



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

**PROFESSIONAL SERVICES AGREEMENT**

**GEOTECHNICAL INVESTIGATION &  
REPORTING SERVICES (PS3082B)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**ECS MIDWEST, LLC**

**FOR**

**GEOTECHNICAL INVESTIGATION & REPORTING SERVICES (PS3082B)**

**Public Building Commission of Chicago**

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

<b>FIRM NAME:</b>	ECS Midwest, LLC
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**Mayor Brandon Johnson**  
Chairman

Ray Giderof  
Acting Executive Director

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**EXECUTION PAGE**  
**GEOTECHNICAL INVESTIGATION & REPORTING SERVICES – PS3082B**

**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 **ECS Midwest, LLC** with offices at 216 West Jackson Boulevard, Chicago, Illinois 60606 (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**  
**GEOTECHNICAL INVESTIGATION & REPORTING SERVICES- PS3082B**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

*[Signature]*  
Mayor Brandon Johnson  
Chairman

Date: 1/9/2024

**ATTEST:**

*Mary Pat Wity*  
Mary Pat Wity  
Secretary

Date: 1/9/2024

**CONSULTANT: ECS Midwest, LLC**

*[Signature]* CHRIS LOPEZ  
President or Approved Signatory

Date: 1-3-2024

**AFFIX CORPORATE  
SEAL, IF ANY, HERE**

County of: Cuyahoga  
State of: Ohio

Subscribed and sworn to before me by Chris Lopez and \_\_\_\_\_  
on behalf of Consultant this 3rd day of Jan, 2024.

*Michele L. Palmateer*  
Notary Public  
My Commission expires: 2/16/2024  
(SEAL OF NOTARY)



**MICHELE L. PALMATEER**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
Recorded in  
Cuyahoga County  
My Comm Exp. 2/16/2024

**Approved as to form and legality:**

*Anne L. Freda*  
Neal & Leroy, LLC

Date: 1/8/2024

**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](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 \$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.

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## **SCHEDULE B SCOPE OF SERVICES**

### **4.1 Intent**

The Public Building Commission of Chicago (PBC) is currently soliciting qualifications from geotechnical consulting firms or teams (the "Respondents") in order to generate pool of qualified Geotechnical Investigation & Reporting Consultants to perform the following geotechnical work for the PBC – Geotechnical Investigation & Reporting Services. The following Scope of Services is a general overview of expected work to be performed by the Selected Respondents.

### **4.2 General Scope of Services, Permits, Subcontracts and Health & Safety – Geotechnical Investigation & Reporting Services**

The Geotechnical Consultant (the "Consultant") will enter into a Task Order with the PBC. The Consultant's Task Order will be executed in a Not to Exceed format, on a project-by-project basis. The Consultant is responsible for procuring all permits necessary to complete the scope of work. Prior to initiating investigation activities, the Consultant and its selected drilling subcontractor shall contact DIGGER to mark underground utilities in public rights-of-way. The Consultant shall also retain a private utility locator service to identify all utilities in the project area. The Consultant shall subcontract a qualified driller and a geotechnical laboratory as necessary. The Consultant shall also prepare and submit to the PBC a "Health and Safety Plan", ten (10) working days prior to the start of fieldwork.

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.

### **4.3 Benchmark**

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

### **4.4 Borings Location Plan**

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

### **4.5 Soil Borings**

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

#### **1. Number and Location of Soil Borings:**

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

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

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

1. One boring at 15' below ground surface;
2. One boring at 50' below ground surface to determine/confirm potential deep foundation requirements;
3. Two borings at 10' below ground surface; and
4. Two borings at 30' below ground surface.

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

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

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

#### **4.6 Percolation Tests**

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

#### **4.7 Drilling and Sampling Methods**

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

#### **4.8 Laboratory Testing Requirements**

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

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

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

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

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

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

#### **4.9 Field Measurements**

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

#### **4.10 Additional Contingency Work**

The requirements of the geotechnical investigation and report scope of work specifically provide that soil borings shall not be terminated in loose or soft soils or soils that are determined during field investigation activities to be weak and are therefore deemed inadequate for proper support of the proposed improvements based on properties and anticipated loads for the improvements. In such cases, the Consultant, at the direction of the PBC shall continue soil borings beyond initial planned depths. Where drilling depths are increased beyond initial planned depths, and suitable soil support strata are not encountered or are beyond a reasonable depth to be of any practical benefit for adequate bearing of the proposed improvements, then drilling shall continue to bedrock for selected or all soil borings as directed by the PBC. Where drilling continues to bedrock, a ten (10) foot rock core shall be obtained when directed by the PBC in accordance with ASTM Standards D2113 and D5079. The rock cores shall be classified and evaluated in accordance with the requirements outlined in Section 7, Entitled Laboratory Requirements as are applicable to rock core samples. In the event that the determined field RQD is classified as poor rock quality, additional rock coring samples will be advanced at the direction of the PBC.

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

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

#### **4.11 Protection/Restoration of Property**

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

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

#### **4.12 Field and Laboratory Reporting Requirements**

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

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

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

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

#### 4.13 Foundation Engineering Evaluation and Recommendations

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

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

- a. Foundation support for proposed structures, playground posts, and slabs, including allowable bearing capacity, recommended foundation depths/elevations, foundation design recommendations (shallow and/or deep foundations) and anticipated settlements;
- b. If deep foundation design is needed, include recommended depth, foundation types, e.g., pile, pier/caisson, etc., and vertical/lateral capacities, etc.) and all necessary geotechnical parameters, e.g., saturated and submerged soil densities, angle of internal friction, cohesion, adhesion, wall friction as applicable, horizontal subgrade modulus, RQD values, etc.;
- c. Anticipation of, and management of, groundwater for design of structures, pavements and utilities. Even if the groundwater is not encountered at the site, include recommendations to manage the groundwater during any excavation and long term groundwater conditions, or assess that no groundwater conditions will adversely affect the proposed improvements. Provide a design groundwater elevation in City of Chicago Datum.
- d. Provide recommendations for excavation and backfilling slopes, material (gradation requirements), and compaction (modified or standard proctor tests) requirements for structural fill, backfill, and for the support of structures and pavements;
- e. Vertical sub-grade modulus for design of pavements or slabs;
- f. Provide recommendations for soil preparation of pavement areas, including permeable pavement systems, artificial turf, flexible pavement systems, and rigid pavement systems.
- g. Discuss the feasibility of reusing excavated native soils as fill under structure and pavement (flexible and rigid) and artificial turf athletic fields.
- h. Discuss considerations of the use of permeable surface materials (i.e. artificial turf or concrete unit pavers) as it relates to saturation of fill and native soils under the permeable surface.
- i. Horizontal subgrade modulus for calculation of lateral load capacity of deep foundations; and
- j. Include all detailed calculations, including hand written calculations, when used to develop estimates, findings or recommendations contained in the report.

#### **4.14 Presence at Meetings**

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

#### **4.15 Deliverables**

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

#### **4.16 Time**

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

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

#### **4.17 Access to Property**

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

#### **4.18 Use of Report**

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

#### **4.19 Qualifications/Personnel**

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

#### **4.20 Proposal Content**

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

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

The Commission reserves the right to amend, alter, update, and/or change the services required at any time.

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**SCHEDULE C  
COMPENSATION OF THE CONSULTANT**

**C.1 CONSULTANT'S FEE**

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount 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.

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**ECS MIDWEST, LLC  
LOADED RATES FOR  
GEOTECHNICAL CONSULTING SERVICES  
PS3082B**

Complete the following Rate Sheet table and provide various rates for the services and staff who will work on the projects. The rate shall include typical overhead (except the reimbursable expenses) for services and each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxi cab fares, parking, tolls, insurance, marketing and any other costs incurred.

#	TASK ITEM	Unit	Unit Rate
<b># GENERAL</b>			
1	Principal	Per Hour	\$ 185
2	Geotechnical Engineer, P.G.	Per Hour	\$ 135
3	Project Manager	Per Hour	\$ 145
4	Geologist, P.G.	Per Hour	\$ 120
5	Field Engineer/Geologist	Per Hour	\$ 105
6	Laboratory Technician	Per Hour	\$ 90
7	Field Technician	Per Hour	\$ 105
8	Clerical/Administrative Staff	Per Hour	\$ 65
9	QA/QC Staff	Per Hour	\$ 120
10	Environmental Technician	Per Hour	\$ 95
11	Senior Project Manager	Per Hour	\$ 145
12	Senior Staff	Per Hour	\$ 135
13	Drafting Technican	Per Hour	\$ 65
14	CADD Designer	Per Hour	\$ 80
15	[INSERT 'OTHER' HERE]	Per Hour	\$ -
16	[INSERT 'OTHER' HERE]	Per Hour	\$ -
<b># FIELD INVESTIGATION</b>			
1	Mobilization / Demobilization	Each	\$ 600
2	Drilling (per ASTM D 1586)	Per Foot	\$ 35
3	Drill Rig and 2 man Crew	Per Day	\$ 1,600
4	Install Piezometers	Each	\$ 900
5	Surveying: Benchmark, coordinates, elevations, etc.	Per Day	\$ 1,950
6	Undisturbed Sampling (per ASTM D 1587)	Per Sample	\$ 25
7	In-Situ Percolation Test	Per Test	\$ 850
8	In-Situ Testing for Vane Shear	Lump Sum	\$ 400
9	Field Equipment – vehicles, coring, small tools, etc.	Per Day	\$ 250
10	Field Equipment – Foundations monitoring	Per Day	\$ 1,200
11	Field Equipment – Earthwork monitoring	Per Day	\$ 1,100
12	Misc. Field Expenses	Lump Sum	\$ 500
13	Health and Safety Plan	Lump Sum	\$ 495
14	Utility Locating Servcie (on-site locator)	Lump Sum	\$ 700
15	55-Gallon Drums (for soil cuttings)	Per Drum	\$ 75
16	Waste Characterization (sample collection and disposal analysis)	Lump Sum	\$ 1,800
17	Waste Profile Forms (for disposal)	Lump Sum	\$ 1,200
18	Drums Disposal (mobilization, load, transport and disposal—uncontaminated soil)	Lump Sum	\$ 495
19	Rock Coring	Per Foot	\$ 50
20	Rock Core Backfill (Grout)	Per Foot	\$ 8
21	Boring backfill (bentonite chips)	Per Foot	\$ 7
22	Surface Coring: Concrete (per boring)	Each	\$ 100
23	Surface Coring: Asphalt (per boring)	Each	\$ 100
24	Surface Restoration: Concrete (per boring)	Each	\$ 45
25	Surface Restoration: Asphalt (per boring)	Each	\$ 45
<b># LABORATORY TESTING</b>			
1	Moisture Content	Each	\$ 7
2	Particle Size Analysis (per ASTM D 422 and 1140)	Each	\$ 110
3	Soil Classification (per ASTM D 2487 & D 2488)	Each	\$ 12
4	Unconfined Compressive Strength (per ASTM D 2166)	Each	\$ 20
5	Atterberg Limits (per ASTM D 4318)	Each	\$ 105
6	Consolidation Testing (per ASTM D 2435)	Each	\$ 155
7	Modified Proctor	Each	\$ 160
8	California Bearing Ratio Test (per ASTM D 1883)	Each	\$ 500
9	Organic Content	Each	\$ 45
<b># DELIVERABLES</b>			
1	Draft and (1) Final Geotechnical Report	Lump Sum	\$ 2,000
2	Permits	Lump Sum	\$ 1,500

## **SCHEDULE D INSURANCE REQUIREMENTS**

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

### **D.1. INSURANCE TO BE PROVIDED**

#### **D.1.1. Workers' Compensation and Employers Liability**

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

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

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

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

#### **D.1.3. Automobile Liability (Primary and Umbrella)**

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

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

#### **D.1.4. Professional Liability**

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

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

#### **D.1.5 Property**

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

### **D.1.6 Valuable Papers**

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

### **D.1.7 Contractors Pollution Liability**

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

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

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

### **D.1.8 Railroad Protective Liability**

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

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

## **D.2. ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

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).

<b>PRODUCER</b> The Andersen Insurance Group 14026 Thunderbolt Place Suite 200 Chantilly, VA 20151	<b>CONTACT NAME:</b> Randi L. Swisher <b>PHONE (A/C, No, Ext):</b> (703) 988-0900 <b>FAX (A/C, No):</b> (703) 988-9498 <b>E-MAIL ADDRESS:</b> info@theandersengrp.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> ECS Midwest, LLC 14026 Thunderbolt Place Suite 700 Chantilly, VA 20151	<b>INSURER A :</b> Cincinnati Insurance Company <b>NAIC #</b> 10677
	<b>INSURER B :</b> Bankers Standard Insurance Company <b>18279</b>
	<b>INSURER C :</b> Federal Insurance Company <b>20281</b>
	<b>INSURER D :</b> ACE American Insurance Company <b>22667</b>
	<b>INSURER E :</b>
	<b>INSURER F :</b>

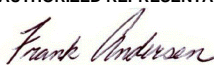
**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab</b> <input checked="" type="checkbox"/> <b>X C U Coverage</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ENP 0219995	12/1/2023	12/1/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EBA 0463053	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>	X	X	ENP 0219995	12/1/2023	12/1/2024	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		X	71764165	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Excess Umbrella</b>	X	X	56719429	12/1/2023	12/1/2024	<b>Occurrence/Aggregate</b> <b>2,000,000</b>
D	<b>Pollution Liability</b>	X	X	CPMG28192289	12/1/2023	12/1/2024	<b>Occurrence/Aggregate</b> <b>15,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: PS3082B (PROFESSIONAL SERVICES AGREEMENT - GEOTECHNICAL INVESTIGATION & REPORTING SERVICES)  
The Public Building Commission of Chicago, 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 are included as an Additional Insured on all policies on a primary and non contributory basis except Worker's Compensation. Waiver of subrogation is granted in favor of the above-listed parties. 30 days advance written notice of cancellation (10 days notice for non-payment of premium).

**CERTIFICATE HOLDER** **CANCELLATION**

<b>Public Building Commission of Chicago</b> Richard J. Daley Center <b>APPROVED</b> 50 W. Washington, Rm 200 <b>JLB</b> Chicago, IL 60602 <b>11/20/2024</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

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<b>PRODUCER</b> Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(703) 827-2277</b>   FAX (A/C, No): <b>(703) 827-2279</b> E-MAIL ADDRESS: <b>admin@amesgough.com</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A : Continental Casualty Company (CNA) A, XV</b>
<b>INSURED</b>  <b>ECS Midwest, LLC</b> <b>1575 Barclay Boulevard</b> <b>Buffalo Grove, IL 60089</b>	<b>NAIC #</b>  <b>20443</b>
	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

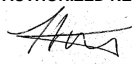
**COVERAGES**    **CERTIFICATE NUMBER:**    **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <b>Y / N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liab.</b>			<b>AEH254030538</b>	<b>6/15/2023</b>	<b>6/15/2024</b>	<b>Per Claim/Aggregate</b> <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 re: **GEOTECHNICAL INVESTIGATION & REPORTING SERVICES (PS3082B)**

**30-day Notice of Cancellation will be issued for the Professional Liability policy in accordance with policy terms and conditions.**

<b>CERTIFICATE HOLDER</b>  Public Building Commission of Chicago Richard J. Daley Center, Room 200 50 W. Washington Street Chicago, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# The Cincinnati Insurance Company

A Stock Insurance Company

**Headquarters:** 6200 S. Gilmore Road, Fairfield, OH 45014-5141

**Mailing address:** P.O. Box 145496, Cincinnati, OH 45250-5496

[www.cinfin.com](http://www.cinfin.com) ■ 513-870-2000

## COMMON POLICY DECLARATIONS

Billing Method: **AGENCY BILL**

POLICY NUMBER **ENP 021 99 95**

**NAMED INSURED** ECS MIDWEST LLC, ECS ILLINOIS LLC, 1125 VALLET BELT LLC  
14026 THUNDERBOLT PL

**ADDRESS** CHANTILLY, VA 20151-3295

(Number & Street,  
Town, County,  
State & Zip Code)

### Previous Policy Number:

**ENP0219995**

**Policy Period:** At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

### All coverages except Automobile and / or Garage

Policy number: **ENP 021 99 95** FROM: **12-01-2023** TO: **12-01-2024**

### Automobile and / or Garage

Policy number: FROM: TO:

Agency **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC 45-108**

City **CHANTILLY, VA**

### Legal Entity / Business Description

**LIMITED LIABILITY COMPANY**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

### FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017 11/98 COMMON POLICY CONDITIONS  
IA102A 09/08 SUMMARY OF PREMIUMS CHARGED  
IA904 04/04 SCHEDULE OF LOCATIONS  
IA4236 06/20 POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE  
IA4433IL 03/17 IMPORTANT POLICYHOLDERS NOTICE - ILLINOIS  
IA4521 03/20 NOTICE OF PRIVACY PRACTICES  
IP409IL 01/91 IMPORTANT INFORMATION TO POLICYHOLDERS ILLINOIS  
IP446 08/01 NOTICE TO POLICYHOLDERS  
IA325 01/23 WAR EXCLUSION  
IA4006 07/10 SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT  
IA4156IL 01/18 ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL  
IA4210IL 01/18 ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL  
IA4238 01/15 CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
IA4338 05/11 SIGNATURE ENDORSEMENT  
IA4382IL 07/17 ILLINOIS CHANGES  
IA4387IA 09/11 IOWA CHANGES - ACTUAL CASH VALUE  
IA4395IL 04/17 ILLINOIS CHANGES - CIVIL UNION  
IA449WI 01/89 WISCONSIN AMENDATORY ENDORSEMENT  
IA460 01/16 PROTECTIVE SAFEGUARDS  
IL0021 09/08 NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)  
IP427WI 04/23 KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

IA4087 09/17 CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

FM502 07/08 COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

GA532 07/08 COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

GA536OH 03/10 OHIO EMPLOYERS LIABILITY DEFENSE EXPENSES COVERAGE PART DECLARATIONS

MA573 06/07 ELECTRONIC DATA PROCESSING EQUIPMENT COVERAGE FORM DECLARATIONS

MA554 05/10 GENERAL FLOATER COVERAGE PART DECLARATIONS

MA580 06/07 MOBILE PROPERTY BUSINESS INCOME COVERAGE FORM DECLARATIONS

USC513 05/10 COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS

HC502 01/18 CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS

HC503 01/18 CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

Countersigned \_\_\_\_\_ (Date) By \_\_\_\_\_ (Authorized Representative)



# THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **ENP 021 99 95**

Named Insured is the same as it appears in the Common Policy Declarations

### LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA233	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA233	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
CONTRACTORS - SUBCONTRACTED WORK (IL)	91581 E	E [REDACTED] TOTAL COST	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CONTRACTORS - SUBCONTRACTED WORK (OH)	91581 E	E [REDACTED] TOTAL COST	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CONTRACTORS - SUBCONTRACTED WORK (WI)	91581 E	E [REDACTED] TOTAL COST	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
DRILLING (WI)	92101 B	B [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ENGINEERS OR ARCHITECTS (IL) INCL PROD AND/OR COMP OP	92663 B	B [REDACTED]		[REDACTED]		[REDACTED]
ENGINEERS OR ARCHITECTS (OH) INCL PROD AND/OR COMP OP	92663 B	B [REDACTED]		[REDACTED]		[REDACTED]
ENGINEERS OR ARCHITECTS (WI) INCL PROD AND/OR COMP OP	92663 B	B [REDACTED]		[REDACTED]		[REDACTED]
SEXUAL MISCONDUCT LIABILITY	20231					[REDACTED]
ELECTRONIC DATA LIABILITY	27002					[REDACTED]

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Products / Completed Operations	All Other	Products / Completed Operations	All Other
AUTOMATIC ADD. INSURED - 29917		A - Area				
CONTRACTORS OPERATIONS		B - Payroll				
		C - Gross Sales				
		D - Units				
		E - Other				
CONTRACTORS BROADENED COVERAGE	29975					
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29915					
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29916					
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29919					
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29920					

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM \$ [REDACTED]

**FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:**

CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
IA450C	11/87	LIMITED EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS
		PROFESSIONAL LIABILITY EXCLUSION
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG0437	05/14	ELECTRONIC DATA LIABILITY
CG2010	12/19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG2037	12/19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG2147	12/07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2414	04/13	WAIVER OF GOVERNMENTAL IMMUNITY
CG2503	05/09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	05/09	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
GA2160H	09/20	OHIO LIABILITY COVERAGE ENHANCEMENT
GA233	09/20	CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3012IL	09/20	ILLINOIS COMMUNICABLE DISEASE EXCLUSION
GA3064	09/20	EXCLUSION - ASBESTOS
GA3074	09/22	EXCLUSION - CYBER LIABILITY
GA369	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA4398IL	06/12	ILLINOIS NOTICE TO POLICYHOLDERS OF AN ABUSE, MISCONDUCT OR MOLESTATION ENDORSEMENT
GA4518	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - CG 20 10 07 04 - SCHEDULED PERSON OR ORGANIZATION
GA4519	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - CG 20 37 07 04 - COMPLETED OPERATIONS
GA4523IL	05/20	BROAD FORM CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ILLINOIS
GA4531	09/20	AMENDMENT - POLLUTANT DEFINITION
GA4533IL	12/22	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT - ILLINOIS

**FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:**

GA4566	06/22	AMENDMENT - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
GA214IL	08/02	SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	ANY LOCATION AT WHICH WORK OR OPERATIONS WERE PERFORMED BY YOU OR ON YOUR BEHALF

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

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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**B. Limits Of Insurance:**

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

**1. Employee Benefit Liability Coverage**

Each Employee Limit: \$1,000,000  
 Aggregate Limit: \$3,000,000  
 Deductible Amount: \$ 1,000

**3. Damage To Premises Rented To You**

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ \_\_\_\_\_

**4. Supplementary Payments**

- a. Bail Bonds: \$2,500
- b. Loss Of Earnings: \$ 500

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**5. Medical Payments**

Medical Expense Limit: \$10,000

**9. Property Damage To Borrowed Equipment**

Each Occurrence Limit: \$10,000  
 Deductible Amount: \$ 250

**16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage**

**Limits Of Insurance**

Voluntary Property Damage Coverage:  
 \$1,000 Each Occurrence  
 \$5,000 Aggregate  
 Care, Custody Or Control Liability Coverage:  
 \$5,000 Each Occurrence unless otherwise stated \$ \_\_\_\_\_

**Deductible Amount (Each Occurrence)**

Voluntary Property Damage Coverage: \$250  
 Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE  (For Limits in Excess of \$5,000)	ADVANCE PREMIUM  (For Limits in Excess of \$5,000)
Care, Custody Or Control Liability			\$
<b>TOTAL ANNUAL PREMIUM</b>			<b>\$</b>

**C. Coverages**

**1. Employee Benefit Liability Coverage**

a. The following is added to **Section I - Coverages**:

**EMPLOYEE BENEFIT LIABILITY COVERAGE**

**(1) Insuring Agreement**

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

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2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

## (2) Exclusions

This insurance does not apply to:

**(a) Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

**(b) Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

**(c) Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**(d) Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

**(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**(f) Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**(g) ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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**(h) Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**(i) Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**(j) Employment-Related Practices**

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(3) Supplementary Payments**

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

**b. Who Is An Insured**

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

#### c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or "suits" brought;
  - (c) Persons or organizations making claims or bringing "suits";
  - (d) Acts, errors or omissions; or
  - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this en-

dorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

#### (4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
  - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

#### d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

#### 2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
- (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance

is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

**b. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**c. No Coverage**

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

**e. Additional Definitions**

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

scope of "employee benefit programs";

- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
  - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
  3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
    - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
  - 18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
    - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
  - c. An appeal of a civil proceeding.
2. **Unintentional Failure To Disclose Hazards**

**Section IV - Commercial General Liability Conditions, 6. Representations** is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. **Damage To Premises Rented To You**

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions,** other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
  - 1) Wear and tear;
  - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - 3) Smog;
  - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - 5) Settling, cracking, shrinking or expansion;
  - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
  - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
  - (i) Earthquake, volcanic eruption, landslide or any other earth movement;
  - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
  - (iii) Water under the ground surface pressing on, or flowing or seeping through:
    - 1) Foundations, walls, floors or paved surfaces;
    - 2) Basements, whether paved or not; or
    - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air

conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
  - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
  - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

#### c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:
  - 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:
    - a.** While rented to you, or temporarily occupied by you with permission of the owner;
    - b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
    - c.** In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section **B.** Limits Of

Insurance, **3. Damage To Premises Rented To You** of this endorsement.

#### 4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

#### 5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5.** Medical Payments of this endorsement.

#### 6. 180 Day Coverage For Newly Formed Or Acquired Organizations

**Section II - Who Is An Insured** is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

#### 7. Waiver Of Subrogation

**Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom

the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

#### 8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

##### (a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-



half of such additional insured.

**(b) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(c) Vendors**

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i)** The insurance afforded the vendor does not apply to:
- 1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for

damages that the vendor would have in the absence of the contract or agreement;

- 2)** Any express warranty unauthorized by you;
- 3)** Any physical or chemical change in the product made intentionally by the vendor;
- 4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7)** Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4** or **6** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

**(d) State Or Governmental Agency Or Subdivision Or Political Subdivision -**

### **Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

**(e) Mortgagee, Assignee Or Receiver**

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

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

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

#### **Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4**. Other Insurance is amended to include:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. **Property Damage To Borrowed Equipment**

a. The following is added to Exclusion **2.j**. Damage To Property under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**.

Limits Of Insurance, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

## (2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## 10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

## 11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

## 12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

### 13. Bodily Injury Redefined

**Section V - Definitions, 3.** "Bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

### 14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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

### 15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

### 16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

#### **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

##### **(1) Insuring Agreement**

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or

- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

### **(2) Exclusions**

This insurance does not apply to "property damage" that would be excluded by Coverage **A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property, Paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.**

### **(3) Definitions**

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

#### b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

- (1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2**. Exclusions, **j**. Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.
- (2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

- (3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for

"property damage" under this Coverage Part.

#### c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**. Limits Of Insurance, **16**. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:
  - (a) Insureds;
  - (b) Claims made or "suits" brought; or
  - (c) Persons or organizations making claims or bringing "suits".

- (2) (a) Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

- (b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

- (3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

#### (4) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B**, Limits Of Insurance, **16**. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) Section **IV** - Commercial General Liability Conditions, **2**. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken,

you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

#### **17. Broadened Contractual Liability - Work Within 50' Of Railroad Property**

**Section V - Definitions, 9.** "Insured contract" is amended as follows:

- a. Paragraph **c.** is replaced by the following:
  - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

#### **18. Alienated Premises**

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROAD FORM CONTRACTORS ADDITIONAL INSURED -  
AUTOMATIC STATUS AND AUTOMATIC WAIVER OF  
SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT,  
AGREEMENT, PERMIT OR AUTHORIZATION - ILLINOIS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

**1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

**a.** "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

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

**b.** "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:*

- (1)** The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2)** The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

- 2.** If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:
  - a.** *Arising out of* your ongoing operations or *arising out of* "your work"; or
  - b.** By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing

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operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.
2. With respect to the insurance afforded to the additional insureds described in Para-

graph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- C.** The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**
1. Only applies to the extent permitted by law; and
  2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
  3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.
  4. Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:
    - a. The building or disassembly of scaffolding by or for you; or
    - b. The use of such scaffolding.

However, Paragraphs **C.1.** and **C.2.** above do not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

- D.** With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

1. The most we will pay on behalf of the additional insured is the amount of insurance:
  - a. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agree-

ment, written permit or written authorization; or

- b. Available under the applicable limits of insurance;

whichever is less.

However, Paragraph **D.1.** does not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

2. This endorsement shall not increase the applicable limits of insurance.

**E. Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

**Waiver of Subrogation**

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived

its right of recovery against such additional insured prior to loss.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
**SCHEDULE**

<p><b>Designated Construction Project(s):</b>  <b>EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit
- shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

  - 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

  - 1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

**D.** If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



## The Cincinnati Indemnity Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

### COMMON POLICY DECLARATIONS

Billing Method: AGENCY BILL

POLICY NUMBER **EBA 046 30 53**

**NAMED INSURED** ECS MIDWEST LLC, ECS ILLINOIS LLC

14026 THUNDERBOLT PL

**ADDRESS** STE 700

(Number & Street, CHANTILLY, VA 20151-3295

Town, County,

State & Zip Code)

**Previous Policy Number:**

EBA0463053

**Policy Period:** At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**All coverages except Automobile and / or Garage**

Policy number:

FROM:

TO:

**Automobile and / or Garage**

Policy number: **EBA 046 30 53**

FROM: 12-01-2023

TO: 12-01-2024

Agency **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC 45-108**

City **CHANTILLY, VA**

**Legal Entity / Business Description**

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017 11/98 COMMON POLICY CONDITIONS

IA102A 09/08 SUMMARY OF PREMIUMS CHARGED

IA4378WI 11/09 DISCLOSURE NOTICE UNINSURED AND/OR UNDERINSURED MOTORISTS COVERAGE  
APPLICABLE TO HIRED AND NON-OWNED AUTO

IA4521 03/20 NOTICE OF PRIVACY PRACTICES

IP409IL 01/91 IMPORTANT INFORMATION TO POLICYHOLDERS ILLINOIS

IP446 08/01 NOTICE TO POLICYHOLDERS

IA325 01/23 WAR EXCLUSION

IA4112WI 11/18 WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL

IA4338 05/11 SIGNATURE ENDORSEMENT

IA449WI 01/89 WISCONSIN AMENDATORY ENDORSEMENT

IP406WI 01/90 NOTICE TO POLICYHOLDER - CANCELLATION

IP427WI 04/23 KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

IA4087 09/17 CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED  
ENTITY

AAD505 03/06 BUSINESS AUTO COVERAGE PART DECLARATIONS

Countersigned \_\_\_\_\_ (Date) By \_\_\_\_\_ (Authorized Representative)

# THE CINCINNATI INDEMNITY COMPANY

CINCINNATI, OHIO

## BUSINESS AUTO COVERAGE PART DECLARATIONS

**ITEM ONE**

Attached to and forming part of POLICY NUMBER: EBA 046 30 53

Named Insured is the same as it appears in the Common Policy Declarations.

**ITEM TWO**

**SCHEDULE OF COVERAGES AND COVERED AUTOS**

This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of Insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$1,000,000	INCL
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement minus \$	Ded.
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus \$	Ded.
AUTO. MEDICAL PAYMENTS	2, 8, 9	\$ 5,000	INCL
UNINSURED MOTORISTS	2, 8, 9	\$ SEE AA4183	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2, 8, 9	\$ SEE AA4183	INCL
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2, 8	Actual cash value or cost of repair, Whichever is less minus \$SEE AA4183 Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	INCL
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus \$ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE	2, 8	Actual cash value or cost of repair, Whichever is less minus \$SEE AA4183 Ded for each covered auto. See Item Three for hired or borrowed "autos".	INCL
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR	10	\$ SEE AA4183 for each disablement of a private passenger auto	INCL
PREMIUM FOR ENDORSEMENTS			
*ESTIMATED TOTAL PREMIUM			INCL

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

- AA4379 10/20 NOTICE TO POLICYHOLDER - AUTHORIZED DRIVERS
- AA4183 02/06 AUTOMOBILE SCHEDULE
- AA101 03/06 BUSINESS AUTO COVERAGE FORM
- AA2009 01/17 CHANGES - TOWING AND LABOR
- AA296 07/12 CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE
- AA4044IL 01/15 ILLINOIS UNINSURED MOTORISTS COVERAGE

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**AAD505 03 06**



## FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4045IL 11/08 ILLINOIS UNDERINSURED MOTORISTS COVERAGE  
 AA4065OH 01/21 OHIO UNINSURED MOTORISTS COVERAGE - BODILY INJURY  
 AA4070OH 09/16 NOTICE TO POLICYHOLDERS UNINSURED MOTORIST PROPERTY DAMAGE  
 AA4096WI 10/12 WISCONSIN UNINSURED MOTORISTS COVERAGE  
 AA4136IL 01/15 ILLINOIS CHANGES  
 AA4168IL 01/23 UNINSURED/UNDERINSURED MOTORISTS PROTECTION OPTION  
 SELECTION/REJECTION FORM - ILLINOIS  
 AA4214 08/07 COVERED AUTO DESIGNATION SYMBOL  
 AA4231 08/08 SUPPLEMENTARY SCHEDULE FOR BUSINESS AUTO--ITEMS FOUR, FIVE, AND  
 SIX  
 AA4255WI 10/12 WISCONSIN UNINSURED AND OPTIONAL UNDERINSURED MOTORIST COVERAGE  
 OPTION SELECTION FORM  
 AA4256WI 10/12 WISCONSIN REJECTION OF MEDICAL PAYMENTS COVERAGE  
 AA4263 04/10 OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT  
 AA450 10/10 COMPOSITE RATE AUTO ENDORSEMENT  
 AP401OH 09/16 IMPORTANT NOTICE TO POLICYHOLDERS REGARDING OHIO UNINSURED AND  
 UNDERINSURED MOTORIST COVERAGE  
 CA0117 11/11 WISCONSIN CHANGES  
 CA9916 12/93 HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN  
 MCS90 06/21 ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC  
 LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF  
 1980  
 AA247 03/06 DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR NAMED  
 INDIVIDUALS  
 AA261 07/14 AUTO MEDICAL PAYMENTS COVERAGE  
 AA261WI 07/14 WISCONSIN AUTO MEDICAL PAYMENTS COVERAGE  
 AA288 06/20 CINCIPLUS® BUSINESS AUTO XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT

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\* This policy may be subject to final audit

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**AAD505 03 06**

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 EBA 046 30 53 Page 57 of 138

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CinciPlus®**  
**BUSINESS AUTO XC+®**  
**(EXPANDED COVERAGE PLUS)**  
**ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

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

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is deleted in its entirety and replaced by the following:

- c.** Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is deleted in its entirety and replaced by the following:

- b.** For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### E. Audio, Visual and Data Electronic Equipment

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

#### F. Who is an Insured - Amended

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

#### G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

#### H. Amended Fellow Employee Exclusion

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

#### I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

#### J. Rental Reimbursement

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### K. Transportation Expense - Higher Limits

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### L. Airbag Coverage

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
  - a. The most we will pay for "loss" in any one "accident" is the greater of:
    - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
      - (a) Overdue lease or loan payments;
      - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
      - (c) Security deposits not refunded by the lessor;
      - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      - (e) Carry-over balances from previous loans or leases, or
    - (2) Actual cash value of the stolen or damaged property.
  - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
  - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-01-23**      Policy No. **71764165**      Endorsement No.  
Insured **ECS MIDWEST, LLC FKA ECS ILLINOIS, LLC**      Premium \$ **Incl.**  
Insurance Company **Bankers Standard Insurance Company**

Countersigned By \_\_\_\_\_

**SCHEDULE E**  
**KEY PERSONNEL**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## C. TECHNICAL COMPETENCE

PERSONNEL MATRIX							
STAFF NAME	YEARS OF EXPERIENCE	YEARS WITH FIRM	PBC EXPERIENCE	LOCAL TO CHICAGO AREA	FOUNDATION SYSTEMS	SOIL TYPES	TYPE OF LICENSES / CERTIFICATIONS
Scott Bierbaum	38	16	✓	✓	Shallow Deep	Sand, Clay, Silt, Rock	<b>Certifications:</b> Troxler Certified Nuclear Density Gauge Operator; Radiation Safety Officer; 10 Hour OSHA (construction); American Concrete Institute Level I
Jay Naik, PE	20	20	✓	✓	Shallow Deep	Sand, Clay, Silt, Rock	<b>License:</b> Illinois Professional Engineer   <b>Certifications:</b> Level 1 Bonded PT - Field Installation; ACI Adhesive Anchor Installation Inspector
Brett Gitskin, PE	40	25	✓		Shallow Deep	Sand, Clay, Silt, Rock	<b>Licenses:</b> Professional Engineer in Illinois and 14 additional states   <b>Certifications:</b> OSHA 29 CFR 1910.120 40-Hour Hazardous Waste Training; OSHA 29 CFR 190.120 8-Hour Supervisor Training
Chris Lopez, PE	33	4			Shallow Deep	Sand, Clay, Silt, Rock	<b>Licenses:</b> Professional Engineer in Illinois and 12 additional states   <b>Certifications:</b> Ohio DOT Construction Inspection – Construction Engineer Level 1 and Level 2; Face Floor Flatness; Radiation Safety Training and Safety Officer
Mark Carlson, PE	37	4			Shallow Deep	Sand, Clay, Silt, Rock	<b>Licenses:</b> Professional Engineer in Illinois and 9 additional states ; Professional Geologist: KY   <b>Certifications:</b> Elected Fellow of ASCE in 2015 Geotechnical Diplomate ASCE; Geo-Institute Previous served on the ASCE Board for many years in Southwest Ohio
Darin Maciolek, PE	31	6			Deep	Sand, Clay, Silt, Rock	<b>Licenses:</b> Professional Engineer in Illinois and 12 additional states   <b>Certifications:</b> OSHA 40 Hour Hazardous Waste; CPN Nuclear Density Gauge Certification; U.S. Department of Labor MSHA Surface Mining Training
Amaneh Kenarsari, PHD	15	6	✓	✓	Deep	Sand, Clay, Silt, Rock	<b>Licenses:</b> Professional Engineer in 3 states
Bernardo Martinez Tarin, PE	13	8	✓	✓	Shallow Deep	Sand, Clay, Silt, Rock	<b>Licenses:</b> Professional Engineer in Illinois and 3 additional states



## C. TECHNICAL COMPETENCE

PERSONNEL MATRIX							
STAFF NAME	YEARS OF EXPERIENCE	YEARS WITH FIRM	PBC EXPERIENCE	LOCAL TO CHICAGO AREA	FOUNDATION SYSTEMS	SOIL TYPES	TYPE OF LICENSES / CERTIFICATIONS
Wilson Smith, PE	10	5	✓	✓	Shallow Deep	Sand, Clay, Silt, Rock	<b>Licenses:</b> Professional Engineer in Illinois and 2 additional states   <b>Certifications:</b> OSHA 10-Hour Training Certification
Danilo Guevarra	27	23	✓	✓	Shallow Deep	Sand, Clay, Silt, Rock	<b>Licenses:</b> Professional Engineer in the Philippines   <b>Certifications:</b> OSHA 29 CFR 1910.120 40-Hour Hazardous Waste Training; OSHA 29 CFR 1910.120 8-Hour Refresher Course; Troxler Electronic Laboratories Certified Nuclear Density Gauge Operator; Troxler Electronic Laboratories Certified Radiation Safety Officer
Jason Gibbs, PE	3	1		✓	Shallow Deep	Sand, Clay, Silt, Rock	<b>License:</b> Illinois Professional Engineer   <b>Certifications:</b> Illinois DOT: Soils Field Testing and Inspection, Portland Cement Concrete Level I; Hot Mix Asphalt Level I
Trevor Meinholz, EIT	2	1		✓	Shallow Deep	Sand, Clay, Silt, Rock	<b>License:</b> Illinois Engineer in Training
Parker Gold	2	4		✓	Shallow Deep	Sand, Clay, Silt, Rock	<b>Certifications:</b> Illinois DOT S-33 Geotechnical Field Testing and Inspection; FLIR - Thermal/Infrared BSL1; GPR Basics Technician; Troxler -Nuclear Safety
Jake Sutton	4	3.5		✓	Shallow Deep	Sand, Clay, Silt, Rock	
Josh Forgue	17	11	✓	✓			<b>Certifications:</b> Confined Space Technician; Illinois DOT: Hot Mix Asphalt Level I; Mix Aggregate Technician, S-33 Field Testing and Inspection; ACI: Concrete Lab Technician, Aggregate Lab Technician, Masonry; Hazmat Certification; Sprat Certification
Larry Green	5	5	✓	✓			<b>Certifications:</b> ACI: Concrete Strength, Aggregate Laboratory Technician; Illinois DOT S-333 Soils

## B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

### SCOTT BIERBAUM

SENIOR VICE PRESIDENT, BRANCH MANAGER

#### CERTIFICATIONS

Troxler Certified Nuclear Density  
Gauge Operator  
Radiation Safety Officer  
10-Hour OSHA (Construction)  
American Concrete Institute Level I

#### SKILLS

Deep and Shallow Foundations  
Laboratory Testing

#### EDUCATION

Bachelor of Science, Civil  
Engineering, South Dakota State  
University, Brookings, SD

#### PROFESSIONAL PROFILE

Mr. Bierbaum is responsible for the overall operations of the ECS Midwest, LLC Greater Chicago area. He is responsible for managing numerous geotechnical, laboratory and construction observation projects. Mr. Bierbaum has 37 years of professional experience with geotechnical and construction observation projects, particularly, low rise and high rise buildings, large residential and commercial developments, shallow foundations, deep foundations and specialty field and laboratory testing. His responsibilities include office management and the supervision of field personnel in the laboratory as well as preparation of reports, proposals, and invoices for geotechnical exploration, consulting, recommendations, materials testing of soil, concrete, auger cast piles, caissons, pipe and H piles, steel, structural steel, fire proofing, inclinometers, and roofing systems.

#### PROJECT EXPERIENCE

- Public Building Commission of Chicago, Wendell Phillips Academy High School Annex, Chicago, IL
- Public Building Commission of Chicago, Decatur Elementary School Annex - Slab Settlement, Chicago, IL
- DuDOT, Roadway Improvement IL RT 83 and Plainfield Road, Willowbrook, IL
- DuPage Business Center, Phase II, Chicago, IL
- Chicago Midway International Airport, Passenger Security Checkpoint Expansion, Chicago, IL
- Chicago O'Hare International Airport, Terminal 5 Expansion, Chicago, IL
- The Mile Long Bridge, Casing Length, Willow Springs, IL
- Village of St. Anne, MFT Street Maintenance, St. Anne, IL
- Village of Onarga, North Evergreen Street Improvements, Onarga, IL
- Village of Wilmette, Various Roadway Improvements, Wilmette, IL
- Village of Tinley Park, Oak Park Avenue Resurfacing, Tinley Park, IL
- Village of Clarendon Hills, METRA Train Station, Clarendon Hills, IL
- Village of Glen Ellyn, QA Testing, Glen Ellyn, IL
- Village of Grant Park MFT 2018, Grant Park, IL
- Village of Justice, 87th Avenue Improvements, Justice, IL
- Village of Justice, Frontage Road Sidewalk Construction, Justice, IL
- Great Lakes National Cemetery, Geotechnical Engineering and Wetland Delineation, Holly, MI

## B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

### BRETT GITSKIN, PE

SENIOR PRINCIPAL ENGINEER, EXECUTIVE VICE PRESIDENT

#### REGISTRATIONS

Professional Engineer: IL, AZ, FL, IA, IN, KS, KY, MA, MI, MN, MO, NE, OH, TX, WI

#### CERTIFICATIONS

OSHA 29 CRF 1910.120 40-Hour Hazardous Waste Training  
OSHA 29 CRF 190.120 8-Hour Supervisor Training

#### SKILLS

Drilled Shaft Design and Construction  
Pavement Design, Construction and Forensic Evaluation  
Shallow, Intermediate and Deep Foundation Design and Construction  
Pressuremeter Testing and Analysis  
Oversight of Construction Materials  
Ground Improvement and Stabilization

#### EDUCATION

Master of Science, Northwestern University, Evanston, IL  
Bachelor of Science, Civil Engineering, Northwestern University, Evanston, IL

#### PROFESSIONAL PROFILE

Mr. Gitskin, PE (previously served as President of ECS Midwest, LLC) serves as a Chief Engineer for Midwest geotechnical projects. Mr. Gitskin has extensive experience in geotechnical explorations and analyses for projects involving low, mid, and high rise structures, deep and shallow foundation systems, ground improvement, underground construction, earth retention and site development. In addition, Mr. Gitskin also has wide-ranging experience in construction materials testing and environmental engineering. Mr. Gitskin performs failure analysis and forensic engineering investigations along with expert witness services.

#### PROJECT EXPERIENCE

- John C. Kluczynski Federal Building, Chicago, IL
- La Follette Robert Park, Chicago, IL
- Chicago Park District-Athletic Fields Improvements, Chicago, IL
- Lincoln Park Zoo Polar Bear/Penguin Exhibit, Chicago, IL
- Everett Dirksen United States Courthouse, Renovations and Testing, Chicago, IL
- Garfield James A. Park, Chicago, IL
- Cornell Paul Square Park, Chicago, IL
- Chicago Police Department, 7th District Station, Chicago, IL
- Great Lakes Naval Base - Fire Station, Construction Materials Testing, Great Lakes, IL
- City of Justice, 79th Street Frontage Road, Justice, IL
- Lake Villa Fire Station, Lake Villa, IL
- Village of Palatine Police Headquarters, Demolition, Palatine, IL
- United States Postal Service Unalaska, Dutch Harbor Station, Unalaska, AK
- Wilmette Fire Station, Roof Repair Observations, Wilmette, IL
- Harlem-Roscoe Fire Protection District Station #1, Additions, Roscoe, IL
- Antioch School District 34-W.C, Petty Elementary School, Antioch, IL
- University of Chicago, Gerald Ratner Athletic Center, Chicago, IL
- Chicago O'Hare International Airport, International Terminal Expansion, Chicago, IL
- Old Town Park Towers, 20 to 40-Story High Rise, Chicago, IL

# B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## BRETT GITSKIN, PE

SENIOR PRINCIPAL ENGINEER, EXECUTIVE VICE PRESIDENT

7/3/23, 12:57 PM

Print Lookup Details



Illinois Department of Financial and Professional Regulation

### Lookup Detail View

#### Contact

##### Contact Information

Name	City/State/Zip	DBA / AKA
BRETT GITSKIN	PEORIA, AZ 85383	

#### License

##### License Information

License Number	Description	Status	First Effective Date	Effective Date	Ever Disciplined
061019420	ENROLLED PROFESSIONAL ENGINEER INTERN	ACTIVE	09/06/1984	09/06/1984	N

#### Other Licenses

##### Other Licenses

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062045078	LICENSED PROFESSIONAL ENGINEER	ACTIVE	07/27/1989	01/27/2022	11/30/2023	N

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<https://online.dfr.micropact.com/lookup/printLicenseDetails.aspx?cred=1038042&contact=943407>

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## B. QUALIFICATION OF FIRMS

### iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## CHRIS LOPEZ, PE

SUBSIDIARY PRESIDENT

### REGISTRATIONS

Professional Engineer: OH, WI, IL, IN, MI, KY, MO, KS, MN, NE, OR, NC, IA

### CERTIFICATIONS

ODOT Construction Inspection –  
Construction Engineer  
Level 1 and Level 2  
Face Floor Flatness  
Shallow Foundations  
Radiation Safety Training and  
Safety Officer

### SKILLS

Foundation Systems  
Subgrade Conditions  
Structural Concrete and  
Structural Steel  
Fireproofing and Fire Stopping  
Asphalt Concrete  
Structural Condition Assessments  
QA/QC  
Special Inspections

### EDUCATION

Bachelor of Science, Civil  
Engineering, Emphasis  
on Structural Design and  
Construction Management,  
University of Cincinnati,  
Cincinnati, OH

### PROFESSIONAL PROFILE

As Subsidiary President, Mr. Lopez will develop strategic project goals and monitor project performance. He is an experienced Engineering Executive with a demonstrated history of profitably growing a multidiscipline engineering and consulting service business within the Architectural, Engineering and Construction industries.

Throughout Mr. Lopez's career, he has had overall responsibility for financial performance, growth, sales, technical quality, and business strategy. He has executive project management experience within the transportation, land development, high-rise, education, healthcare, and stadium/arena sector.

### PROJECT EXPERIENCE

- Whiskey Island, Port Authority, Cleveland, OH
- Macedonia 2020 Road Program, Macedonia, OH
- Avalon and Strathavon Road Waterline Replacement, Shaker Heights, OH
- Mill Street Statue Repair, Akron, OH
- Akron-Canton Airport, Gate Replacement, Canton, OH
- Federal Reserve Bank of Cleveland, Cleveland, OH
- I-69 Segment 5, Bloomington, IN
- Cleveland Inner Belt Bridge, IQF Team, Cleveland, OH
- Greater Cleveland Regional Transit Authority, Various Bus and Train Stations, Garages and Headquarters, Cleveland, OH
- Ohio Turnpike and Infrastructure Commission: Third Lane Program, Base Replacement Program, Resurfacing Programs, OH
- Northeast Ohio Regional Sewer District: Various Deep Interceptor and Treatment Plant Projects
- Cleveland Clinic Lerner Research Institute, Cole Eye Institute, Parking Garages, Fairview Hospital, Lakewood Hospital, Cleveland, OH
- Cleveland Convention Center and Medical Mart, Cleveland, OH
- Cleveland Browns Stadium, Cleveland, OH
- Progressive Field and Underground Service Area, Cleveland, OH
- Milwaukee Bucks Arena, Milwaukee, WI

# B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## CHRIS LOPEZ, PE

SUBSIDIARY PRESIDENT

7/3/23, 12:59 PM

Print Lookup Details



Illinois Department of Financial and Professional Regulation

### Lookup Detail View

#### Contact

##### Contact Information

Name	City/State/Zip	DBA / AKA
Chris Edward Lopez	Avon, OH 44011	

#### License

##### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062072434	LICENSED PROFESSIONAL ENGINEER	ACTIVE	07/20/2020	11/23/2021	11/30/2023	N

Generated on: 7/3/2023 11:59:53 AM

<https://online.dfr.micropact.com/lookup/PrintLicenseDetails.aspx?creh=4001604&contact=4379927>

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CHRIS E LOPEZ  
4253 ST FRANCIS CT  
AVON, OH 44011



Andrew J. Ginther, Mayor



111 N. Front Street, Columbus, OH 43215 | (614) 645-7433 | 825licensing@columbus.gov



## B. QUALIFICATION OF FIRMS

### iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## JAY NAIK, PE

DEPARTMENT MANAGER, CONSTRUCTION SERVICES

### REGISTRATIONS

Professional Engineer: IL

### CERTIFICATIONS

Level 1 Bonded PT - Field  
Installation

ACI Adhesive Anchor Installation  
Inspector

### SKILLS

Materials Testing

Asphalt Coring

Pavement Design

### EDUCATION

Bachelor of Science, Civil  
Engineering, University of North  
Carolina, Charlotte, NC

### PROFESSIONAL PROFILE

Mr. Naik is the Department Manager for ECS Midwest's Construction Services Department. Mr. Naik has been with ECS for 14 years and his responsibilities includes the review of field reports, monitoring of job progress, performance, budgetary conditions, technical oversight, client development and maintenance, financial performance, and quality control. Mr. Naik also has knowledge in construction materials including asphalt, concrete and aggregate, cut and fill operations, soil compaction, soils classification, pavement design, stabilization of sub-grades, shallow and deep foundation and various geotechnical services.

### PROJECT EXPERIENCE

- Chicago O'Hare International Airport Terminal 5 Expansion, Chicago, IL
- Chicago O'Hare International Airport, United Airlines North Airfield Hangar, Chicago, IL
- Chicago Midway International Airport, Passenger Security Checkpoint Expansion, Chicago, IL
- USACE Chicago Lock Chamber, Concrete Core, Chicago, IL
- Chicago Public School District, South Shore Fine Arts Academy, Chicago, IL
- Chicago Public School District, Everett Elementary School, Chicago, IL
- Veterans Affairs Lovell New Parking Garage, North Chicago, IL
- Village of Wilmette, Alley Program, Wilmette, IL
- Village of Wilmette, Glenview Road Bridge, Wilmette, IL
- Village of Glen Ellyn, Material Testing Services, Glen Ellyn, IL
- Warren-Newport Public Library, Gurnee, IL
- Welsh-Ryan Arena Renovation, Evanston, IL
- Chicago Tracon, Security Updates, Chicago, IL
- Glendale Heights, Sidewalk Removal and Renovations, Glendale Heights, IL
- Omega Yeast Labs, Chicago, IL
- Lakeshore Recycling, Forest View, IL
- Morgan and Loyola Station, Chicago, IL
- Niles Township Paving, Niles, IL
- Wheeling Town Center, Wheeling, IL

## B. QUALIFICATION OF FIRMS

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### JAY NAIK, PE

DEPARTMENT MANAGER, CONSTRUCTION SERVICES



Illinois Department of Financial and  
Professional Regulation

#### Lookup Detail View

##### Contact

###### Contact Information

Name	City/State/Zip	DBA / AKA
JIGAR NAIK	INDIAN CREEK, IL 60061	

##### License

###### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062065502	LICENSED PROFESSIONAL ENGINEER	ACTIVE	05/30/2013	02/26/2022	11/30/2023	N

Generated on: 7/3/2023 11:54:38 AM



## B. QUALIFICATION OF FIRMS

### iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## MARK CARLSON, PE, RPG, D.GE, MSCE, MSMNGE, F. ASCE

SENIOR PRINCIPAL/CHIEF ENGINEER

### REGISTRATIONS

Professional Engineer: IL, OH, WI, FL,  
IN, MI, LA, WV, PA, KY  
Professional Geologist: KY

### CERTIFICATIONS

SPRAT Level I  
Suspended Scaffolding User/  
Erector (Cook County)  
OSHA 30 Hour Construction Safety  
OSHA- Confined Space Entry  
AOC 1.0 – Pipeline Safety

### SKILLS

Global Stability Analysis Slope  
Stability Analysis  
Rock Mechanics and Tunneling  
Blast Design and Effects  
Strata Control/ Mining Engineering  
Retaining Structure Design  
Dam and Embankment Design  
Deep Foundations  
Oil/ Nat Gas/ Pipeline Expertise  
Soil Mechanics and Design

### EDUCATION

Master of Science, Civil  
Engineering, Geotechnical  
Engineering, University of Illinois-  
Urbana-Champaign, Champaign, IL  
Master of Science, Mining  
Engineering (Geomechanics),  
Pennsylvania State University,  
State College, PA  
Bachelor of Science, Mining/  
Civil Engineering, University of  
Wisconsin at Madison,  
Madison, WI

### PROFESSIONAL PROFILE

Mark Carlson, PE, RPG is a Senior Principal and Chief Engineer of the Special Projects Group for ECS Midwest. Mr. Carlson, PR, RPG has worked in the geotechnical and mining engineering consulting industry for 37 years. More recently, he served as Vice President at a leading heavy civil infrastructure construction company in the US focusing on oil, gas and pipeline projects in the eastern half of the US. Prior to working in the heavy construction industry, Mr. Carlson was Senior Vice President and Chief Engineer of one of the largest geotechnical engineering consulting firms where he led their Oil/Gas/Pipeline/Mining program through their National Sales Group.

### PROJECT EXPERIENCE

- Great Lakes Naval Facility - Building 616 Retaining Wall Project, North Chicago, IL
- Chicago O'Hare International Airport Maintenance Building Expansion, Chicago, IL
- 832 West Fulton Development, Chicago, IL
- Strata Control/Pillar Design, Several Underground Mines, Multiple Locations, IL
- Rio Grande River Levee Emergency Improvements Project, Various Locations, TX/ Mexico Border
- Worldwide Global Hawk Targeting Arrays
- Camp Butler National Cemetery, Springfield, IL
- Homer Township Public Library Expansion, Homer Glen, IL
- IL State Police, Chicago Forensic Lab, Chicago, IL
- Village of Donovan, Water System Improvements, Donovan, IL
- Duke Realty Fall Protection, Nationwide Portfolio
- Enbridge Line 78 Project, IL and IN
- 311 North Morgan Development, Chicago, IL
- 16th Street Bridge Fall Creek, Underpinning, Indianapolis, IN
- Marathon Oil, Distillate Desulfurization, Robinson, IL
- 1411 South Michigan Avenue, Chicago, IL
- Nellie Black Project, Chicago, IL
- Whole Foods, Chicago, IL

Public Building Commission of Chicago  
PS3082 Geotechnical Investigation and Reporting Services  
page | 70

# B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## MARK CARLSON, PE, RPG, D.GE, MSCE, MSMNGE, F. ASCE SENIOR PRINCIPAL/CHIEF ENGINEER

7/11/23, 12:34 PM

Print Lookup Details



Illinois Department of Financial and Professional Regulation

### Lookup Detail View

#### Contact

##### Contact Information

Name	City/State/Zip	DBA / AKA
MARK J CARLSON	SPRINGBORO, OH 45066	

#### License

##### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062046400	LICENSED PROFESSIONAL ENGINEER	ACTIVE	01/16/1991	02/15/2022	11/30/2023	N

#### Other Licenses

##### Other Licenses

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
061022282	ENROLLED PROFESSIONAL ENGINEER INTERN	ACTIVE	10/07/1989	10/07/1989	01/01/2999	N

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## B. QUALIFICATION OF FIRMS

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### AMANEH KENARSARI, PHD, PE

GEOTECHNICAL ASSOCIATE PRINCIPAL

#### REGISTRATIONS

Professional Engineer: MI, IN,  
IA, MO

#### SKILLS

Deep Foundation Design  
Slope Stability Analysis  
Geotechnical Reports  
Project Management  
Earth Retention Systems  
Data Collection and Analysis  
Field Investigations

#### EDUCATION

Doctor of Philosophy, Civil  
Engineering, Michigan Technological  
University, Houghton, MI  
Master of Science, Civil Engineering  
focus Geotechnical Engineering  
Michigan Technological University,  
Houghton, MI

#### PROFESSIONAL PROFILE

Ms. Kenarsari is a Geotechnical Associate Principal Engineer at ECS Midwest. She is skilled in soil and civil engineering materials testing, deep foundation design, slope stability analysis, and retaining wall design.

#### PROJECT EXPERIENCE

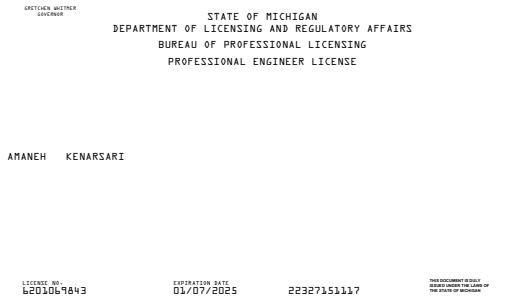
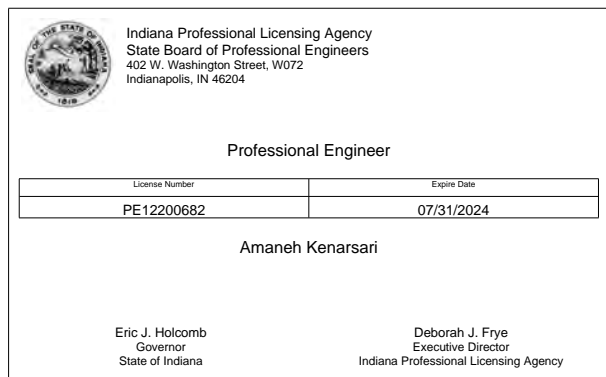
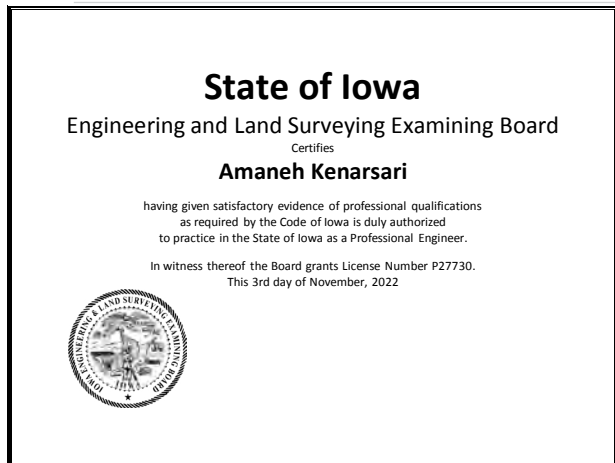
- Public Building Commission of Chicago, Decatur Elementary School Annex, Chicago, IL
- Public Building Commission of Chicago, Waters Elementary School Annex, Chicago, IL
- Chicago O'Hare International Airport, Terminal 5 Expansion OUC Item - Slope Stability Analysis, Chicago, IL
- Chicago Department of Water Management, TOR #20-03, Chicago, IL
- 25th Avenue Widening Project, Melrose Park, IL
- Warren Township Improvements, Gurnee, IL
- LaGrange Highlands Sanitary District, LaGrange, IL
- New Fire Station, Wheeling, IL
- Town of Winamac Solar Site (IMPA), Winamac, IN
- DuPage County Business Park, Screw Anchor Evaluation, West Chicago, IL
- Northwestern Medicine Advanced Outpatient Care Center, Geotechnical Study, Chicago, IL
- Gardner School, Basement Excavation Sheetpile Wall Design and Slope Stability Analysis, Chicago, IL
- 2101 South Michigan avenue Forensic Exploration, Micropile Design, Chicago, IL
- Abbvie P12 Slope Repair Consulting, North Chicago, IL
- Boeing Plant Expansion, VSC and Uplift Anchor Designs, Mascoutah, IL
- Jeff Place, Temporary Sheet Pile Wall and Slope Stability Analyses, Chicago, IL
- Union Avenue Apartments, Orland Park, IL
- Sherwin Williams, Former Chicago Specialties Site, Chicago, IL
- Midamerica Terminal Expansion Excavation, Soil Nail Wall and Underpinning Design, Mascoutah, IL
- Keystone Senior Living VSC Design, Glen Carbon, IL
- Passavant Area Hospital VSC Design, Janesvilles, IL

# B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## AMANEH KENARSARI, PHD, PE

GEOTECHNICAL ASSOCIATE PRINCIPAL



AMANEH KENARSARI  
100 BURLINGTON CIRCLE  
APT 207  
WHEELING IL 60090  
USA



## B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

### DARIN MACIOLEK, PE

DEPARTMENT MANAGER, GEOTECHNICAL SERVICES: PRINCIPAL ENGINEER

#### REGISTRATIONS

Professional Engineer: FL, GA, ID, IL, IN, KY, MI, MT, NC, OH, SC, VA, WI

#### PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers  
ASCE Geo-Institute  
GeoProfessional Business Association  
Order of the Engineer

#### CERTIFICATIONS

OSHA 40-Hour Hazardous Waste  
CPN Nuclear Density Gauge Certification  
U.S. Department of Labor MSHA  
Surface Mining Training

#### SKILLS

Foundations  
Retaining Walls  
Slope Stability  
Pavements  
Seepage Analysis  
Ground Improvement  
Forensic Investigations  
Value Engineering  
Risk Assessments  
Karst

#### EDUCATION

Master of Engineering,  
Geotechnical Emphasis, The  
University of Idaho, Moscow, ID  
Bachelor of Science, Civil  
Engineering, University of  
Wisconsin, Platteville, WI

#### PROFESSIONAL PROFILE

Mr. Maciolek is a Geotechnical Department Manager and a Principal Engineer with ECS Midwest, LLC. He possesses 30 years of geotechnical and construction related engineering and consulting experience. Mr. Maciolek's responsibilities include managing geotechnical engineering projects, proposal preparation and review, financial performance, maintaining client relationships, performing a variety of field and laboratory testing services, preparing and reviewing reports, and technical review and consultation. He has worked on more than 3,000 projects throughout the U.S.

#### PROJECT EXPERIENCE

- Lakeview Pumping Station, Chicago, IL
- West Grand Flagpole Study, Chicago, IL
- Chicago O'Hare International Airport Terminal Expansion - OUC, Chicago, IL
- Chicago Midway International Airport, TSA Checkpoint Expansion, Micropile Removal, Chicago, IL
- Department of Water Management TOR #20-3 PN7155 Additional Geotechnical Consulting, Chicago, IL
- Chicago Department of Water Management TOR #18-2 Pavement Coring, Chicago, IL
- United States Postal Service, Rehabilitation, Schaumburg, IL
- Salt Creek Levee Directional Borehole Remediation, Elmhurst, IL
- Village of Wilmette, Sewer Improvements - Phase 1, 2 and 3, Wilmette, IL
- Village of Wilmette, Geotechnical Services, Wilmette, IL
- Arlington Heights Road Boring, Arlington Heights, IL
- Norfolk Southern 47th Street Yard Power Shop, Chicago, IL
- West Bellwood Parkway Bioretention Areas, Bellwood, IL
- Hibbard Park Monitoring Wells and Slope Stability, Wilmette, IL
- Dee Park Sports Lighting, Des Plaines, IL
- Union Pacific Proviso Yard Staircase Addition, Northlake, IL
- North Park Village Apartments, Infiltration Testing, Chicago, IL
- Jefferson Walk Condominium Association, Des Plaines, IL
- Irene McCoy Gaines Apartments Renovations, Chicago, IL

# B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## DARIN MACIOLEK, PE

DEPARTMENT MANAGER, GEOTECHNICAL SERVICES: PRINCIPAL ENGINEER

7/11/23, 12:37 PM

Print Lookup Details



Illinois Department of Financial and Professional Regulation

### Lookup Detail View

#### Contact

##### Contact Information

Name	City/State/Zip	DBA / AKA
DARIN MARTIN MACIOLEK	Jackson, WI 53037	

#### License

##### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062070070	LICENSED PROFESSIONAL ENGINEER	ACTIVE	11/17/2017	11/18/2021	11/30/2023	N

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<https://online.dfr.micropact.com/lookup/print/license/details.aspx?record=3726756&contact=4127944>

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## B. QUALIFICATION OF FIRMS

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### BERNARDO MARTINEZ TARIN, MSCE, PE

GEOTECHNICAL SENIOR PROJECT MANAGER

#### REGISTRATIONS

Professional Engineer: IL, IA,  
IN, MI, ND

#### SKILLS

Geotechnical Field Studies  
In-Situ Pressuremeter Testing and  
Analyses  
Refraction Microtremor and  
Infiltration Testing  
Soils and Materials Specification

#### EDUCATION

Master of Science, Civil Engineering  
Illinois Institute of Technology,  
Chicago, IL  
Master of Science  
Industrial Engineering  
Universidad Politecnica de Valencia,  
Valencia, Spain

#### PROFESSIONAL PROFILE

Mr. Martinez-Tarin is a Senior Project Manager providing support for the ECS Midwest, LLC Geotechnical Services Department. His responsibilities include project scheduling, proposal writing, report preparation and client development. Mr. Martinez-Tarin performs foundation design testing including slope stability analysis, squeeze analysis, settlement and bearing calculations, in-situ pressuremeter testing, ReMi Testing, and Infiltration Testing. He also performs preliminary soil identification to determine soil and rock strength parameters for the purpose of new construction, rehabilitation projects, and forensic studies.

#### PROJECT EXPERIENCE

- Public Building Commission of Chicago, Decatur Elementary School Annex, Chicago, IL
- Public Building Commission of Chicago, Rogers School, Chicago, IL
- Public Building Commission of Chicago, Waters Elementary School Annex, Chicago, IL
- Chicago O'Hare International Airport, Terminal Five Expansion, ATMI Soils Evaluation Northeast Cargo Facility, Chicago, IL
- Chicago Midway International Airport - TSA Checkpoint Expansion, Chicago, IL
- Chicago Department of Water Management, TOR #19-07, Chicago, IL
- South Chicago Learning Center West Sidewalk Evaluation, Chicago, IL
- DuPage County Annex Building, ReMi Testing, Wheaton, IL
- IL Tollway M11 Maintenance Facility, DeKalb, IL
- Norfolk Southern 47th Street, Silo Pit Boring and Pile Review, Chicago, IL
- Zenith Terminals Toledo, Railroad and Platform, Toledo, OH
- Amtrak Rail Yard Jacking Pads, Chicago, IL
- Ed Miniat South Side Rail Yard, Chicago, IL
- Archer Avenue Retaining Wall, Bedford Park, IL
- Cincinnati CDC NIOSH Research Facility, Cincinnati, OH
- Village of Wilmette, Sewer Improvements, Pavement Street Renovations, Wilmette, IL
- Harper Court Phase II, Chicago, IL

# B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## BERNARDO MARTINEZ TARIN, MSCE, PE

GEOTECHNICAL SENIOR PROJECT MANAGER

7/11/23, 12:39 PM

Print Lookup Details



Illinois Department of Financial and Professional Regulation

### Lookup Detail View

#### Contact

Contact Information

Name	City/State/Zip	DBA / AKA
BERNARDO MARTINEZ TARIN	Wheeling, IL 60090	

#### License

License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062073624	LICENSED PROFESSIONAL ENGINEER	ACTIVE	11/16/2021	11/16/2021	11/30/2023	N

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## B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

### WILSON SMITH, PE

SENIOR PROJECT MANAGER, GEOTECHNICAL SERVICES

#### REGISTRATIONS

Professional Engineer: IL, KS, MO

#### CERTIFICATIONS

OSHA 10-Hour Training  
Certification

#### SKILLS

Geotechnical Foundation Design  
Geotechnical Studies: Slope/W

#### EDUCATION

Master of Science, Civil Engineering,  
Kansas State University,  
Manhattan, KS  
  
Bachelor of Science, Civil  
Engineering, Kansas State University,  
Manhattan, KS

#### PROFESSIONAL PROFILE

As a Senior Geotechnical Project Manager, Mr. Smith's daily work involvement includes project management, proposal and bid coordination, managing geotechnical field operations, report preparation and client development. He has managed field operations on a variety of projects including pump stations, bridges, airports, railroad sidings, parking areas and stormwater green infrastructure. Mr. Smith has experience in soil analysis, logging soil and rock borings on site, classifying rock formations, bearing elevations and inspections of drilled shafts.

#### PROJECT EXPERIENCE

- Public Building Commission of Chicago, Decatur Elementary School Annex, Chicago, IL
- West Pullman Borings, Chicago, IL
- Chicago Department of Water Management, TOR #18-2 Pavement Coring, Chicago, IL
- Stockyard Bank Building Groundwater Evaluation, Chicago, IL
- Neighborhood of Wrigleyville Rooftop Renovation, Chicago, IL
- Village of Donovan, Water System Improvements, Donovan, IL
- Chicago Heights, Veterans Housing, Chicago Heights, IL
- Village of Onarga North Evergreen Street Improvements, Onarga, IL
- North Street Bourbonnais Township Storm Sewer Line, Bradley, IL
- Interstate 44 MoDOT Bridge, Springfield, MO
- Springs of Oswego Development, Oswego, IL
- Access West Cook, Maywood, IL
- Westside Wastewater Treatment Plant, Kansas City, MO
- Duke Warehouse, Glendale Heights, IL
- Vernon Hills High School Additions, Vernon Hills, IL
- Three Floyds Warehouse, Munster, IN
- Uptown Theater Structural Investigation, Chicago, IL
- Morris Hospital Expansion, Morris, IL
- Gordon Warehouse, Manteno, IL
- Airport Logistics Center, Romeoville, IL

# B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## WILSON SMITH, PE

SENIOR PROJECT MANAGER, GEOTECHNICAL SERVICES

7/11/23, 12:41 PM

Print Lookup Details



Illinois Department of Financial and Professional Regulation

### Lookup Detail View

#### Contact

##### Contact Information

Name	City/State/Zip	DBA / AKA
WILSON ANTHONY SMITH	Chicago, IL 60626	

#### License

##### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062070444	LICENSED PROFESSIONAL ENGINEER	ACTIVE	05/07/2018	01/26/2022	11/30/2023	N

Generated on: 7/11/2023 11:41:12 AM

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1/1

## B. QUALIFICATION OF FIRMS

### iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## DANILO GUEVARRA

GEOTECHNICAL PROJECT MANAGER

### REGISTRATIONS

Professional Engineer: Philippines

### CERTIFICATIONS

OSHA 29 CFR 1910.120 40-Hour  
Hazardous Waste Training

OSHA 29 CFR 1910.120 8-Hour  
Refresher Course

Troxler Electronic Laboratories  
Certified Nuclear Density Gauge  
Operator

Troxler Electronic Laboratories  
Certified Radiation Safety Officer

### SKILLS

Geotechnical Exploration and  
Forensic Evaluation

Foundation and Slab Settlement  
Pavement Settlement

Re-Utilizing Existing Foundations

Soil and Materials Specifications

Shallow and Deep Foundation  
System Design

### EDUCATION

Bachelor of Science, Civil  
Engineering, Mapua Institute of  
Technology, Manila, Philippines

### PROFESSIONAL PROFILE

Mr. Guevarra is a Project Manager at ECS Midwest, LLC. He possesses over 25 years of geotechnical and construction-related engineering experience. Mr. Guevarra's responsibilities include client contact to identify project requirements, project preparation, engineering analysis, recommendations and execution of final reports for geotechnical projects. He has performed geotechnical exploration, analyses, and evaluation for various project types and soil conditions for high rise, mid rise, and low rise structures, building renovations, schools, hospitals, bridges, sewers, and telecommunication towers.

### PROJECT EXPERIENCE

- Public Building Commission of Chicago, Belmont-Cragin Area Elementary School, Chicago, IL
- Public Building Commission of Chicago, Decatur Elementary School Annex, Chicago, IL
- Chicago Park District-Athletic Fields Improvements, Chicago, IL
- Chicago Department of Water Management, 7th District Station, Chicago, IL
- Chicago Police Department, 7th District Station, Phase I Structural Steel, Chicago, IL
- Chicago Department of Water Management, TOR #20-03, Chicago, IL
- Howard Brown Health Center, Chicago, IL
- Chicago Public School, Madero Middle School Parking Lots, Chicago, IL
- West Randolph High Rise, Chicago, IL
- Cermak and Wabash Residential and Hotel Development in Chicago, IL
- Chicago O'Hare International Airport, Terminal 5 Expansion OUC Item - Slope Stability Analysis, Chicago, IL
- Village Park of Palatine Apartment Complex, Palatine, IL
- Various City of Chicago Department of Wastewater Management TOR Projects, Chicago, IL
- Abbvie Wind Turbine, North Chicago, IL
- Northwestern University Lakeside Athletic Facility, Evanston, IL
- Northwestern University 560 Lincoln Student Residence Hall, Evanston, IL
- Various Village of Wilmette Roadway Projects, Wilmette, IL

## B. QUALIFICATION OF FIRMS

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## JASON GIBBS, PE

GEOTECHNICAL SENIOR PROJECT MANAGER

### REGISTRATIONS

Professional Engineer: IL

### CERTIFICATIONS

IDOT Certification: Soils Field Testing and Inspection, Portland Cement Concrete Level I, Hot Mix Asphalt Level I

### EDUCATION

Bachelor of Science, Civil Engineering, University of Wisconsin-Madison, Madison, WI

### PROFESSIONAL PROFILE

Mr. Gibbs has experience managing and executing a wide variety of subsurface exploration programs. These projects involved both in-situ and laboratory testing of soil and rock for the design and construction of new facilities and additions to existing structures. He has performed analyses for deep and shallow foundations (settlements and bearing capacity), pavements (section thicknesses), retaining wall design (lateral pressures), slope stability, and site seismic classification.

### PROJECT EXPERIENCE

- Tipton 2 Solar Site (IMPA), Tipton, IN
- Veedersburg Solar Site (IMPA), Veedersburg, IN
- Winamac Solar Site (IMPA), Winamac, IN
- IBEW-NECA Technical Institute Building Addition, Alsip, IL
- US Foods Expansion, Aurora, IL
- Wittenstein Building Expansion, Bartlett, IL
- Five-Story Mixed-Use Development, Chicago, IL
- Michigan City Development, Michigan City, IN
- Normandy Hills Condos, Northbrook, IL
- Proposed Dunkin Donuts, Kankakee, IL
- Proposed McDonald's Restaurant, Woodridge, IL
- Proposed Warehouse Development, Hays, KS
- RPCS Illinois Six Solar Sites, Campbell, Grant Park, IL
- Wild Fork Foods, Orland Park, IL
- Clearsky Rehab Hospital, Michigan City, IN
- Love's Travel Stop Expansion, Mooresville, IN
- Target Pavement Improvements, Broadview, Yorkville and Peoria, IL
- Plainfield Public Library Renovation and Expansion, Plainfield, IL
- GRNE Solar, Woodstock Solar Farm, Woodstock, IL
- Love's Travel Stop Expansion, Mooresville, IN

# B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## JASON GIBBS, PE

GEOTECHNICAL SENIOR PROJECT MANAGER

7/11/23, 12:54 PM

Print Lookup Details



Illinois Department of Financial and Professional Regulation

### Lookup Detail View

#### Contact

##### Contact Information

Name	City/State/Zip	DBA / AKA
JASON L GIBBS	CHICAGO, IL 60647	

#### License

##### License Information

License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	Ever Disciplined
062074162	LICENSED PROFESSIONAL ENGINEER	ACTIVE	06/09/2022	06/09/2022	11/30/2023	N

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## B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

### TREVOR MEINHOLZ, EIT

GEOTECHNICAL STAFF PROJECT MANAGER

#### REGISTRATIONS

Engineer in Training: IL

#### SKILLS

Foundation Design  
Soil Mechanics and Classification  
Laboratory Soil Testing  
Site Investigation  
Ground Improvement

#### EDUCATION

Master of Engineering, Geotechnical  
Engineering, Iowa State University,  
Ames, IA

Bachelor of Science, Civil  
Engineering, Iowa State University,  
Ames, IA

#### PROFESSIONAL PROFILE

Mr. Meinholz serves as a Geotechnical Project Manager for ECS Midwest in the Chicago, IL office. His responsibilities include managing geotechnical field operations such as scheduling subcontractors and coordinating operations, managing construction observations and materials testing during land development and building construction phases to ensure that they are in compliance with project drawings, specifications, and local regulations. He has experience coordinating field personnel and adapting fieldwork to adverse conditions.

#### PROJECT EXPERIENCE

- Village of Beecher, Proposed Police Facility, Beecher, IL
- New Fire Station, Wheeling, IL
- Garfield Park Hospital Addition, Chicago, IL
- Chicago Public School District, Kennedy High School Driver's Ed Lot Improvements, Chicago, IL
- Chicago Heights School District 302, Athletic Field Improvement, St Anne, IL
- Chicago Heights School District 230, Baseball and Softball Fields Improvements, Tinley Park, IL
- Martha Ruggles Elementary School Improvements, Chicago, IL
- Park Manor Elementary School Improvements, Chicago, IL
- Andrew Carnegie Elementary School Improvements, Chicago, IL
- 3154 S California Site Upgrades, Chicago, IL
- 43rd Street 2021-119 - Screw Anchor Evaluation, Chicago, IL
- 4400 S Racine Pavement Evaluation, Chicago, IL
- Proposed Chestnut Development, Chicago, IL
- Smithfield Foods Building Addition, Peru, IN
- OMG Roofing Pavement Evaluation, Addison, IL
- Proposed 2-Story Building, Barrington, IL
- Elgin Production Facility Building Addition, Elgin, IL
- Artico Cold Slab Settlement Evaluation and Renovation, Chicago, IL
- The Boulevard Place, Proposed Entrance Signs, Plainfield, IL
- Caliber Collision Urbana, IL, Urbana, IL
- Valvoline Instant Oil Change, Elkhart, IN

# B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

## TREVOR MEINHOLZ, EIT

GEOTECHNICAL STAFF PROJECT MANAGER

7/11/23, 1:19 PM

Print Lookup Details



Illinois Department of Financial and Professional Regulation

### Lookup Detail View

#### Contact

##### Contact Information

Name	City/State/Zip	DBA / AKA
TREVOR J MEINHOLZ	BUFFALO GROVE, IL 60089	

#### License

##### License Information

License Number	Description	Status	First Effective Date	Effective Date	Ever Disciplined
061041358	ENROLLED PROFESSIONAL ENGINEER INTERN	ACTIVE	07/12/2021	07/12/2021	N

Generated on: 7/11/2023 12:19:02 PM

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## B. QUALIFICATION OF FIRMS

iv. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

### PARKER GOLD

GEOTECHNICAL STAFF PROJECT MANAGER

#### CERTIFICATIONS

IDOT S-33 Geotechnical Field Testing  
and Inspection  
FLIR - Thermal/Infrared BSL1  
GPR Basics Technician  
Troxler - Nuclear Safety

#### EDUCATION

Bachelor of Science, Geological  
Science, Illinois State University,  
Normal, IL

#### PROFESSIONAL PROFILE

As a Geotechnical Staff Project Manager for ECS Midwest, Mr. Gold is responsible for the management geotechnical explorations which consist of performing boring layouts, clearing utilities and supervising drilling operations. He performs geophysical surveys, classifies soils, assigns laboratory testing and prepares geotechnical reports.

#### PROJECT EXPERIENCE

- Public Building Commission of Chicago, Belmont-Cragin Area Elementary School, Chicago, IL
- Chicago Public School District, Pullman Elementary School Improvements, Chicago, IL
- Great Lakes Academy Expansion, Chicago, IL
- American Axel and Manufacturing Building Addition, Chicago, IL
- OSI Food Plant Buildout and Renovation, Chicago, IL
- Chicago Department of Water Management, TOR #20-03, Chicago, IL
- Chicago O'Hare International Airport, International Terminal Expansion, Chicago, IL
- United States Postal Service, Addison Stormwater System, Addison, IL
- 3M DeKalb Distribution Center, DeKalb, IL
- Des Plaines Building Addition, Abbott Laboratories, Des Plaines, IL
- Agilyx Site Thermal Resistivity Testing, Channahon, IL
- Aqua Illinois 36 Inch Transmission Line, Kankakee, IL
- Carol Stream Industrial Lot, Easy Street West Lot, Carol Stream, IL
- Cozzi Recycling Foundation Underpinning, Bellwood, IL
- Lake in the Hills Solar Site, Lake in the Hills, IL
- Medline Grayslake, Grayslake, IL
- New Aztec Solar Projects, University Park, IL
- Oneida Utility Scale, Oneida, IL
- Water Tank Foundation, Oswego, IL
- Motorola New High Rise Development, Phase I, Schaumburg, IL
- Kline Wetland Levee Restoration, Culver, IN
- Galva Water Treatment Plant, Galva, IL



## B. QUALIFICATION OF FIRMS

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### JAKE SUTTON

GEOTECHNICAL STAFF ASSISTANT

#### CERTIFICATIONS

Troxler - Nuclear Safety

#### PROFESSIONAL PROFILE

As a Geotechnical Staff Assistant, Mr. Sutton assists with the management of geotechnical operations such as performing boring layouts, clearing utilities and supervising drilling operations. He performs geophysical surveys, classifies soils, assigns laboratory testing and prepares geotechnical reports.

#### PROJECT EXPERIENCE

- 1415 North Sedgwick Mixed Use, ReMi Test, Chicago, IL
- Howard Brown Health Center, Chicago, IL
- Montrose Behavioral Health, Adult Facility, Chicago, IL
- Chicago Forensic Lab, IL State Police, Chicago, IL
- Lake County Cedar Lake Road Culvert Replacement, Lake Villa, IL
- Village of Wheeling, New Fire Station, Wheeling, IL
- Village of Wilmette, 2020 CIP Geotechnical Services, Wilmette, IL
- Solar Project, Belleville, IL
- Village of Justice, Multiple Locations, Justice, IL
- Carvana University Park, New Boring Locations, University Park, IL
- Canadian Nationals Railroad Directional Bore and Jack Pit Borings, Onarga, IL
- Digital Realty Data Center, Franklin Park, Franklin Park, IL
- Distribution Center Development, Decatur, IL
- Flanagan Solar Site, Pontiac, IL
- GRNE Solar, Woodstock Solar Farm, Woodstock, IL
- IBOS Building Loading Dock Pavement Heave Evaluation, DeKalb, IL
- Lake in the Hills Solar Site, Lake in the Hills, IL
- Logansport, 2nd Solar Site, Logansport, IN
- Panduit Corporation, Pavement Cores, DeKalb, IL
- Proposed Soteria Substation, Bloomfield, IA
- Proposed West Wind Facility, Mundelein, IL
- Standard Solar, Dupo, East Carondelet, IL
- UIC Innovation Center Expansion, Infiltration Testing, Chicago, IL
- Yondr, Due Diligence, Subsurface Exploration Phase, Hoffman Estates, IL

## B. QUALIFICATION OF FIRMS

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## JOSH FORGUE

ASSISTANT LAB MANAGER

### CERTIFICATIONS

Confined Space Technician  
IDOT Hot Mix Asphalt Level I  
IDOT Mix Aggregate Technician  
IDOT S-33 Field Testing and  
Inspection  
ACI Concrete Lab Technician  
ACI Aggregate Lab Technician  
ACI Masonry  
Hazmat Certification  
Sprat Certification

### PROFESSIONAL PROFILE

Mr. Forgue is the Assistant Lab Supervisor for the Construction Materials Testing Department with over 17 years of construction related experience. His responsibilities include supervising the concrete and soils lab. Providing consulting services by conducting wide range of laboratory testing on construction materials such as concrete, mortar, grout, fine to coarse aggregate, asphalt, and soils. Supervising all activities related to lab testing, interpreting test data/reports, calibrating lab equipment, and keeping the lab in compliance with QA/QC initiatives.

### PROJECT EXPERIENCE

- Abbott Park 2013 Utility Upgrades, Abbott Park, IL
- Chicago Transit Authority Grand, Chicago and Division Station, Chicago, IL
- Chicago O’Hare International Airport, Chicago, IL
- Elgin 2013 Street Rehabilitation, Elgin, IL
- Wilmette 2015 Alley/Sewer/Brick Street Programs, Wilmette, IL
- New Fire Station, Wheeling, IL
- Salesforce Tower, Chicago, IL
- 166 N. Aberdeen, Chicago, IL
- 160 N. Elizabeth, Chicago, IL
- Neal Math and Science Academy, North Chicago, IL
- 750 N. Hudson, Chicago, IL
- North Lake Commons, Lake Zurich, IL
- New Trier High School, Winnetka, IL
- 200 W. Madison, Chicago, IL
- Stroger Hospital, Chicago, IL
- PNC Center, Indianapolis, IN
- Costco, Naperville, IL
- Cumnor Road Rehabilitation/Sewer, Westmont, IL
- Health Care Center of Lemont, Lemont, IL
- Thorntons, Elmhurst, IL
- 95th and Colfax Medical Development, Chicago, IL
- YMCA, Chicago, IL
- 504 North Green Street, Chicago, IL

## B. QUALIFICATION OF FIRMS

c. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

### LARRY GREEN

LABORATORY TECHNICIAN

#### CERTIFICATIONS

Hazmat Awareness Certified ACI  
Concrete Strength IDOT S-333

Soils ACI Aggregate  
Laboratory Technician

#### PROFESSIONAL PROFILE

Mr. Green is a Laboratory Technician for the Construction Materials Testing Department with five years of laboratory testing related experience. His responsibilities include the sampling and testing in the laboratory of aggregates, soils, concrete, grout, mortar and QC and QA for various contractors and developers.

#### PROJECT EXPERIENCE

- Container Storage Facility, Embankment Borings, Chicago, IL
- Salesforce Tower, Chicago, IL
- Kanebridge Distribution, Elgin, IL
- College of Lake County, Waukegan, IL
- Waukegan Harbor Breakwater Repair, Concrete Cores, Waukegan, IL
- Abbvie Aviation Complex, Waukegan, IL
- L15410 NERC Mundelein, Mundelein, IL
- L17105 Emergent Repair, Rockford, IL
- 1220 W Touhy, Concrete Testing, Park Ridge, IL
- Waukegan Harbor Breakwater Repair, Concrete Cores, Waukegan, IL
- BioLife Plasma Services St. Ann, Bridgeton, MO
- Abbott Lab Facility, AP52 Pavement Improvement, Abbott Park, IL
- Broadview Senior Apartments, Backfill Observations, Broadview, IL
- Fieldpointe of Schaumburg, South Parking Garage, Schaumburg, IL
- Michael's, South Elgin, IL
- Varsity Theater, Evanston, IL
- Three Hand Augers, Downers Grove, Downers Grove, IL
- Norridge 2018 MFT Street Improvement, Norridge, IL

# B. QUALIFICATION OF FIRMS

## c. COPIES OF CURRENT LICENSES AND RESUMES FOR THE ON-STAFF PROFESSIONAL ENGINEERS, ALL PROJECT MANAGERS AND KEY PERSONNEL TO BE ASSIGNED TO PBC PROJECTS.

# LARRY GREEN

## LABORATORY TECHNICIAN

**ACI Certification Results Report**      Report Print Date: 9/28/22  
**ACI Aggregate Testing Technician - Level 1**

<b>Testing Session Information:</b>		
Session: 223746	Exam Date: 08/31/2022	Exam Location: ELK GROVE VILLAGE, I
ACI Sponsoring Group: Illinois Chapter ACI		
Examiner of Record: Mr George W Seegebrecht		

<b>Examinee Information</b>	<b>Certification ID</b>
Larry W Green	01633336
ECS MIDWEST	
4468 W Quill Ln	
Waukegan, IL 60085-8617	

**Status Information**

Certification Status: **CERTIFIED**      ACI Aggregate Testing Technician - Level 1  
 Certification Issue Date: 08/31/2022      Thru 08/30/2027

<b>Overall Results</b>	
Overall Written Examination	PASS
Overall Performance Examination	PASS

**Detailed Subtest Results**

To pass the written examination you must 1) score 60% or higher on each written subtest and 2) score 70% or higher on the overall written examination.  
 To pass the performance examination you must pass all 8 subtests in one session.

Qualification	PIF - Session	% Score
Performance Overall	PASS - 223746	100.00
Perf Subtest R76(T248)-C702	PASS - 223746	100.00
Perf Subtest R90(T2)-d75	PASS - 223746	100.00
Perf Subtest T11-C117	PASS - 223746	100.00
Perf Subtest T21-C40	PASS - 223746	100.00
Perf Subtest T25S-C566	PASS - 223746	100.00
Perf Subtest T27-C136	PASS - 223746	100.00
Perf Subtest T84-C128	PASS - 223746	100.00
Perf Subtest T85-C127	PASS - 223746	100.00

12/8/2018      Certificate



**Illinois Department of Transportation**

Awards this certificate of training to

**Green, Larry, W.**

In recognition of successful completion of  
**STTP-S33 Soils Field Testing and Inspection Course**  
**PDH Hours: 12.0**

Date: 11/29/2018 Serial No: 4588084



[http://www.idottraining.org/html/application/studentinterface/doi/grat\\_con.html?course\\_id=9859&class\\_id=66475&enrollment\\_id=4588084&user\\_id...](http://www.idottraining.org/html/application/studentinterface/doi/grat_con.html?course_id=9859&class_id=66475&enrollment_id=4588084&user_id...)

**AMERICAN CONCRETE INSTITUTE**

*This is to certify that*

**LARRY W GREEN**

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

**ACI Concrete Laboratory Testing Technician - Level 1**

Certified Date: 08/31/2022      Expires: 08/30/2027

Examiner of Record: John W Nehasil      *John W Nehasil*  
 ACI Managing Director of Certification

*The Authenticity of this certification can be verified at [www.ACICertification.org/verify](http://www.ACICertification.org/verify)*

## B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

ECS has selected the following firms to support on the PBC Geotechnical Investigation and Reporting Services projects. Our firm has worked with each of these firms on various public and private projects. We are confident that these firms will complement our internal staff and capabilities. ECS will select firms for PBC projects based on scope, firm availability, capabilities and other factors that will lead to project success.

### **Geo Services, Inc. - MBE (Cook County) and DBE (IL UCP) Certified Firm**

Geo Services, Inc. is a certified MBE-DBE geotechnical, environmental and civil engineering consulting firm capable of satisfying the needs and requirements of clients. The experience of their team members has served the needs of a variety of public organizations and private sector clients. Established in 2000 as a Professional Engineering Firm, Geo Services, was founded to provide high quality services on a timely, cost-effective basis. Their staff includes professional engineers, geologists and IDOT certified QA/QC inspectors. With locations in Naperville, Arlington Heights and New Lenox, Geo Services will support the ECS team with drilling services and geotechnical engineering.

### **Strata Earth Services - WBE (Cook County) Certified Firm**

Founded in 2010, Strata Earth Services (Strata) is a WBE-certified firm that provides geotechnical and environmental subsurface exploration. Strata has successfully completed over 1,700 subsurface explorations throughout the Midwest and surrounding states. Strata's team is led by their president and owner, Sara E. Knight, PE, a registered professional engineer. Strata employs professional drillers that have been performing drilling explorations for over 30 years. Located in Palatine, Strata will support the ECS team with drilling services.

# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

Subconsultant Firm: Geo Services, Inc. - MBE (Cook County) and DBE (IL UCP) Certified Firm



**NAWRAS ALHADAB**

**CONSTRUCTION MATERIALS MANAGER/LABORATORY MANAGER**

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<b>EXPERTISE</b>	Construction Materials Manager/Laboratory Manger, Construction Quality Control Quality Assurance (QC/QA), Materials Testing.
<b>EXPERIENCE</b>	Mr. Alhadab, a Construction Materials Manager, responsible for quality assurance/quality control of construction inspection and materials testing projects, including the supervision of field technicians. Duties have included field inspection, laboratory testing, document control and management, and report preparation. Mr. Alhadab is familiar and experienced with IDOT and ISTHA guidelines, standards and specifications. an Engineering Associate, is an experienced materials coordinator, field engineer, construction inspector and materials tester level II. He has been responsible for quality control inspection services for soils, asphalt and concrete and testing to assure conformation to job specifications on numerous projects in the Chicago land area. Experienced in materials inspection at projects of various magnitudes. Duties have included field and laboratory inspection of soil, concrete, aggregates and asphalt in accordance with ASTM and other applicable standards.
<b>ACADEMIC BACKGROUND</b>	BS Civil Engineering, University of Engineering and Technology MS in Water and Environmental Engineering, Mutah University
<b>REPRESENTATIVE PROJECTS</b>	Mr. Alhadab has overseen the successful completion of various Construction Inspection/Material Testing and Construction Management Projects including the following: <ul style="list-style-type: none"><li>• CDOT Construction Inspection/Construction Quality Assurance, Chicago, IL</li></ul> Mr. Alhadab's geotechnical project experience includes coordinating field work and staff, analyzing results of soil borings and laboratory testing as well as preparation of figures and engineering reports including the following representative examples: <ul style="list-style-type: none"><li>• Geotechnical Investigation – I-490, DuPage County, IL</li><li>• Geotechnical Investigation – Chicago Executive Airport East Quad Apron Expansion, Wheeling, IL</li><li>• Geotechnical Investigation and Report – I-90/I-94 Overhead Sign Structure Replacements, Chicago, IL</li><li>• Geotechnical Investigation and Report – O'Hare TAP project, Chicago, IL</li></ul>
<b>COURSES AND CERTIFICATIONS</b>	ACI PCC Technician Course ACI Concrete Strength Testing Technician IDOT QA/QC Mixture Aggregate Technician Course IDOT QA/QC Level II PCC IDOT QA/QC Level II HMA

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805 Amherst Court, Suite 204 ♦ Naperville, IL 60565-3448 ♦ Phone (630) 305-9186 ♦ Fax (630) 355-2838  
www.geoservicesinc.net

# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

Subconsultant Firm: Geo Services, Inc. - MBE (Cook County) and DBE (IL UCP) Certified Firm



**BART E. BADSING**

MATERIAL TESTER II, CONSTRUCTION INSPECTION  
PROJECT ENGINEERING ASSOCIATE

---

<b>EXPERTISE</b>	Material Tester II, Construction Inspection, Project Engineering Associate Geotechnical and Construction Engineering
<b>EXPERIENCE</b>	Mr. Badsing, an Engineering Associate, is an experienced Field Engineer and Senior Construction Inspector. He has been responsible for quality control inspection services for soils, asphalt and concrete and testing to assure conformation to job specifications on numerous project in the Chicagoland area. Experienced in materials inspection at projects of various magnitudes. Duties have included field and laboratory inspection of soil, concrete, aggregates and asphalt in accordance with ASTM and other applicable standards.
<b>REPRESENTATIVE PROJECTS</b>	<p>Midway Airport, City of Chicago, IL. Quality Assurance and Materials Testing Services Materials Coordinator performs on-site as QA services include batch and field inspection for both bituminous and concrete materials, soil testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>ISTHA ORT Plaza 66, I-88 DeKalb, DeKalb, IL Owner: Illinois State Tollway Highway Administration. Field Engineer/Inspector responsible for Material Quality Assurance and on-site construction inspection. Performed soil, concrete, and aggregate testing and inspection services. Responsible for Material Quality Assurance documentation review and data entry.</p> <p>Wacker Drive Reconstruction, Contracts B and C, Chicago, Illinois. Senior Technician responsible for concrete inspection and testing. T Y Lin International BASCOR, 5960 N. Milwaukee, Chicago, IL 60646 (773) 792-9000. Construction Inspection cost \$500,000. Owner: City of Chicago, Department of Transportation (CDOT Projects E-5-432-B and E-5-432-C).</p> <p>CDOT 2005 thru 2016 Construction Inspection/Construction Quality Assurance, Chicago, IL Client: TranSystems Corporation for Chicago Department of Transportation Field Engineer responsible to perform on-site construction inspection, soil, concrete, and aggregate testing and inspection services; perform batch plant testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>2006-2009 O'Hare Airport, Construction Inspection and Construction QA, Chicago, IL Client: STS for Chicago Department of Transportation Field Engineer responsible to perform on-site construction inspection, soil, concrete, and aggregate testing and inspection services; perform batch plant testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>Block 37 Construction Inspection and Construction Quality Assurance, Chicago, IL Client: Kiewit-Reyes JV. Project Engineer as well as field engineer responsible to perform on-site construction inspection, soil and concrete and inspection services</p>
<b>COURSES AND CERTIFICATIONS</b>	Rochester Institute of Technology, Rochester, New York ACI PCC Technician Course IDOT QA/QC Mixture Aggregate Technician Course IDOT QA/QC Level II PCC IDOT QA/QC Level I HMA IDOT Geo-technical Field Testing & Inspection (S-33)

---

1235 E. Davis Street ♦ Arlington Heights, IL 60005 ♦ Phone (847) 253-3845 ♦ Fax (847) 253-0482  
www.geoservicesinc.net

# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

Subconsultant Firm: Geo Services, Inc. - MBE (Cook County) and DBE (IL UCP) Certified Firm



**SAMUEL PLUMMER**  
ASSISTANT PROJECT ENGINEER

---

## EXPERTISE

Assistant Project Engineer, Geotechnical Engineering

As an Assistant Project Engineer, Mr. Plummer has been responsible for management of a wide range of environmental, geotechnical, construction inspection and materials testing projects. Duties have included field inspection, laboratory testing, document control and management, review and preparation of engineering reports relating to subsurface exploration, in-situ testing and instrumentation, construction materials, geotechnical, geo-environmental and pavement assessments. In previous roles, Mr. Plummer has observed

## ACADEMIC BACKGROUND

BS Civil Engineering, University of Illinois at Urbana Champaign - 2021

## REPRESENTATIVE PROJECTS

Mr. Plummer has overseen the successful completion of various Construction Inspection/Material Testing and Construction Management Projects including the following:

- CDOT Construction Inspection/Construction Quality Assurance, Chicago, IL
- U of I, Willard Airport, Rehabilitation of Runway 4/22, Savoy, IL

Mr. Plummer's geotechnical project experience includes coordinating field work and staff, analyzing results of soil borings and laboratory testing as well as preparation of figures and engineering reports including the following representative examples:

- Geotechnical Investigation – I-490, DuPage County, IL
- Geotechnical Investigation – Construct South Parallel Taxiway to Runway 7/25, Chicago Rockford International Airport, Rockford, IL
- Geotechnical Investigation and Report – I-90/I-94 Overhead Sign Structure Replacements, Chicago, IL
- Geotechnical Investigation and Report – 159<sup>th</sup> St, Orland Park, IL
- Geotechnical/Environmental Investigation and Report – Metra 95<sup>th</sup> Station, Chicago, IL
- Geotechnical Investigation and Report – CTA Harlem Bus Bridge, Chicago, IL
- Geotechnical Investigation and Report – 143<sup>rd</sup> St Extension, Plainfield, IL
- Geotechnical Investigation and Report – CTA Red Line Extension, Chicago, IL
- Geotechnical Investigation and Report – Saganashkee Slough Dam Restoration, Willow Springs, IL

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# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

Subconsultant Firm: **Geo Services, Inc. - MBE (Cook County) and DBE (IL UCP) Certified Firm**



**ANDREW J. PTAK, P.E.**  
PRINCIPAL

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## EXPERTISE

Principal, Geotechnical Engineer, Construction Quality Control Quality Assurance, Materials Testing, Environmental and Civil Engineering

As a principal, Mr. Ptak has been responsible for management of construction inspection, materials testing and geotechnical projects. Duties have included review and preparation of engineering reports relating to materials, construction, geotechnical, environmental site assessments, geo-environmental, and pavements.

Mr. Ptak is a Registered Professional Engineer experienced in analysis of shallow and deep foundations, excavation and lateral support requirements, slope stability, settlement embankment construction, and pavement analysis and construction, and QA/QC quality control.

## ACADEMIC BACKGROUND

MSCE University of Illinois, Champaign-Urbana 1993 Geotechnical/Structural  
BSCE University of Illinois, Champaign-Urbana 1992 Geotechnical/Structural

## PROFESSIONAL REGISTRATIONS AND MEMBERSHIPS

Registered Professional Engineer, Illinois 1998, No. 062-052031  
Officer, American Society of Civil Engineers - Illinois Geotechnical Section Recipient of the Walter E. Hanson Graduate Study Scholarship (1992),

## EXPERIENCE

Mr. Ptak's professional experience includes:

- ◆ **I-55 Over Lemont Road Bridge Reconstruction**  
Principal and Geotechnical Engineer responsible for planning and directing geotechnical soil borings and preparation of structure geotechnical reports for design and construction, as well as retaining walls and ramp embankments for the improvements. Work included performance of borings, laboratory testing and analyses for settlement, pile capacity and slope stability.
- ◆ **IDOT Pump Station 38, Deerpath Road at FAP 346 (US Route 41)**  
Principal and Geotechnical Engineer responsible for planning and directing geotechnical soil borings and preparation of structure geotechnical reports for design and construction, as well as retaining walls and ramp embankments for the improvements. Work included performance of borings, laboratory testing and analyses for settlement, pile capacity and slope stability.
- ◆ **I-55 Managed Lanes, I-90/94 to I-355**  
Principal and Geotechnical Engineer responsible for planning and directing geotechnical soil borings and preparation of structure geotechnical reports for design and construction, as well as retaining walls and ramp embankments for the improvements. Work included performance of dozens of borings, laboratory testing and analyses for settlement, pile capacity and slope stability.
- ◆ **I-57 and I-294 Tri-State Interchange, Cook County, Illinois.**  
Principal and Geotechnical Engineer responsible for field work coordination and work with staff in analyzing results of over 600 structural and survey soil borings, laboratory testing and preparation of engineering report for proposed improvements. The proposed improvements include construction of Interchange I-57 at Tri-State Tollway, partial interchange Tri-State Tollway ay IL 83 (147<sup>th</sup> St), improvement to the interchange I-57 at IL 83 (147<sup>th</sup> St.), widening of approximately 2.9 miles of I-57 from 3 lanes to 4 lanes, new ramps and collector distributor roads at I-57 and I-294. The new interchanges will require numerous new bridge structures including three level structures at the main I-57 and I-294 interchange. The project also includes removal and replacement, rehabilitation and

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# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

Subconsultant Firm: Geo Services, Inc. - MBE (Cook County) and DBE (IL UCP) Certified Firm



**JULIAN RUEDA, P.E.**  
PRINCIPAL ENGINEER

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<b>EXPERTISE</b>	Principal Geotechnical Engineer, Construction Quality Control Quality Assurance, Materials Testing, Program Director, Project Management, Geotechnical, Environmental and Civil Engineering
<b>ACADEMIC BACKGROUND</b>	M. Sc., Civil and Geotechnical Engineering, University of Illinois at Champaign-Urbana, 1982 B. Sc., Civil and Geotechnical Engineering, University of Illinois at Champaign-Urbana, 1980
<b>EXPERIENCE</b>	<p>As a Principal Engineer, Mr. Rueda has been responsible for principal project management of construction inspection, materials testing and geotechnical projects. Duties have included review and preparation of engineering reports relating to materials, construction, geotechnical, environmental site assessments, underground storage tanks, geo-environmental, and pavements.</p> <p>Mr. Rueda has a broad base of experience in directing, managing and providing innovative consulting related to geotechnical, construction, and civil engineering projects for public agencies and private organizations. Mr. Rueda has experienced in coordinating and overseeing geotechnical engineering activities from field investigations to design, analysis and reporting pertaining to offshore and onshore foundations, pipelines, building foundations, slope stability, roadways, and groundwater studies. He has also been the lead technical director for numerous existing and proposed chemicals, solid, and hazardous waste projects performing engineering and managerial tasks for development, operations, and closure activities.</p> <p>A partial list of projects is outlined below:</p> <ul style="list-style-type: none"><li>◆ <b>I-55 Over Lemont Road Bridge Reconstruction, Owner: IDOT</b> Principal Engineer responsible for planning and directing geotechnical soil borings and preparation of structure geotechnical reports for design and construction, as well as retaining walls and ramp embankments for the improvements. Work included performance of dozens of borings, laboratory testing and analyses for settlement, pile capacity and slope stability.</li><li>◆ <b>IDOT Pump Station 38, Deerpath Road at FAP 346 (US Route 41)</b> Principal Engineer responsible for planning and directing geotechnical soil borings and preparation of structure geotechnical reports for design and construction, as well as retaining walls and ramp embankments for the improvements. Work included performance of dozens of borings, laboratory testing and analyses for settlement, pile capacity and slope stability.</li><li>◆ <b>I-55 Managed Lanes, I-90/94 to I-355</b> Principal Engineer responsible for planning and directing geotechnical soil borings and preparation of structure geotechnical reports for design and construction, as well as retaining walls and ramp embankments for the improvements. Work included performance of dozens of borings, laboratory testing and analyses for settlement, pile capacity and slope stability.</li></ul>
<b>PROFESSIONAL AFFILIATIONS</b>	American Society of Civil Engineers. Association of Engineering Geologists Society of American Military Engineers
<b>PROFESSIONAL REGISTRATIONS</b>	Registered Professional Engineer in California, Georgia, Illinois, Iowa, Indiana, Kentucky, Maine, Missouri, Montana, New Mexico, North Carolina, Oregon, Pennsylvania, South Carolina, Tennessee, Washington, and Wisconsin
<b>PUBLICATIONS PRESENTATIONS AND CONFERENCES</b>	Authored and co-authored more than 25 publications on engineering and environmental issues. Invited speaker on environmental subjects, with the Transportation Research Board, National Solid Waste Forum on Integrated Municipal Solid Waste Management, various technical society meetings, and the Civil Engineering Department at the University of Los Andes in Santafé de Bogotá, Colombia.

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# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

Subconsultant Firm: Geo Services, Inc. - MBE (Cook County) and DBE (IL UCP) Certified Firm



**RAJAN SINGLA**

MATERIALS COORDINATOR, ENGINEERING ASSOCIATE  
FIELD ENGINEER, MATERIAL TESTER LEVEL II

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<b>EXPERTISE</b>	Materials Coordinator, Engineering Associate, Field Engineer, Construction Inspector, Materials Tester Level II, Geotechnical and Construction Engineering
<b>EXPERIENCE</b>	Mr. Singla, an Engineering Associate, is an experienced materials coordinator, field engineer, construction inspector and materials tester level II. He has been responsible for quality control inspection services for soils, asphalt and concrete and testing to assure conformation to job specifications on numerous projects in the Chicago land area. Experienced in materials inspection at projects of various magnitudes. Duties have included field and laboratory inspection of soil, concrete, aggregates and asphalt in accordance with ASTM and other applicable standards.
<b>REPRESENTATIVE PROJECTS</b>	<p>Midway Airport, City of Chicago, IL, Quality Assurance and Materials Testing Services Materials Coordinator performs on-site as QA services include batch and field inspection for both bituminous and concrete materials, soil testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>US 30 (Lincoln Highway) from Williams Street to IL 43 (Harlem Avenue) Will County Field Engineer/Inspector responsible for material Quality Assurance and on-site construction inspection. He was responsible for material Quality Assurance documentation review and data entry. Field Engineer responsible to perform on-site construction inspection, soil, concrete, and aggregate testing and inspection services; perform batch plant testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>ISTHA ORT I-294 at Cermak Road, Irving Park Road and 83<sup>RD</sup> Street Plazas, Cook County, IL Field Engineer/Inspector responsible for material Quality Assurance and on-site construction inspection. He was responsible for material Quality Assurance documentation review and data entry. STV Incorporated 200 West Monroe Street Suite 1650, Chicago, IL 60606, Dennis Ramm, (312) 553-4169. Owner: Illinois State Highway Tollway Administration, (ISTHA Contract I-05-5420)</p> <p>CDOT 2005-2011 Construction Inspection and Construction Quality Assurance, Chicago, IL Client: TranSystems Corporation for Chicago Department of Transportation Field Engineer responsible to perform on-site construction inspection, soil, concrete, and aggregate testing and inspection services; perform batch plant testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>Arsenal Road Interchange at I-55, Will County - Construction Inspection. Project Manager who coordinates the materials testing and inspection services for the project; provide material technicians on an as-requested basis to perform on-site soil, concrete, bituminous and aggregate testing and inspection services; perform batch plant testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>Northeast Quadrant Apron Phase 1, Aurora Municipal Airport, Aurora, IL – Project ARR-3442 Client: Crawford Murphy &amp; Tilly (CMT) Engineering associate perform on-site construction inspection, soil, concrete, and aggregate testing and inspection services; perform core density and Beam testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p>
<b>COURSES AND CERTIFICATIONS</b>	Bachelor of Science, UIC ACI PCC Technician Course IDOT QA/QC Mixture Aggregate Technician Course IDOT QA/QC Level III PCC IDOT QA/QC Level II HMA IDOT Geotechnical Field Testing and Inspection IDOT Documentation of Contract Quantities (21-18941, Exp: 05/26/2025)

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# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

Subconsultant Firm: Geo Services, Inc. - MBE (Cook County) and DBE (IL UCP) Certified Firm



## JIGNESH TAILOR

MATERIAL TESTER II, CONSTRUCTION INSPECTION  
PROJECT ENGINEERING ASSOCIATE

<b>EXPERTISE</b>	Material Tester II, Construction Inspection, Project Engineering Associate Geotechnical and Construction Engineering
<b>EXPERIENCE</b>	<p>Mr. Tailor has broad experience as a Staff Engineer in the areas of Geotechnical, Construction and Transportation Engineering. He has been responsible for supervising, field investigation and testing to assure conformation to job specifications on numerous residential, commercial and industrial projects. Responsible for quality control inspection and testing of soils and concrete. Experience in materials inspection at projects of various sizes. Duties include laboratory testing and inspection of soil, concrete and asphalt in accordance with ASTM and other applicable standards</p> <p>Mr. Tailor has been responsible for preparing plans, specifications, and contract documentation for infrastructure facilities. He has been responsible for foundation evaluations, foundation layouts, caisson inspections, and earthwork monitoring.</p>
<b>REPRESENTATIVE PROJECTS</b>	<p>Mr. Tailor's experience includes:</p> <p>City of Chicago O'Hare Modernization Program, Chicago, IL Materials Coordinator performs on-site as QA services include batch and field inspection for both bituminous and concrete materials, soil testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>Arsenal Road Interchange at I-55, Will County - Construction Inspection. Project Manager who coordinates the materials testing and inspection services for the project; provide material technicians on an as-requested basis to perform on-site soil, concrete, bituminous and aggregate testing and inspection services; perform batch plant testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>US 30 (Lincoln Highway) from Williams Street to IL 43 (Harlem Avenue) Will County Field Engineer/Inspector responsible for material Quality Assurance and on-site construction inspection. He was responsible for material Quality Assurance documentation review and data entry. Field Engineer responsible to perform on-site construction inspection, soil, concrete, and aggregate testing and inspection services; perform batch plant testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>I-294 Widening: Dempster street to Touhy Street, Cook County, IL Project No. RR-02-15116. Client: Lorig Construction Materials Coordinator performs on-site as QA services include batch and field inspection for compaction control of backfilled, soil and aggregate base course testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p> <p>CDOT 2005 thru 2016 Construction Inspection/Construction Quality Assurance, Chicago, IL Client: TranSystems Corporation for Chicago Department of Transportation Field Engineer responsible to perform on-site construction inspection, soil, concrete, and aggregate testing and inspection services; perform batch plant testing services on an as requested basis; prepare reports summarizing the results of the laboratory testing.</p>
<b>COURSES AND CERTIFICATIONS</b>	<p>ACI PCC Technician Course IDOT QA/QC Mixture Aggregate Technician Course IDOT QA/QC Level III PCC IDOT QA/QC Level II HMA IDOT Documentation of Contract Quantities IDOT Geotechnical Field Testing and Inspection (S-33)</p>

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# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

Subconsultant Firm: Geo Services, Inc. - MBE (Cook County) and DBE (IL UCP) Certified Firm



# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

## Strata Earth Services - WBE (Cook County) Certified Firm



### John B. DeRubeis

[john.derubeis@strataearth.com](mailto:john.derubeis@strataearth.com)

(847) 968-4863

#### Strata Earth Services, LLC, Palatine, IL – 10/2019 to Present

##### Drilling Manager

- Field Coordination
- Safety Management and Utility Locating
- Client Management
- Budgeting and Estimating
- Project Management
- Assist with Business Development
- Tollway experience: Since 2019, John has been the Drilling Manager for 13 task orders involving Tollway work. John oversaw Environmental projects with Geoprobe Direct Push sampling and Geotechnical Projects with scopes involving SPT sampling, Infiltration Testing, Temporary Monitor Well Installation and Rock Coring. For the Tollway task orders, John's responsibility's was Client Management, Crew Management and Scheduling, Management of Traffic Control, Coordination of Lane Closures with the Tollway and Utility Locates.

#### Robert B. Balter, Owings Mills, MD - 01/2017 to 10/2019

##### Drilling Supervisor

- Field Coordination and Scheduling
- Safety Management and Utility Locating
- Client Management
- Budgeting and Estimating
- Project Management
- Assist with Business Development
- Verification Core Drilling in Cutoff Walls with Strengths of less than 200 UCS.

#### Gannett Fleming, Pompano Beach, FL – 06/2002 to 01/2017

- Senior Driller 2002-2009, experience with Mud Rotary, Coring in hard and soft formations, Instrumentation Installation, Monitor Well Installation, Verification Core Drilling in strengths of less than 200 UCS.
- Drilling Manager 2009 to 2017, responsible for field coordination, boring layout, utility locates, project management and estimating, assist with business development

#### STS Consultants, LTD – 1994-2002

- Driller 1996 to 2002, experience with Mud Rotary, Solid Flight Auger, Hollow Stem Auger, Instrumentation, Rock Coring, Well Installation
- Drillers Helper 1994-1996, assist Driller in boring operation, making sure equipment was loaded up, loading supplies, movement of Equipment

#### Education

Bachelor of Science – Western Illinois University (2002)

#### Certifications

Active Licensed Water Well Driller (Florida)

## B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

### Strata Earth Services - WBE (Cook County) Certified Firm



Active Licensed Well Driller-Geotechnical (Maryland)  
Active Licensed Well Driller-Geotechnical (Delaware)  
Hazwoper 40 Hr. Safety Training

# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

## Strata Earth Services - WBE (Cook County) Certified Firm



**Sara E. Knight, P.E.**

[sara.knight@strataearth.com](mailto:sara.knight@strataearth.com)

(847)489-9175

### PROFESSIONAL PROFILE

Ms. Knight is a Professional Engineer and is the Owner and President of Strata Earth Services, LLC.

Strata is a full service subsurface exploration company specializing in the field of geotechnical and environmental exploration.

Strata employs highly experienced drillers and has skid, all-terrain, hi-rail and barge mounted drill rigs. Prior to starting Strata, Ms. Knight worked as a geotechnical engineer in the Midwest area for over 10 years and was responsible for project management and technical support of geotechnical engineering and projects including foundation studies, soil testing, slope stability, tunneling and retaining wall analyses. Ms. Knight also managed quality assurance/quality control construction services projects for various projects throughout Chicagoland.

### EXPERIENCE

#### STRATA EARTH SERVICES, LLC, Managing Member, Owner, President – 2010 to Present

##### President and Owner Responsible for:

- **Operations and Planning**
  - Management of all company affairs and operations
  - Oversee and manage all employees, field supervisors and laborers
  - Negotiate and enter into all company contracts and other legal documents
  - Decision maker for all legal issues and company business direction including collections, contract negotiation, and insurance
  - Responsible for all major supplies and equipment purchases
- **Construction and Project Management**
  - Direct and coordinate field personnel and supervisors regarding manpower, project schedules, job progress, subcontractor issues and deadlines
  - Attend job sites to observe field conditions and working field personnel
  - Negotiate and enter into subcontracts and purchase orders with suppliers
  - Attend job-site meeting to observe site conditions to discuss schedule and manpower and other requirements.
- **Personnel Management**
  - Overall management of all employees
  - Meetings with field supervisors to discuss job issues, labor issues and scheduling, and communicate decisions to supervisors to implement directives
  - Responsible for interviewing, hiring/firing, oversight, and discipline of all management personnel and employees
  - Coordinate hiring of union labor, including signatory and responsibility of managing union obligations and communications, onsite labor and conflict management

#### PAST WORK EXPERIENCE

##### STS/AECOM, Vernon Hills, IL - 2000 to 2010

##### Technical Resource Manager – 2008 to 2010

- Directed 17 office staff
- Responsible for creating and maintaining annual budget of \$5 Million
- Managed staff utilization and project assignments
- Developed and maintained key client accounts



# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

## Strata Earth Services - WBE (Cook County) Certified Firm

### Geotechnical Engineer – 2000 to 2010

- Project Manager for various high-rise developments in Downtown Chicago. Various aspects of projects included up to four-level below-grade spaces, slurry walls, top of rock and rock socketed caissons, caisson re-use, dewatering deep silt deposits, existing caisson conflicts and freight tunnel conflicts and backfilling.
- Project Manager for various projects contract for the Metropolitan Water Reclamation District of Greater Chicago from 2002 through 2008. Projects included oxidation pond remediation, deepening and lining of oxidation ponds and lagoons, a pump station, skip hoist, utility and pedestrian tunnels, grit dewatering tanks, water tower, communications tower, central boiler facility and various buildings. Areas of engineering included braced and open-cut excavations, shallow and deep foundations, slope stability, fill and backfill, pavements and earth retention. Projects were performed at the Stickney, Calumet, North Side, Kirie, Egan, Hanover Park and Lemont Water Reclamation Plants and LASMA.
- Project Manager for the Block 37 redevelopment which included the 108 N. State Building which had a 50-foot deep basement and the CBS Media Tower. Project foundation systems included new belled and top of rock caissons, re-use of existing top of rock caissons, and micropiles. Earth retention systems included steel sheet pile, slurry and secant pile walls. Served as the Project Manager in charge of the City of Chicago freight tunnel system monitoring including extensometers, crack gauges and a laser alignment system.
- Project Engineer for the geotechnical study of the McCormick Place tunnel. The tunnel consisted of a 3,300 foot long, 12.5 foot diameter tunnel to convey stormwater from the 70 acre McCormick Place roof to Lake Michigan. The tunnel was constructed 160 feet below ground using a tunnel boring machine in dolomitic bedrock. Monitoring wells, field permeability (packer testing), advanced rock laboratory testing, RMR ratings and rock logging was completed.
- Project Manager for multiple bridge replacements for Canadian Pacific and Canadian National Railway. Geotechnical aspects included slope stability of embankments, culvert analysis, driven H-pile recommendations and settlement analysis for deep organic deposits
- Project Manager for dynamic compaction projects for Perspectives Charter School and a paper storage warehouse facility. Dynamic compaction observation, vibration monitoring and compaction verification activities were managed for both projects.
- Task manager and field engineer for proposed Terminal 6 project at O'Hare International Airport including consultation for the design of the terminal building and associated structures. Aspects of the project included coordination with the Airport Owners Authority, a multi-level terminal and parking structure, elevated highways and retaining walls.

### Law Engineering, Milwaukee, WI - 1999 to 2000 – Field Engineer

#### Education

BS, Civil Engineering, University of Illinois, Urbana-Champaign  
MS, Civil Engineering, Northwestern University

#### Registrations

Professional Engineer License, Illinois – 062.057152

#### Additional Training and Certifications

Goldman Sachs 10KSB Graduate – Chicago Cohort 11  
Turner School of Construction Management – 2011  
DFI 44 Conference – Exhibit and Session Chair  
Geo-Institute Chicago Chapter Chair

#### Professional Affiliations

American Society of Civil Engineers (ASCE), ASFE, American Railway Engineering and Maintenance-of-Way Association (AREMA), Deep Foundations Institute (DFI), Federation of Women Contractors

#### Honors and Awards

Women Builders Council Championship Award  
Professional Services Award, March of Dimes, 25<sup>th</sup> Annual Construction & Transportation Awards

#### Publications and Presentations

- "Unexpected Caisson Problems, Soil Structure Interaction Predictions and Required Ground Modification", 6th International Conference, Case Histories in Geotechnical Engineering, Arlington, VA, August, 2008, co-authored with Clyde N. Baker, Jr., Ryan C. Rusk and Donald W. Hamlin.
- "A Walk Around the Block", *Structure Magazine*, December 2007, co-authored with Suzanne Provanzana, SE, PE

# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

Strata Earth Services - WBE (Cook County) Certified Firm



# B. SUBCONSULTANT PERSONNEL, RESUMES & APPLICABLE LICENSES

## Strata Earth Services - WBE (Cook County) Certified Firm



**ATTACHMENT A**  
**LEGAL ACTIONS**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

# REQUIRED FORMS | ATTACHMENT A

## ATTACHMENT A – LEGAL ACTIONS

FIRM NAME ECS Midwest, LLC

### I. LEGAL ACTIONS

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

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input 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).	Please see attached lookback	
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 type="checkbox"/>	<input checked="" type="checkbox"/>

**ATTACHMENT B  
DISCLOSURE AFFADAVIT**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

# REQUIRED FORMS | ATTACHMENT B

## 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 Chris Lopez, PE, as Subsidiary President  
 Name Title

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

RESPONDENT			
Name of Firm:	ECS Midwest, LLC		
Address:	1575 Barclay Boulevard		
City/State/Zip:	Buffalo Grove, IL 60089		
Telephone:	847-279-0366	Facsimile:	847-279-0369
FEIN:	20-1067717	SSN:	
Email:	clopez@ecslimited.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 type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

# REQUIRED FORMS | ATTACHMENT B

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Virginia
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:	Chantilly, VA 20151	
Telephone:	571-299-6000	
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)		
Name		Title
Chris Lopez, PE		President
Brett Gitskin, PE		Executive Vice President
Scott Bierbaum		Senior Vice President
Mark Carlson, PE		Senior Vice President
Sam Filisko		Senior Vice President
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)		
Name	Address	Ownership Interest Percentage
Engineering Consulting Services, Ltd.	14026 Thunderbolt Place, Suite 400, Chantilly, VA 20151	100 %
		%
		%
LLC's only, indicate Management Type and Name:		
<input checked="" 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p><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></p>		



# REQUIRED FORMS | ATTACHMENT B

## 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:	
If the answer is no, please complete the following two sections.	<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

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### 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. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> 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

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### 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.

# REQUIRED FORMS | ATTACHMENT B

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

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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.

# REQUIRED FORMS | ATTACHMENT B

## 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.

*Chris Lopez*

Signature of Authorized Officer

CHRIS LOPEZ

Name of Authorized Officer (Print or Type)

PRESIDENT

Title

216-644-7809

Telephone Number

State of Ohio  
County of Cuyahoga

Signed and sworn to before me on this 7th day of July, 2023, by  
Chris Lopez (Name) as President (Title) of  
ECS Midwest, LLC (Bidder, Respondent or Contractor)

*Michele L. Palmateer*  
Notary Public Signature and Seal



MICHELE L. PALMATEER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Cuyahoga County  
My Comm. Exp. 2/16/2024



**ATTACHMENT C**  
**DISCLOSURE OF RETAINED PARTIES**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

# REQUIRED FORMS | ATTACHMENT C

## 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): **PS3082**

Description of goods or services to be provided under Contract:

**Geotechnical Investigation and Reporting Services**

Name of Consultant: **ECS Midwest, LLC**

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

- 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.

# REQUIRED FORMS | ATTACHMENT C

## 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

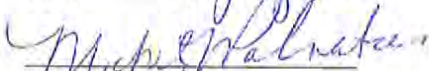
7-7-2023  
\_\_\_\_\_  
Date

CHRIS LOPEZ  
\_\_\_\_\_  
Name (Type or Print)

PRESIDENT  
\_\_\_\_\_  
Title

Subscribed and sworn to before me

this 7th day of July, 2023

  
\_\_\_\_\_  
Notary Public



**MICHELE L. PALMATEER**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
Recorded in  
Cuyahoga County  
My Comm. Exp. 2/18/2024



**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 affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
- c. 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..
- d. 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

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
  - b. 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.
  - c. 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.
  - d. 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.
- e. 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 affirmative action 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.

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SCHEDULE B  
Joint Venture Affidavit

(SCHEDULE FOLLOWS)

**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 To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier

(SCHEDULE FOLLOWS)

**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:

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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

(SCHEDULE FOLLOWS)



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

Name of Project: TBD

STATE OF ILLINOIS     }  
                                   } SS  
 COUNTY OF COOK        }

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

Scott R. Bierbaum/Senior Vice President  
 Title and duly authorized representative of

ECS Midwest, LLC  
 Name of Professional Service Provider whose address is

333 N Green Street, 8th Floor Chicago, IL 60607

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	Geotechnical Services	\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ TBD	\$ TBD
Percent of Total Base Bid		TBD %	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:

ECS Midwest, LLC  
Name of Contractor (Print)  
7/16/2024  
Date  
847-279-0366  
Phone

  
Signature  
Senior Vice President  
Name (Print)

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_