400 million square feet.

The Board for Global EHS Credentialing® (BGC®)

through its vested authority, hereby confirms that

Frank Mitchell Reiber

has met all requirements of education, experience, and examination, and on-going maintenance set forth through the BGC's American Board of Industrial Hygiene®'s (ABIH®) credentialing division for re-certification in the Comprehensive Practice of Industrial Hygiene and is thereby conferred the credential of

Certified Industrial Hygienist® (CIH®)

The aforementioned individual is given all rights, privileges, and responsibilities as both a diplomate of the BGC and holder of the CIH credential, provided that the credential is not suspended or revoked, and it is renewed annually. Moreover, the holder must meet all recertification requirements, including the obligation to practice ethically as prescribed by the BGC.



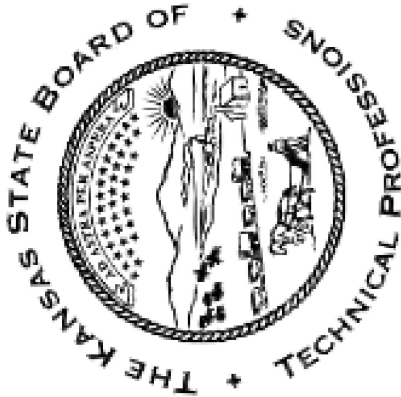
Credential Number: 9692 CP
Award Date: November 19, 2009
Expiration Date: June 1, 2025

Cynthia Hanko, CIH
Chair of the Board of Directors

Ulric K. Chung, MCS, PhD
Chief Executive Officer and Secretary



KANSAS STATE BOARD OF TECHNICAL PROFESSIONS



Licensure Confirmation

Name: Frank Mitchell Reiber
License Type: Professional Geologist
License Number: 84
Status: **Active***
License Expiration Date: 06/30/2025

*Status subject to change. Use Find a License on KSBTP website for up-to-date information.

Steve Swenson, P.G., CHMM

SENIOR GEOLOGIST/SENIOR ASSOCIATE

PROFESSIONAL EXPERIENCE

Mr. Swenson has over 27 years of experience and currently serves as the Due Diligence Group Leader for Terracon's Chicago, Downers Grove, and Glendale Heights, Illinois offices. His responsibilities include project scoping, project management, staff management, data evaluation, technical support, and QA/QC review of Phase I Environmental Site Assessments (Phase I ESAs) and Limited Subsurface Investigations (LSIs).

Mr. Swenson has successfully managed investigation and remediation projects throughout the Midwest and North America. These projects include due diligence, National Pollution Discharge Elimination System (NDPES) permitting, air permitting, state driven voluntary cleanup programs, brownfields, leaking underground storage tanks, Resource Conservation and Recovery Act (RCRA) permitting and closures; Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) remedial action oversight for a variety of retail, commercial, transportation, biotech, and industrial clients.

PROJECT EXPERIENCE

Account Manager, FedEx

Mr. Swenson is the Account Manager for FedEx, Inc., an international overnight package and freight shipping company. He is direct contact with the client, initiates and reviews proposals, and oversees a variety of environmental services. Mr. Swenson has managed and provided QA/QC support in a variety of projects, including Phase I Environmental Site Assessments (ESA), Limited Subsurface Investigations (LSIs) underground storage tank (UST) removals and remediation of releases, remediation of surface spills, and compliance work.

Account Manager, Ozinga Materials, Inc.

Mr. Swenson is the Account Manager for Ozinga Materials, Inc., a provider of concrete and construction materials in the Midwest and Southeastern portions of North America. Mr. Swenson serves as the point of contact with the EHS director and legal counsel, initiates and reviews proposals, and oversees a variety of environmental services including Phase I ESAs, subsurface investigations, UST compliance and removal, remediation of surface spills, and compliance work.

Phase I ESAs, Multiple Clients

Mr. Swenson acted as project manager on hundreds of Phase I ESAs in accordance with ASTM E1527 for undeveloped and developed properties involved in real estate transactions and refinancing. Assessments included a review of historical and current property usage, interviews with property owners, site inspections, review of applicable environmental databases and regulatory files, and report preparation. Based on the findings of the Phase I ESA, identified recognized environmental conditions, significant data gaps, and recommended additional assessment as warranted.

Voluntary Remediation

Laundry Facility, Wisconsin

Mr. Swenson acted as Project Manager for a historic release of chlorinated solvents at a commercial laundry facility in Milwaukee, Wisconsin. Mr. Swenson oversaw the delineation of soils exceeding the soil saturation limit for trichloroethene and the delineation of groundwater impacts in two separate saturated units. Mr. Swenson successfully demonstrated to the Wisconsin



EDUCATION

Master of Science, Natural Environmental Systems, 1999, Northern Illinois University, DeKalb, Illinois

Bachelor of Science, Natural Environmental Systems, 1993, Northern Illinois University, DeKalb, Illinois

REGISTRATIONS

Professional Geologist (P.G.),
State of Illinois, No 196-001387
State of Texas, No. 12412

CERTIFICATIONS

Certified Hazardous Material Manager
#16643

40 Hour OSHA Hazardous Waste
Operations and Emergency Response
Training

Class K Wastewater Treatment Plant
Operator and Class K Wastewater
Treatment Plant Operator, Site Specific
(Chlorinated VOCs) Illinois EPA

AFFILIATIONS

Winnebago County Local Emergency
Planning Committee (WCLEPC)
American Institute of Professional
Geologists (AIPG)
Chemical Industry Council of Illinois (CICI)
Institute of Hazardous Materials
Management (IHMM)

PROFESSIONAL TRAINING

OSHA 40-hour Health & Safety, 1994
OSHA Hazardous Waste Site, 1994
OSHA 8-Hour Supervisor Training
OSHA 8-Hour Refresher Training

WORK HISTORY

St. John – Mittelhauser & Associates, Inc.,
A Terracon Company
Senior Geologist
2010–Present

Bureau Veritas North America, Inc.,
Manager 2005–2010; Clayton Group
Services, Inc., Project Geologist 1993-
2005

Department of Natural Resources (WDNR) that (1) remediation of soils exceeding the soil saturation limit was impractical; (2) the contaminants in the groundwater were naturally attenuating; and (3) through the use of an engineered barrier, there was no threat to human health or the environment. The WDNR concurred and issued a closure letter for the site.

Voluntary Remediation, Former Aircraft Parts Manufacturer in Bedford Park, Illinois

Mr. Swenson acted as Project Manager for the historical releases of chlorinated solvents at a former aircraft parts facility in Bedford Park, Illinois. Mr. Swenson oversaw the submittal of work plan(s) to the Illinois EPA, completion of subsurface investigations utilizing Terracon's Membrane Interface Probe (MIP) system and the collection of soil and groundwater samples. Mr. Swenson worked with Terracon's Environmental Visualization department to generate 3D volumetric calculations modeling the mass of contaminants in the subsurface.

Resource Conservation and Recovery Act (RCRA), Industrial Manufacturing

Mr. Swenson managed all aspects of an industrial manufacturing facility undergoing remediation activities in the RCRA program. He obtained closure of the Site under RCRA by demonstrating to the Illinois EPA through risk-based modeling that the remaining groundwater issues no longer posed a threat to human health or the environment.

RCRA Post-Closure Activities, Biotech Facility

Mr. Swenson has managed all aspects of a chemical facility's RCRA Part B Post Closure Permit including semi-annual and annual groundwater sampling and reporting, submission and management of RFI Phase I Work Plans, Solid Waste Management Unit (SWMU) closure, and Part B Permit Modifications, and Renewal.

RCRA Closure Work Plan, Chemical Industry

Mr. Swenson has managed all aspects of a chemical facility's RCRA Closure Work Plan to achieve closure following legal enforcement by the State of Illinois for the illegal storage of hazardous waste. His responsibilities included preparation of the Sampling and Analysis Plan, the Quality Assurance Project Plan for the project analytical requirements, and the site health and safety plan.

Per- and Polyfluoroalkyl Substance (PFAS) Investigation, Multiple Airports

Mr. Swenson acted as Project Manager for subsurface investigations at multiple airports for the presence of PFAS compounds associated with historical usage of Aqueous Film Forming foam (AFFF). Investigations included the collection of soil and groundwater samples using PFAS free sampling equipment, collection of QA/QC samples, review of laboratory analytical reports, and drafting of reports to clients.

Leaking Underground Storage Tank (LUST) Management, Multiple Clients

Mr. Swenson has managed numerous LUST projects in Illinois, Indiana, Iowa, Missouri, and Wisconsin. His responsibilities included reviewing historical data, performing subsurface soil and groundwater investigations, developing remedial action plans, and overseeing remediation and reimbursement claims.

CERCLA, Waste Disposal Industry – Landfill

Mr. Swenson has conducted CERCLA RI/FS activities including drilling, installation, and sampling of gas probes and monitoring wells for a 50-acre NPL-listed landfill. He also served as project manager for the ongoing monitoring and reporting of landfill gases in an adjoining residential area and provided support for the remedial design / remedial action taken place at the Site.

Permit Requirements and Compliance, Multiple Industrial Clients

Mr. Swenson is experienced in air emissions permitting and reporting, National Pollutant Discharge Elimination System (NPDES) permits (wastewater, non-contact cooling, and storm water discharge), Spill Prevention Control and Countermeasure (SPCC) plans, sanitary discharge permits, and waste disposal. He is also experienced in Section 313 of the Emergency Planning and Community Right to Know Act (Form R).

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
196.001387

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

EXPIRES:
03/31/2025



LICENSED PROFESSIONAL GEOLOGIST

STEVEN RICHARD SWENSON
1893 S TRAINER RD
ROCKFORD, IL 61108-6824



MARIO TRETTO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

The official status of this license can be verified at IDFPR.illinois.gov

17464622



THIS CERTIFIES THAT

STEVEN R. SWENSON

HAS SUCCESSFULLY MET ALL THE REQUIREMENTS OF EDUCATION, EXPERIENCE AND EXAMINATION, AND IS HEREBY DESIGNATED A

CERTIFIED HAZARDOUS MATERIALS MANAGER®
CHMM®



November 30, 2014

DATE OF CERTIFICATION

16643

CREDENTIAL NUMBER

November 30, 2024

CERTIFICATION EXPIRES

EUGENE A. GUILFORD, JR.
EXECUTIVE DIRECTOR



Accredited by the American National Standards Institute and
the Council of Engineering and Scientific Specialty Boards

VALID SO LONG AS THIS CREDENTIAL IS RENEWED ACCORDING
TO SCHEDULE AND IS NOT OTHERWISE REVOKED.

ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Terracon Consultants, Inc.

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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).	see attached litigation statement	
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**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 Linda Yang, P.G., as Vice President
Name Title

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

RESPONDENT			
Name of Firm:	Terracon Consultants, Inc.		
Address:	650 W. Lake Street, Suite 420		
City/State/Zip:	Chicago, IL 60661		
Telephone:	312-575-0014	Facsimile:	312-575-0111
FEIN:	42-1249917	SSN:	
Email:	Linda.Yang@terracon.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> 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".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> 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:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	Chicago, IL 60661	
Telephone:	312-575-0014	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
see attached		
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
TSVC, Inc.	10841 S. Ridgeview Road, Olathe, KS 66061	100 %
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>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.</i>		

Terracon Consultants, Inc. (TCI) Directors and Officers

Board of Directors

M. Gayle Packer (COR), Chair
Timothy W. Anderson (PHO)
William A. Anderson (SAV)
Jeffrey C. Roberts (HOU)
Jason A. Sander (CIN)
Vanessa D. Zambo (COR)

Corporate Officers

M. Gayle Packer (COR) Chief Executive Officer, President
Donald J. Vrana (COR), Executive Vice President, Treasurer
Michael J. Yost (COR), Senior Vice President, Secretary
Patrick L. Courtney (COR), General Counsel, Assistant Secretary
Aaron J. Mann (COR), General Counsel
Bryan M. Paris (COR), Assistant Treasurer

Executive Vice President

Timothy W. Anderson (PHO)
William A. Anderson (SAV)
Michael E. Covert (COR)
Michael J. O'Grady (COR)
Robert W. Pavlicek (TAD)
Stephanie I. Price (COR)

Senior Vice President

Richard G. Acree (WIN)
Joseph L. Aldern (CLT)
William S. Anderson (SAV)
Edward A. Bernard (COR)
Matt A. Catlin (STL)
C. Harold Cobb (HOU)
Robert M. Cords (JA1)
Victor R. Donald (COR)
Donald I. Dracon (Remote)
Ryan W. Feist (COR)
Alex A. Goharioon (ATL)
Tracy Grover (PHO)
Michael E. Hagemeister (OMA)
David D. Harwood (COR)
Michael T. Jordan (RAL)
Jason A. Kephart (COR)
Kevin F. Langwell (COR)
Maroun Moussallem (DEN, Ex Officio)
Vikram S. Patel (PHL)
Durgaprasad "Prasad" S. Rege (CIN)
Jeffrey C. Roberts (HOU)
Jason A. Sander (CIN)
Vanessa D. Zambo (COR)

Vice President

Timothy G. Abrams (DAL)
Sheila M. Adams (CHI)
John E. Agee (NAS)
Craig M. Anstett (TAD)
Jon M. Arita (FTW)
Sandra "Sandy" K. Basehore (HBG)
David A. Baska (LYN)
Douglas R. Baum (CIN)
Patrick M. Beecher (HOU)
Matt Beheshti (OCY)
James G. Bierschwale (AUS)
Brent M. Borchers (PHO)
Timothy A. Brown (ATL)
Kyle J. Burroughs (FTW)
Fred Buhamdan (OCY)
Hughston C. Caldwell (CHA)
Laura J. Campa (BTR)
Lori A. Cathcart (OCY)
Rick L. Chesnut (SLC)
David J. Corley (CHA)
Jeff A. Davis (OCY)
Romeo J. DeLeon (ATL)
R. Levi Denton (RAL)
John W. Diamond, IV (SLC)
Thomas E. Driver (MAC)
Nitin K. Dudani (GRS)
Peter E. Falletta (DAL)
Mathew B. Fielding (DEN)
Alain J. Gallet (PEN)
Michael T. Ghazawi (SAN)
John C. Graves (FTC)
Chuck A. Gregory (SAN)

Vice President (cont.)

Michael P. Harris (JAC)
Kristopher T. Hauck (POR)
Michael G. Heller (HAR)
Alfonzo Hernandez (HOU)
Alicia M. Hill (MAN)
Saad M. Hineidi (DAL)
David V. Hopkins (LRK)
James D. Hoskins (GRB)
Garret S. H. Hubbard (LOD)
Michael P. Jenkins, Jr. (RDR)
Guy L. Johnson (CDR)
John T. Juenger (HOU)
Gregory J. Klein (DAL)
Eric D. Kunz (LYN)
John B. Kimberly IV (TAL)
Aaron C. Layne (RAL)
Ronald S. Lech (CIN)
Guoming Lin (SAV)
David S. Lipka (CHA)
Blair T. Loftis (POR)
Jeffrey L. Magner (DES)
John B. Mancini (SLC)
David M. Matson (ALB)
Jack A. McCranie (FTW)
Matthew R. McElvogue (WIN)
P. Jared Mechetti (SA2)
Ryan D. Merkley (SLC)
Jeffrey A. Miller (HOB)
Scott G. Miller (OMA)
Richard A. Minichiello (FTL)
Aaron J. Muck (CIN)
Mohammad "Mo" Nasim (DMN)
Scott D. Neely (PHO)
Richard D. Olson (INP)
Brett A. Pope (AUS)
John K. Prutsman (COR)
Christine M. Quigley (CHA)
Scott A. Randle (OKC)
Laura K. Register (NAS)
Belinda S. Richard (TAD)
Terrell W. Rippstein (BIR)
John B. Sallman (COR)
Daniel F. Schneider (DEN)
Michael W. Schrum (CHA)
Xue-jun "Jon" Sheng (MID)
Richard M. Simon (JAC)
Elizabeth M. Smith (AUS)
Noosha P. Smith (LGC)
Kazem "Kevin" Sohrabnia (CSC)
Christopher S. Srock (ATL)
Paul M. Stevens (STL)
Todd E. Swoboda (HOU)
Dana J. Wagner (MIN)
Sheryl L. Wagner (COR)
Gregory C. Walterscheid (DAL)

Mark E. White (DEN)
Michael S. Wigger (INP)
Melvin C. Williams (CH3)
Cale J. Wilson (LEN)
Josiah D. "Sy" Winkelman (SLC)
James L. Wright (COR)
Chen L. "Linda" Yang (GDH)

California Professional Engineers In Charge

Keith P. Askew (SND), TCI
Neil O. Anderson (LOD), NOA
Fred Buhamdan (OCY), TCI
Garret S. Hubbard (LOD), TCI
Ryan R. King (SA2), TCI & NOA
Joshua R. Morgan (LOS), TCI
Ahmad Shafiq Popalzai (CLT), TCI & CHJ
Noah T. Smith (CCD), TCI & NOA

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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
		%
		%
		%
		%
		%

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:	
<i>If the answer is no, please complete the following two sections.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> 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)	
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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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.

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

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.

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

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

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

Linda Yang

Name of Authorized Officer (Print or Type)

Vice President


Title

630-445-0159

Telephone Number

State of IL
County of Cook

Signed and sworn to before me on this 7th day of July, 2023 by
Linda Yang (Name) as Vice President (Title) of
Terracon Consultants, Inc. (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



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 Donald J Vrana, as Treasurer
Name Title

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

RESPONDENT			
Name of Firm:	TSVC, Inc.		
Address:	10841 S. Ridgeview Road		
City/State/Zip:	Olathe, KS 66061		
Telephone:	913-577-0394	Facsimile:	
FEIN:	06-1664428	SSN:	
Email:	Sheryl.Wagner@terracon.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> 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".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> 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:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
City/State/ZIP:	Olathe, KS 60661	
Telephone:	913-599-6886	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Gayle Packer	President	
Don Vrana	Treasurer	
Michael Yost	Secretary	
Bryan Paris	Assistant Treasurer	
Patrick Courtney	Assistant Treasurer	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
None		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>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.</i>		

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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
		%
		%
		%
		%
		%

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:	
<i>If the answer is no, please complete the following two sections.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> 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)	
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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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.

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

1. A Contractor who makes a false statement material to Section 11(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.

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.

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

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

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

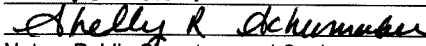
Donald J Vrana
Name of Authorized Officer (Print or Type)

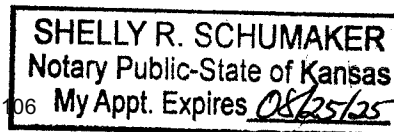
Treasurer
Title

913-577-0394
Telephone Number

State of Kansas
County of Johnson

Signed and sworn to before me on this 10th day of July, 2023 by
Don Vrana (Name) as Treasurer (Title) of
Terracon (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



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):

Environmental Renovation/Demolition Services - PS3081

Description of goods or services to be provided under Contract:

Environmental Services

Name of Consultant: Terracon Consultants, Inc.

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

Retained Parties:

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

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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



Signature

Linda Yang

Name (Type or Print)

7/7/2023

Date

Vice President

Title

Subscribed and sworn to before me

this 7th day of July 2023



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 court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signature

Name

Title

Date

State of _____ County of _____

On this ____ day of _____, 20____
before me appeared (Name)

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

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

Notary Public

Commission expires:
(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

On this ____ day of _____, 20____
before me appeared (Name)

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

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

Notary Public

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

<input type="text"/>	% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
<input type="text"/>	% 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)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:
BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE D
Affidavit of Professional Service Provider Regarding MBE/WBE Participation (1 of 2)

Name of Project: Environmental Reno/Demo PS30821

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

Linda Yang Vice President

Title and duly authorized representative of

Terracon Consultants Inc

Name of Professional Service Provider whose address is

650 W Lake St, Chicago, IL 60661

in the City of Chicago, State of Illinois

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
TBD	TBD	\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		<input type="text" value="TBD"/> %	<input type="text" value="TBD"/> %

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:

Terracon Consultants Inc

Name of Contractor (Print)

09/20/2024

Date

630-445-0159

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date



Signature

Linda Yang

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____