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

PROFESSIONAL SERVICES AGREEMENT

ENVIRONMENTAL ENGINEERING SERVICES (PS3080B)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

AECOM TECHNICAL SERVICES, INC.

FOR

ENVIRONMENTAL ENGINEERING SERVICES (PS3080B)

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

FIRM NAME:	AECOM Technical Services, Inc.
CONTACT NAME:	Larry Verkoulen
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ADDRESS:	303 East Wacker Drive, Suite 1400 Chicago, Illinois 60601

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
ENVIRONMENTAL ENGINEERING SERVICES– PS3080B

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 **AECOM Technical Services, Inc.** with offices at 303 East Wacker Drive, Suite 1400, Chicago, Illinois 60601 (the **"Consultant"**).

Recitals:

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

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

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

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

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

EXECUTION PAGE
ENVIRONMENTAL ENGINEERING SERVICES – PS3080B

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Brandon Johnson
Chairman

Date: 2/21/2024

ATTEST:

Mary Pat Witry
Secretary

Date: 2/20/2024

CONSULTANT: AECOM Technical Services, Inc.

AVP & Dco
President or Approved Signatory

Date: 2/16/2023

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Kelsie Stopak and Jeannette Paruchini
on behalf of Consultant this 16th day of February 2024.

Notary Public

My Commission expires: 11/3/2026

(SEAL OF NOTARY)

Official Seal
Peter Anzia
Notary Public State of Illinois
My Commission Expires 11/3/2026

Approved as to form and legality:

Anne L. Fredd
Neal & Leroy, LLC

Date: 2/20/2024

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

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

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

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

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

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

6. Duties and Obligations of Consultant.

a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42

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

b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

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

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

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

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

g. **e-Builder System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder System provided by or on

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

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

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

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

7. Term.

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

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

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

8. Compensation of Consultant; Submission of Invoices through e-Builder. The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of $2,000,000.00 unless amended by the Commission. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the e-Builder System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through e-Builder will result in delayed or non-payment to the Consultant.

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

a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the

Commission's requirements for the Project and the Services.

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

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

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

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

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

g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.

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

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

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

12. **Default.**

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

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

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

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

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

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

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

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

13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

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

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

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

17. **Miscellaneous.**

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

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

c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the

continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

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

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

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

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

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

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

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SCHEDULE B
SCOPE OF SERVICES

The Public Building Commission of Chicago requires the services of qualified and experienced environmental engineering consulting firms or teams to perform the following environmental work for the PBC – Categories A: Planning Phase Environmental Services, B: Design Phase Environmental Services, and C: Construction Phase Environmental services:

A. Planning Phase Environmental Services, including but not limited to:

1. Phase I Environmental Site Assessments (ESAs)
2. Phase II ESAs and Soil Management Assessments
3. Geophysical Surveys
    a. Electromagnetic Surveys
    b. Ground Penetrating Radar Surveys
4. Test Pit Excavation and Site Restoration
5. Environmental Grant Applications
6. Environmental Remediation Budget Preparation

B. Environmental Design Phase Services, including but not limited to:

1. Phase II ESAs
    a. Soil Boring and Groundwater Well Installation
    b. Soil, Groundwater, and Soil Vapor Sampling and Environmental Laboratory Analysis
    c. Additional Geophysical Surveys or Test Pitting Activities
2. IEPA Site Remediation Program Management
    a. Site Enrollment
    b. Comprehensive & Focused Site Investigation
    c. Technical Reporting
3. IEPA Leaking Underground Storage Tank Program Management
    a. UST Removal Oversight & Management
    b. Site Investigation
    c. Technical Reporting
4. Environmental Coordination and Management during Project Design
5. Bid Package Generation
    a. Preparation of Drawings and Specifications
    b. Design Meeting Participation
    c. Bid Meeting Participation
    d. Bid Assessment and Recommendation
    e. Meeting Minutes
    f. Bid Package Coordination
6. Environmental Grant Administration

C. Construction Phase Oversight Services, including but not limited to:

1. Contract Administration
2. Environmental Submittal Review and Approval
3. Remediation and Soil Management Oversight
4. Underground Storage Tank Removal and Management
5. Field Meetings Related to Environmental Matters
6. Soil Management and Remediation Report Generation

7. IEPA Site Remediation Program Management
8. Environmental Engineering and Remediation Tasks as requested by the PBC

General Detailed Scope of Services – Environmental Consulting Services

The Environmental Consultant (the "Consultant") will provide, on a Task Order basis, all Services required to complete Planning, Design and Construction Phase Environmental Services. The Consultant would enter into a Task Order with the PBC for services requested in a Request for Proposal issued by the PBC. The Consultant's Task Order would be executed in a Not to Exceed format, on a project by project basis. These services would be in connection with various public / capital projects the PBC manages. The Consultant must demonstrate the experience and capacity to conduct the following Scope of Services.

Category A. Planning Phase Environmental Services

1. Phase I Environmental Site Assessments (ESAs): Conduct Phase I Environmental Site Assessments in accordance with the ASTM E 1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The federal rule recognizes the ASTM E 1527-21 standard as an acceptable guidance document for satisfying the "All Appropriate Inquires" (AAI).

2. Phase II ESAs and Soil Management Assessments: Conduct Phase II ESAs to investigate the finding of Phase I ESAs on sites proposed for development/redevelopment. Phase II Environmental Site Assessments will be performed in accordance with ASTM E1903-11 19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process, US EPA SW-846, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," and all applicable regulatory requirements to assess potential impact to if soil, groundwater, and/or soil vapor conditions. Conduct soil management assessments to investigate the impact associated with identified Potentially Impacted Properties (PIPs) in accordance with 35 Ill. Adm. Code 1100: Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operation. Preparation of "uncontaminated soil" certifications in accordance with 35 Ill. Adm. Code 1100 based on the findings of soil assessment activities.

3. Geophysical Surveys: Conduct geophysical survey using electromagnetic and/or ground penetrating radar and reports to explore and evaluate sites for the possible presence of former underground storage tanks, foundations, or other subsurface structures.

4. Test Pit Excavation and Site Restoration: Conduct test-pit excavations using excavation equipment in locations of unexplained anomalies based on the results of the geophysical survey that may indicate the presence of underground storage tanks, foundations, or other subsurface structures. Site Restoration services would include the backfilling of test pits with moderate compaction effort and the restoration of sod, asphalt, concrete, or other surface materials required to be repaired by the PBC.

5. Environmental Grant Applications: Prepare local, state or federal grant applications on behalf of the PBC for environmental funding to support PBC projects.

6. Environmental Budget Preparation: Use information from Phase I ESAs, Phase II ESAs, geophysical surveys, and/or test pits as well as schematic project designs provided by PBC to prepare preliminary budgets for environmental remediation.

Category B. Environmental Design Phase Environmental Services

1. Phase II Environmental Site Assessments:

a. (Items 1a & 1b): Conduct Phase II Environmental Site Assessments in accordance with ASTM E1903-19 *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*, US EPA SW-846, "Test Methods for Evaluating Solid Waste, Physical/Chemical

Methods," and all applicable IEPA remediation program requirements to assess potential impact to soil, groundwater, and/or soil vapor associated with identified environmental conditions. Prepare reports to include a summary of Phase II ESA activities, findings as compared to appropriate regulatory requirements, and recommendations for further assessment, as necessary.

b. Additional Geophysical Surveys or Test Pitting Activities: See Category A: Tasks 3 and 4 for this Task description.

2. IEPA Site Remediation Program (SRP) Investigations and Reporting: The Consultant must be able to conduct the necessary work to secure a No Further Remediation (NFR) letter, which could include, but not limited to the following scope:

a. Enrollment of PBC sites into the IEPA SRP on an as needed basis. Completion and submittal of the SRP DRM-1 and DRM-2 Forms to the IEPA on behalf of the PBC.

b. Under the supervision of an Illinois Licensed Professional Engineer, preparation of a Focused or Comprehensive Site Investigation Report (F/CSIR) in accordance with 35 Ill. Adm. Code 740 that include creating environmental sampling work plans and conducting site investigations inclusive of sampling, analyses and field screening measurements to characterize the nature, concentration and extent of contaminants of concern based on Recognized Environmental Conditions (RECs) identified in the Phase I Environmental Site Assessment. Reporting generated during this task shall be subject to senior level technical review for technical accuracy and completeness.

c. Under the supervision of an Illinois licensed Professional Engineer, preparation of Remediation Objectives Report/Remedial Action Plan (ROR/RAP) in accordance with 35 Ill. Adm. Code 740 and 742. The RO Report would detail the proposed remediation objectives for the remediation site. The RAP would describe the proposed remediation strategy and evaluate its ability and effectiveness to achieve the remediation objectives proposed for the remediation site. Reporting generated during this task shall be subject to senior level technical review for technical accuracy and completeness.

d. Generate detailed remediation plans to manage identified environmental conditions in accordance with proposed development/redevelopment plans and prepare construction project documents for proposed remedial action.

e. Respond to PBC and IEPA comments to reviewed and submitted documents as appropriate.

f. Pay IEPA SRP Fees on behalf of PBC. These costs are reimbursed through subsequent Consultants invoices to PBC.

g. Prepare a Remedial Action Completion Report (RACR) to document the completed remedial action and would demonstrate compliance with IEPA approved remediation objectives. Reporting generated during this task shall be subject to senior level technical review for technical accuracy and completeness.

h. Coordinate with IEPA to obtain a draft and final No Further Remediation letter on behalf of the PBC. Assist the PBC in appropriately recording the No Further Remediation Letter.

3. IEPA Leaking Underground Storage Tank Program Management: The Consultant must be able to conduct the necessary work to secure a No Further Remediation (NFR) letter, which could include, but not limited to the following scope:

a. Provide assistance with UST removal contractor coordination and management for UST removal activities.

b. Provide oversight of UST removal activities in accordance with applicable City of Chicago Department of Public Health (CDPH)/Office of the State Fire Marshall (OSFM) regulatory and permit requirements.

c. Prepare 20-Day Certification and 45-Day Report, as necessary, in accordance with 35 Ill. Adm. Code 734, for identified leaking USTs. Reporting generated during this task shall be subject to senior level technical review for technical accuracy and completeness.

d. Conduct Stage 1, Stage 2, and Stage 3 site investigations in accordance with 35 IAC 734 to delineate impact from identified leaking USTs.

e. Under the supervision of an Illinois licensed Professional Engineer, preparation of Site Investigation Completion Report (SICR) and Corrective Action Plan (CAP) in accordance with 35 Ill. Adm. Code 734 and 742.

f. Generate detailed corrective action plans to manage identified environmental conditions in accordance with proposed development/redevelopment plans and prepare construction project documents for proposed corrective action.

g. Respond to PBC and IEPA comments to reviewed and submitted documents as appropriate.

h. Prepare a Corrective Action Completion Report (CACR) to document the completed corrective action and would demonstrate compliance with IEPA approved remediation objectives. Reporting generated during this task shall be subject to senior level technical review for technical accuracy and completeness.

i. Coordinate with IEPA to obtain a draft and final No Further Remediation letter on behalf of the PBC. Assist the PBC in appropriately recording the No Further Remediation Letter.

4. Environmental Coordination and Management during Project Design: The Consultant would work with the PBC PM and assigned consultants throughout the design of the proposed building and site to ensure that all design documents provide scope in accordance with applicable local, state, and federal regulations.

The Consultant would provide a key point of contact to coordinate all environmental design work for each PBC project. The Consultant's point of contact would review and comprehend existing Phase I and Phase II Environmental Site Assessments, surveys and previous work performed, and would be able to provide a detailed understanding of current environmental site conditions to PBC PMs and PBC assigned consultants (i.e. Architectural Firm and project team.) This individual would also provide detailed summaries of existing environmental conditions of PBC or client owned properties. These properties undergo transformation from their existing site conditions to newly constructed public facilities with adjoining features, including parking lots, green space, fountains, plazas, sidewalks, playgrounds, etc.

5. Bid Package Generation

a. Preparation of Drawings and Specifications: The Consultant would work closely with PBC Design PM's and assigned consultants to identify environmental site conditions, incorporate cost effective site remediation strategies as part of the design (if necessary), develop soil management, and/or disposal strategies that comply with current regulations. The Consultant would need to be able to ensure that the earthwork/soil management plans and specifications provide a clear line of responsibility and work procedures for both the Site Preparation and Building Construction Phases. The Consultant would also prepare or modify existing project specifications related to soil and water management that clearly identify the future site preparation and construction contractor obligations. These specifications should also ensure that the Contractor's environmental scope of work complies with the local, state and federal regulations and that their performances of such activities are a measure for payment.

The Consultant would ensure that the earthwork and soil management specifications and plans anticipate potential challenges such as discovery of footings, foundations, slabs, concrete, mixed fill, underground storage tanks, hydraulic lifts, etc., in order to minimize delays during construction. Using this information and the future design elements on the site, prepare complete earthwork/soil management documents/drawings for the work including Site Preparation and the Building Construction. These drawings would be generated using the PBC's Environmental Design Guidelines. Typically, the Consultant creates five total drafts of the environmental drawings for the purposes of this proposal (Site Preparation - 100%; Construction Documents – Design Deliverables, 60%, 90% and Bid Set).

For projects in the IEPA SRP, the Consultant would provide cost effective and green remediation options for site remediation and the installation of engineered barriers that are realistic and incorporate designs concurrent with IEPA cleanup objectives. Remediation design would be performed in accordance with Title 35 Ill. Adm. Code 740 and 742.

The Consultant would use PBC template specifications to modify for each project which include the management of uncontaminated material or contaminated soil on and off the site, controlling and managing storm and groundwater, dust control, underground storage tank removal, etc.

b. Design Meeting Participation: The Consultant would attend meetings as directed by the PBC and discuss environmental matters relative to the project. These meetings typically include but are not limited to:

i. Environmental Design Kick-Off Meeting

ii. Bi-Weekly Design Meetings

iii. Design Phase Utility Coordination Site Visit

iv. Design Milestone Meetings (60%, 90% and 100% set)

v. Design to Construction Meeting

c. Bid Meeting Participation: The Consultant would attend meetings relative to providing environmental design information throughout the bidding process including:

i. Pre-Bid

ii. Technical Review

iii. Construction Pre-Installation Meeting

d. Meeting Minutes: The Consultant would prepare meeting minutes for all environmental related meetings and provide the meeting minutes in a draft copy for PBC review and comment.

e. Bid Package Coordination: The Consultant would coordinate the development of all environmental bid documents with the Architect of Record and their project team including but not limited to the landscape, geotechnical, structural, and civil engineering professionals (the PBC has template specifications that can be modified for this task). The Consultant reviews all specifications generated by the AOR team related to backfill, earthwork, utilities, and landscaping for language continuity among all specification sets with an emphasis on language dealing with the management and/or remediation of environmentally impacted media or special soil management requirements.

6. Environmental Grant Administration: The Consultant would provide grant administration services, at the direction of the PBC, including, but not limited to:

a. Preparing grant applications

b. Generating environmental estimates as requested

c. Preparing grant reporting as required by the specific grant type

d. Meeting preparation and presentations to grant administrators

e. Preparing presentations for public meetings as well as community relations plans

f. Seeking out information requested, and filling forms required by the grant

Category C. Construction Phase Environmental Oversight Services

1. Contract Administration: The Consultant would provide contract administration activities to ensure all environmental site work is performed in accordance with the project design and specifications as well as in accordance with local, state, and federal environmental regulations.

2. Environmental Submittal Approvals: The Consultant would provide review, comment and approval on Contractor submittals related to environmental remediation work. The Consultant would be expected to review submittals related to the management of soil, storm, and groundwater on and off site; soil stockpiling; dust suppression, etc. The Consultant would review and collect copies of all trucking manifests concerning disposal of all materials and imported material documentation for compliance with project specifications.

3. Remediation and Soil Management Oversight: The Consultant would provide on-site environmental oversight as required throughout environmental remediation and soil management activities including, but not limited to, the excavation of contaminated soil and backfilling of materials (i.e. clay, topsoil, clean stone, etc.). Compile all load tickets, gate receipts, waste manifests, disposal records, analytical data, permits, field logs, photographs, and survey information from Contractor for inclusion in the final reporting and for PBC and client as directed.

4. Underground Storage Tank Management: The Consultant would provide Underground Storage Tank Management Services to assist the Contractors to remove underground storage tanks from PBC sites. See item B.3 for task related activities.

5. Field Meetings Related to Environmental Matters: The Consultant would attend project coordination and weekly meetings, via remote access, at PBC offices, or on the project site as required.

6. Soil Management and Environmental Remediation Report Generation: The Consultant would prepare weekly and bi-weekly environmental reports as well as a final soil management and remediation report as required by the PBC. The Consultant would provide a written summary of field activities, summary of any survey or other field measurements as well as photo-documentation of all soil-related activities. Soil related activities

include but are not limited to: uncontaminated soil reuse, uncontaminated soil disposal, contaminated soil disposal, imported fill material backfill and landscape installation, and engineered barrier placement.

7. Environmental Engineering and Remediation Tasks as requested by the PBC: The Consultant would perform environmental engineering tasks as requested by the PBC including but not limited to: environmental technical review; soil remediation; underground storage tank removal; public speaking; etc.as necessary to meet project and regulatory requirements.

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

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

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

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

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

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

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

C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

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

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

C.3 METHOD OF PAYMENT

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

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

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

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AECOM Technical Services, Inc.
LOADED HOURLY RATES - ENVIRONMENTAL CONSULTING SERVICES
ENVIRONMENTAL ENGINEERING SERVICES - PS3080B

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

	Job Title	Unit		Hourly Rates
Phase I and II Environmental Assessments/Design and Construction Management				
A	Principal	Per Hour	$	200.00
B	Environmental Engineer P.E.	Per Hour	$	150.00
C	Environmental Engineer	Per Hour	$	120.00
D	Geologist/Hydrologist	Per Hour	$	125.00
E	Certified Industrial Hygienist	Per Hour	$	140.00
F	Environmental Scientist	Per Hour	$	110.00
G	Building Inspector (Hazardous Waste)	Per Hour	$	100.00
H	Chemist	Per Hour	$	90.00
I	Environmental Communications Specialist	Per Hour	$	90.00
J	Project Manager	Per Hour	$	140.00
K	Senior Project Manager	Per Hour	$	165.00
L	Environmental Technician	Per Hour	$	90.00
M	Clerical/Administrative Staff	Per Hour	$	65.00
N	Drafting Technician	Per Hour	$	80.00
O	Civil Engineer	Per Hour	$	145.00
P	Senior Environmental Technician/Environmental Construction Management	Per Hour	$	135.00
Q	Senior Environmental Engineer	Per Hour	$	135.00
R	Senior Environmental Engineer, P.E.	Per Hour	$	175.00
Environmental Design Services				
A	Environmental Engineer P.E.	Per Hour	$	150.00
B	CAD Specialist	Per Hour	$	100.00
C	Drafting Technician	Per Hour	$	80.00
D	Clerical/Administrative Staff	Per Hour	$	65.00
E	Engineer	Per Hour	$	120.00
F	Project Manager	Per Hour	$	140.00
G	Senior Project Manager	Per Hour	$	165.00
H	Senior Environmental Engineer P.E.	Per Hour	$	175.00

SCHEDULE D
INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include 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.

If tank removal or excavation is to be performed, the contractor must include the following additional coverage: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability.

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

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission must be named as Additional Insured on a primary, non-contributory basis.

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 any professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $2,000,000. 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, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.
Subcontractors performing work for Contractor must maintain limits of not less than $1,000,000 per occurrence with the same terms herein.

D.1.5 Property

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

D.1.6 Valuable Papers

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

D.1.7 Contractors Pollution Liability

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

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

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

D.1.8 Railroad Protective Liability

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

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

D.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance 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): 05/17/2024

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

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

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com

CN101348564-STND-GAUE-24-25 Chicag GLALP 02 2021

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property & Casualty Insurance Co.	20699
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AECOM Technical Services, Inc.
303 E. Wacker Dr., Suite 1400
Chicago, IL 60601

COVERAGES **CERTIFICATE NUMBER:** LOS-002117399-28 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDO G47343045	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H1073888A	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			XEU G46880043 007	04/01/2024	04/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C50718748 (AOS) SCF C50718852 (WI Retro)	04/01/2024 04/01/2024	04/01/2025 04/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2024	04/01/2025	Per Claim/Agg Defense Included	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Professional Services Agreement, Environmental Services, AECOM PN 04192170.2046

The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners are named as additional insureds for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and WC. Contractual Liability is included in the General Liability coverage.

CERTIFICATE HOLDER

Public Building Commission of Chicago
James Borkman, Procurement Coordinator
Richard J. Daley Center, Room 200
50 W. Washington St
Chicago, IL 60602

APPROVED
JLB
12/16/2024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

COI_AECOM_PS3080B_EnviroEngSvcs_20250401

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AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services	**NAMED INSURED** AECOM Technical Services, Inc. 303 E. Wacker Dr., Suite 1400 Chicago, IL 60601
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Contractors Pollution Liability
Carrier: AIG Specialty Insurance Company, NAIC #26883
Policy #: CPL 1814870
Policy Term: 04/01/2024 – 04/01/2025
"Claims Made," Defense Included, Limit: $2,000,000

If the insurer for the Workers Compensation policy cancels its policy for any reason other than for non-payment of premium, the insurer will provide 30 days notice of cancellation to those Certificate Holders that require it by written contract. Umbrella or Excess policies will not be utilized until the full primary policy coverage or retained limit has been exceeded.

COI_AECOM_PS3080B_EnviroEngSvcs_20250401

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SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

B. Key Personnel, Resumes and Applicable Licenses

Table 1: Experience of Key Personnel

AECOM Staff	Years with Current Firm	Years in Environmental Industry	Experience in Category A	Experience in Category B	Experience in Category C	10 years' experience in IEPA SRP project management	7 years' experience in managing leaking underground storage tanks in Illinois	Owners Representative Services Experience	Environmental Grant Administration Experience	QA/QC Technical Review
Brewer, Chris	28	29							◆	
Dull, Tim, PE*	32	35	◆	◆	◆	◆		◆		◆
Ebihara, Tat, PhD, PE	9	31	◆	◆	◆	◆		◆		◆
Flanagan, Shannon, PE, LEED AP	12	16	◆	◆	◆			◆	◆	◆
Foley, Erica, PE	12	12	◆	◆	◆			◆		◆
Gohr, Dorian, PG	12	19	◆	◆	◆	◆	◆	◆		◆
He, Sai, PE	10	10	◆	◆	◆					
Horst, Toni	22	12	◆						◆	
Kasner, Dennis (2IM)	2	31	◆	◆	◆	◆	◆	◆	◆	◆
Kubicek, Jennifer	20	22	◆	◆	◆					◆
Laub, Matt	19	23	◆	◆	◆	◆	◆	◆		
Laube, Steven, PE*	19	25	◆	◆	◆	◆	◆	◆		◆
MacKay, Randy, PG	25	32	◆	◆	◆	◆	◆	◆		◆
Sklar, Paul, PG	20	35	◆					◆		◆
Taghap, Hillary	12	15	◆	◆	◆					
Verkoulen, Larry	34	34	◆	◆	◆			◆		◆
Walker, Rhonda, PE	24	18	◆	◆	◆				◆	

** Illinois Licensed Professional Engineer with over fifteen (15) years of experience in conducting environmental planning, design, and construction oversight services.*

Chris Brewer

Vice President, Economics + Advisory

Education
MS, Resource Economics, University of New Hampshire, 1993
BS, International Relations and Economic Development, Drake University, 2001

Years of Experience
With AECOM: 28
With Other Firms: 1

Training and Certifications
N/A

Licenses/Registrations
N/A

Professional Affiliations
Urban Land Institute

Summary
Mr. Brewer has 28 years of experience evaluating planning, zoning, market, financial and policy aspects of real estate development. His practice has focused on reuse of urban brownfield sites and closed military bases, financial and market evaluations of downtown retail and apartment markets, financial analysis of adaptive reuse projects, convention centers and arenas, and university linked neighborhood revitalization strategies, with many projects funded by the Economic Development Administration (EDA). His consulting projects have always started with the quantitative basics, review of demographic and economic indicators, freight transportation metrics, and real estate market data to place a project or location in context. These tools are used in support of market and financial studies, cost benefit analyses, and environmental/socioeconomic impact assessments.

Project Experience

Indianapolis Department of Metropolitan Development, Indy FastTrack Industrial Development Strategic Plan, Indianapolis, IN. Project Manager for the Indy FastTrack effort, which focused in part on a reuse strategy for four former automotive sites, formerly used by GM, Ford and Chrysler. The effort included stakeholder engagement, as well as analysis of industrial land use and real estate trends for each site. The analysis focused on the broader question of the health of industrial districts across Marion County. Information on industrial building vacancy was mapped in GIS along with information on clusters of manufacturing employment. The final report explored industrial land use connections to rail lines operated by CSX, Indiana Railroad and Norfolk Southern. The study was funded by an EDA grant, and part of the scope included monthly progress reporting to EDA on the status of the effort.

Detroit Economic Growth Corporation and City of Detroit, Strategic Plan for the Mt. Elliot Employment District, Detroit, MI. Project Manager engaged by the Detroit Economic Growth Corporation and the City of Detroit to complete a master plan and revitalization strategy for the Mt. Elliott Employment District, a larger industrial area just beyond downtown Detroit. While this district had seen significant disinvestment, it also remained the single largest cluster of U.S. auto production, with three assembly plants producing more than 800,000 cars per year and supporting more than 20,000 total manufacturing jobs. The analysis identified opportunities to reinvest in district infrastructure and sites for industrial development. Critical to the effort were stakeholder meetings with trucking companies and Class 1 Railroads, supported by analysis of connections between freight modes and industrial buildings. The study evaluated how to increase district intermodal capacity. The study was funded by an EDA grant, and part of the scope included monthly progress reporting to EDA on the status of the effort.

Region 1 & Region 4 Planning & Development Councils, Roadmaps to Economic Recovery, WV. Project Director. Project Director. Chris supported development of "roadmaps" for post-pandemic economic recovery, diversification, and resilience for two planning & development councils (PDCs) in Southern West Virginia. A Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis was

conducted, along with comprehensive stakeholder engagement to understand pre- and post-pandemic economic challenges and opportunities for economic resilience against future shocks and stresses, including natural disasters. Strategies, organizational leaders, and funding sources for improving quality of life, and diversifying the economy. Given the impacts of Covid, the analysis specifically considered levels of broadband access across the two study areas and evaluated how the local economy's reliance on coal extraction has evolved since 2010. The project was funded through CARES Act support through U.S. EDA.

St. Louis Economic Development Partnership, Advanced Manufacturing Innovation Center (AMIC) Strategy, St. Louis, MO. Project Manager. Chris was engaged by the Partnership to prepare a master plan and financial sustainability strategy to establish an AMIC, with the clear intent being a facility that can become the hub of leadership and programming for manufacturing innovation. The effort focused on answers to what does industry need; at what do the regions industries excel, and who is the Champion? The study identified regional capacity in advanced manufacturing, linked with big data, advanced materials and additive manufacturing, and identified need for an innovation center anchored by a public private partnership.

St. Louis County Economic Council and the State of Missouri, Chrysler Assembly Plant Reuse Strategy, St. Louis, MO. Project Manager. Chris evaluated the economic and fiscal impacts associated with the 2009 closure of Chrysler's two vehicle assembly plants located in suburban St. Louis. The study, funded by a grant from U.S. EDA, also identified strategies for how the St. Louis region can respond economically to the collapse of the vehicle assembly sector, which had lost more than 20,000 jobs since 1997. The analysis demonstrated that economic damage resulting from the loss of Chrysler has been extensive. Recommendations focused on strategies relating to the organization of regional economic and workforce development, as well as priority sectors and clusters.

Citizen's Energy, Former Coke/Manufactured Gas Plant Reuse Study Phase 1 and 2, Indianapolis, IN. Project Manager. Chris served as project manager for the Stage 1 market assessment for the 140-acre former coke and manufactured gas plant on the southeast side of Indianapolis. Following demolition, Citizens took advantage of EDA funding to establish a redevelopment plan for the site as well as neighborhood plan for the surrounding communities. Economic, demographic and real estate market conditions were evaluated to determine supportable residential, industrial and commercial uses as well as target industry clusters. Stage 2 work was completed with Indianapolis-based REA, and included market and financial analysis, and development of phasing options. The effort was funded by a grant from the EDA.

Timothy Dull, PE
Engineering Manager

Education
MS, Civil and Environmental Engineering, University of Wisconsin-Madison, 1991
BS, Civil Engineering, Valparaiso University, 1988

Years of Experience
With AECOM: 31
With Other Firms: 4

Training and Certifications
Site Supervisor Training
Certified Project Manager

Licenses/Registrations
Professional Engineer, Illinois #062.048470, Indiana #10707629

Professional Affiliations
American Society of Civil Engineers
National Water Well Association
Water Environment Federation

Summary
Mr. Dull is a senior project manager and licensed professional engineer with over 30 years of experience specializing in soil and groundwater remediation, primarily in Illinois and Indiana. Mr. Dull's experience includes remedial investigations, remedial designs, and long-term strategic planning for remediation sites. Mr. Dull's current work includes addressing technical issues related to remedial actions at voluntary remediation, Resource Conservation and Recovery Act (RCRA) corrective action and consent decree sites. Mr. Dull is a certified project manager and has been managing projects for over 20 years. Mr. Dull's strength is managing environmental projects to completion within budget and on schedule.

Project Experience

Confidential Petrochemical Company, Various Sites in Illinois and Indiana. Project manager for the investigation of per- and polyfluoroalkyl substances (PFAS) in soil and groundwater at various sites in Illinois and Indiana with the goal of identifying the source of PFAS and evaluating the potential environmental liability of PFAS.

Chicago Department of Aviation (CDA), O'Hare and Midway Airports, Chicago, IL. Project Manager for the development of a RCRA Facility Assessment (RFA) to document the potential presence of PFAS in the environment for Chicago O'Hare International Airport (O'Hare) and Chicago Midway International Airport (Midway). The scope of this RFA included reviewing historical procurement records for foam products that contain PFAS, summarizing historical documents related to PFAS, summarizing the results of interviews and record reviews with CDA employees, reviewing and documenting well records and well water use restrictions at the airports and the neighboring communities, inspecting suspected release sites, current storage facilities and nearby waterways, and providing a summary of recommended next steps, including best management practices.

Confidential Chemical Company, Waukegan, IL. Project manager for the environmental components of an emergency response effort. Managed and coordinated the site investigation, reporting and site closure documentation; Focused Site Investigation Report, Remediation Objectives Report, Remedial Action Plan, Remedial Action Completion Report.

Confidential Metals Manufacturing Company, Southeast Side Site, Chicago, IL. Project manager for the remediation of residential properties on the southeast side of the Chicago, IL. The project included delineation of soil contamination, procuring a remediation contractor, excavation and disposal of contaminated soil, and backfilling with clean soil.

Premcor, Former Refinery, Suburban Chicago, IL. Project manager and co-author of a Feasibility Study for State Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site. Managed the development of technical impracticability arguments for light non-aqueous phase liquid (LNAPL) remediation sites. Managed interim groundwater monitoring program, which includes annual groundwater sampling and reporting.

Confidential Chlorinated Site, IL. Project Manager. Managed the pilot test of soil vapor extraction and sub-slab depressurization systems. Managed the

design of a combined soil vapor extraction and sub-slab depressurization system.

Orica Nitrogen, LLC, Seneca, IL. Principal Environmental Engineer/Project Manager. Managed the development of a request for proposal and the selection of an excavation contractor. Managed the excavation and disposal of 1,800 cubic yards of hazardous and non-hazardous soil. Developed the Remedial Action Completion Report for submittal to Illinois Environmental Protection Agency (EPA); Final No Further Remediation Letter was received from Illinois EPA under the Site Remediation Program.

LyondellBasell, Tuscola, IL. Principal Environmental Engineer/Project Manager. Prepared design of improvements to an industrial landfill, including a new clay cap, a French drain, and two lift stations. Managed the construction of the landfill improvements to complete work on an accelerated schedule. Managed the construction oversight of improvements to an on-site wastewater treatment plant.

Gary/Chicago International Airport, Gary, IN. Principal Environmental Engineer/Project Manager. Managed the excavation and disposal of over 10,000 cubic yards of impacted soil. Managed the development of a groundwater characterization work plan. Managed and co-authored the development of a surface water management plan to evaluate the discharge of groundwater to surface water bodies in the area. Managed and co-authored the development of a Storm Water Pollution Prevention Plan for the Airport. Developed technical memorandum that demonstrated an effective monitored natural attenuation approach to addressing groundwater impacts. All reports/memos submitted to Indiana Department of Environmental Management and USEPA Region V for review and approval. Prepared a bid package for and managed the remediation of contaminated soil by an excavation and transportation contractor.

Former Wood River Refinery-BP, Wood River, IL. Principal Environmental Engineer/Project Manager. Prepared root cause analysis of a pipeline rupture from a hydrocarbon recovery system. Led root cause investigation of a wastewater compliance issue for a pre-treatment system. Managed a contaminant fate and transport modelling project to support the selection of a remedy as part of a focused feasibility study. Conducted REMFuel modelling to predict the fate and transport of benzene from an LNAPL body. Investigated and designed a remedy for oily wastewater treatment system. Designed and managed the construction of a new groundwater hydraulic control system in an existing production well. Chaired the Remediation Optimization Committee that reviewed remediation system performance, identified opportunities for improvement, and recommended adjustments to optimize performance. Designed and implemented several pilot remediation systems including an air sparge/soil vapor extraction system and sulfate addition system. Coordinated the integrity management system to ensure that remediation systems were operating safely and in accordance with BP guidelines. Project manager for design and installation of dual pump groundwater recovery wells.

Whiting Refinery-BP, Whiting, IN. Principal Environmental Engineer/Project Manager. Led and prepared root cause analysis of free product release from above ground tank. Managed the subsurface investigation to support the development of site conceptual models. Managed a biosparge pilot test to remediate impacted groundwater. Designed an evaluation program for a passive barrier system that utilized white rot fungi for the remediation of hydrocarbon. Project manager for design of vertical recovery well system.

Gary Works RCRA Facility Investigation- U.S. Steel, Gary, IN. Principal Environmental Engineer/Project Manager. Designed a 12-well groundwater extraction system to contain groundwater contamination. Designed a recirculation well remediation system for a large benzene plume. Developed an LNAPL removal and management program. Project Manager for the Phase 1 RCRA Investigation of U. S. Steel's Coke Plant and Sheet and Tin Mill. Managed the closure of an underground storage tank site at U. S. Steel's property in Portage, IN.

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
062.048470

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

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER

TIMOTHY C DULL
TIM DULL
1116 WESLEY AVE
OAK PARK, IL 60304

MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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Department of Financial and Professional Regulation
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LICENSED PROFESSIONAL ENGINEER

TIMOTHY C DULL

EXPIRES:
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ACTING DIRECTOR

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Tat Ebihara, PhD, PE

Senior Technical Leader

Education
PhD, Environmental Engineering, University of Cincinnati, 1999
MS, Civil and Environmental Engineering, University of Wisconsin, 1988
BS, Chemical Engineering, University of Cincinnati, 1986

Years of Experience
With AECOM: 10
With Other Firms: 21

Training and Certifications
N/A

Licenses/Registrations
Professional Engineer, Illinois #062.060972
New York, #070431

Professional Affiliations
American Chemical Society
American Society of Civil Engineers
Water Environment Federation

Summary
Mr. Ebihara is a senior technical leader in the Chicago office with 30 years of industrial sector experience in program management, site remediation, water treatment, wastewater treatment, and environmental compliance. His leadership skills include client-focused engineering implementation, regulatory strategy development, project management, quality review, project scope definition, engineering design, feasibility studies, and cost evaluation. His primary area of technological expertise includes remedial operations engineering and optimization.

Project Experience

Midco Remedial Corporation, CERCLA Soil Remedy Design and Construction; Midco I and II Sites, Gary, IN. Project manager for final remedy detailed design, and final construction under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) program. Developed final closure strategy for soil and groundwater remediation and obtained approval by U.S. Environmental Protection Agency (EPA) Region 5. Authored detailed final design plans, specifications, and managed a $4 million final construction project. Project included in situ chemical oxidation, 14-acre geomembrane final cover, 2-acre sediment cap, and stormwater management facilities construction. Obtained U.S. EPA approval of final completed construction.

Johns Manville, CERCLA Remedial Design and Construction Support for Industrial Sediments; Waukegan, IL. Project manager for detailed design plans, regulatory negotiation, and final closure of a 22-acre industrial canal system at the former manufacturing facility. The work plan included detailed design plans and specifications for a subaqueous geotextile and sand sediment cap remedy for asbestos-containing sludge. Final closure was approved by the U.S. EPA.

Midco Remedial Corporation, Air Sparge Design-Build-Operate; Midco II Site, Gary, IN. Project manager for an air sparge system expansion for a CERCLA Remedial Action site in U.S. EPA Region 5. Developed a focused investigation plan, detailed design, construction, and optimization of a 24-well, 500-cubic feet per minute air sparge expansion to address chlorinated volatile organic compounds in groundwater. The system was approved, designed and constructed within a five-month period. Completion and decommissioning approved by U.S. EPA.

Johns Manville, CERCLA Short-Term Removal Action; Waukegan, IL. Project manager for construction support project for utility and road rights-of-way in northern Illinois. Coordinated a field investigation with over 250 test pits/borings and an engineering evaluation of remedial alternatives. Obtained regulatory approval of the final Removal Action Work Plan including soil excavation and installation of an engineered barrier. Provided remedial construction support, regulatory negotiation support, and technical coordination with five utility owners impacted by construction activities.

Johns Manville, Remedial Action Work Plan and Construction Support for 109-Acre Former Manufacturing Facility; Waukegan, IL. Project manager for construction support, and final closure approval by the Illinois EPA Site Remediation Program (SRP) to address site-wide asbestos contamination, and volatile organic compounds in soil and groundwater. Remedial technologies included soil excavation, on-site consolidation, and an engineered barrier. A No-further remediation (NFR) letter was approved by the State of Illinois and recorded with the property.

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
062.060972

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EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER

TATSUJI EBIHARA
150 W WINDSOR AVE
LOMBARD, IL 60148

MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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16480069

Shannon Flanagan, PE, LEED AP

Environmental Engineer, Brownfield Strategic Technical Lead

Education
MA, Math Education, City College of City University of New York, 2007
BS, Civil Engineering, Santa Clara University - Santa Clara, 2005

Years of Experience
With AECOM: 12
With Other Firms: 4

Training and Certifications
LEED Accredited Professional in Building Design and Construction
OSHA 40-Hour HAZWOPER
OSHA 8-Hour HAZWOPER Supervisor Training
OSHA 10-Hour Construction Industry Health and Safety Training Program

Licenses/Registrations
Professional Engineer, Illinois #062.065514

Professional Affiliations
Engineers Without Borders
U.S. Green Building Council
Society of American Military Engineers (SAME)
American Society of Civil Engineers (ASCE)

Summary
Ms. Flanagan is based in Chicago and brings fifteen years of engineer design, management, construction, safety and field experience in environmental site characterization and remediation projects. Her experience includes Phase I environmental site assessments, site investigations, remediation design and construction, safety management, regulatory compliance, Brownfield grant and project implementation, demolition, site closure, data evaluation and reporting for operation and maintenance of soil vapor and groundwater remediation systems, remediation oversight, construction management, air monitoring, and waste characterization. Ms. Flanagan is AECOM's Brownfield Strategic Technical Lead and coordinates the Brownfield Technical Practice Group which serves clients who seek to advance projects on sites burdened with contamination from environmental investigation and remediation through redevelopment.

Project Experience

City of Chicago, Department of Assets, Information and Services (AIS), 1807-1815 N. Kimball Avenue Brownfield Project, Chicago, IL. Project Manager, Engineer and Remedial Design Lead to complete the Brownfield remediation of the 0.4-acre property in the City of Chicago in preparation for intended redevelopment into a park connecting into the 606 trail. Ms. Flanagan led the preparation of a brownfield grant application resulting in a $500,000 U.S. Environmental Protection Agency (EPA) Brownfield grant, supported the City with community engagement including presenting at public meetings, completed the remedial alternatives analyses, designed and conducted the site investigation, developed remedial cost estimates, developed engineering drawings and specifications to remediate trichloroethene that exceeds the soil saturation (Csat) levels, and provided regulatory reporting and communications.

Confidential Client, CERCLA Remediation of Soil and Groundwater Northwest IN. Project Manager, Engineer and Construction Manager. Remediation design and implementation for two Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Remedial Action sites. Provided management and remedial construction oversight of the soil remedy including soil stabilization, final cover and drainage feature installation, and topsoil/vegetation and maintenance. Assisted in the justification for termination of a groundwater extraction and treatment remedy and development of the revised remedy which included development of site-specific background groundwater concentrations, focused in-situ chemical oxidation, and monitored natural attenuation. Implementation of institutional controls including securing deed restrictions and access agreements.

New Mexico Environmental Department, Fort Bayard Brownfield Clean-up, Village of Santa

Clara, NM. Brownfield Task Manager and Engineer to lead Brownfield Cleanup Planning document preparation associated with assessing environmental conditions and evaluating remedial alternatives in support of remediation and planned rehabilitation of the subject properties for use as offices for the U.S. Forest Service (USFS), benefiting USFS and the surrounding community. Tasks included advising on Brownfield project and preparation of documents including the community relations plan and Analysis of Brownfield Cleanup Alternatives (ABCA).

Chicago Joint Public Safety Training Campus (JPSTC), Chicago IL. Environmental Task Manager and Engineer to conduct environmental investigation, contaminated soil management, and reporting associated with this AECOM led design build project. The design team spearheaded by AECOM's public safety specialists surveyed the City of Chicago's existing joint public safety training assets in the generation of a citywide training masterplan which established the initial program for the JPSTC. End user and community engagement allowed the team to understand shared goals for the project. These goals assisted in designing and organizing the 32 acres site to maximize use and engage the streetscape. Our design has become a catalyst for development along the Chicago Avenue corridor as it accounted for three future buildings, two restaurants and a Boys and Girls Club. The final design was approved by the Mayor's Office, the Department of Planning and Development, the end users, and the local neighborhood residents. The project progressed ahead of schedule, below the $85M project budget and on target to achieve a LEED Gold Certification.

Johns Manville, CERCLA Remediation, Waukegan, IL. Engineer. CERCLA remediation at an approximately 300-acre property contaminated with approximately three million cubic yards of off-specification products and wastewater sludge, containing asbestos. Ms. Flanagan's responsibilities included supporting the remedial design of engineered barrier, clean corridor sampling plan and implementation, permitting negotiations with state and local agencies, construction oversight, and mitigation of approximately four acres of wetlands.

Canadian National, Operation & Maintenance for Pump and Treat System, Thompsonville, IL. Engineer responsible for support of ongoing system operation and maintenance including hazardous waste and air emissions management and recordkeeping, characterization and disposal of spent media, co-ordination of groundwater sampling events, analyzing groundwater sampling results, and reporting. Assist with design and implementation of system upgrades. Assist with system waste profiling and preparation of annual hazardous waste reporting to Illinois EPA.

Peoples Gas and Light (PGL), South Station/Eleanor Demolition Project, Chicago, IL. Project Manager. Demolition of a former single-story, approximately 40,000 square-foot warehouse/office building. The project included planning and permitting, demolition, air monitoring, and waste management including the identification and removal of 1,500 tons of waste for offsite recycling and disposal. Ms. Flanagan's responsibilities included project management, reporting, budget management, subcontractor coordination, and safety.

Confidential Power Client, Chicago North Demolition Project, Chicago, IL. Project Manager. Facility closure of a two- to three-story, 90,000-SF structure built in the 1930s. The project included decommissioning, demolition, air monitoring, and waste management tasks. Waste management was safely implemented by conducting a pre-demolition waste inventory, facility profiling, contaminated waste identification and removal and uncontaminated waste recycling and disposal. Ms. Flanagan's responsibilities included project management, reporting, budget management, subcontractor coordination, community meeting materials preparation, and safety.

New York University, New York, NY. Field environmental engineer during No. 6 fuel oil remediation. Responsibilities included daily interaction with clients, community boards, regulatory agencies and contractors; daily air monitoring using DustTRAK/personal DataRam particulate monitors and MiniRAE/ppbRAE photoionization detectors; data analysis and reporting; oversight of contaminated soil/groundwater; UST removal and in-place closure; soil vapor extraction system installation, start-up and maintenance; collection of post-remediation soil/groundwater samples and final engineering report preparation.

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
062.065514

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EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER

SHANNON PATRICIA FLANAGAN
3028 N KENMORE AVE APT CH
CHICAGO, IL 60657

MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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LICENSED PROFESSIONAL ENGINEER

SHANNON PATRICIA FLANAGAN

EXPIRES:
11/30/2023

MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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Erica Foley, PE

Environmental Engineer

Education
MS, Environmental Engineering and Science, University of Illinois at Urbana-Champaign, 2010
BS, Civil and Environmental Engineering, University of Illinois at Urbana-Champaign, 2009

Years of Experience
With AECOM: 13
With Other Firms: 0

Training/Certifications
OSHA HAZWOPER 40-Hour
OSHA HAZWOPER 8-Hour Refresher
HAZWOPER 8-Hour Site Supervisor
OSHA 10-Hour Construction Industry

Licenses/Registrations
Professional Engineer, Illinois #062.066133

Professional Affiliations
Society of Women Engineers, Membership Committee Member

Summary
Ms. Foley has over ten years of environmental consulting experience on projects related to site investigation, reporting under Illinois Tiered Approach to Corrective Action Objectives (TACO) and Indiana voluntary remediation program (VRP) and site remediation program (SRP), site remediation, reporting under Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) programs, environmental compliance, and operations, maintenance, and optimization of pump and treat groundwater remediation systems. She planned and performed work at an operational refinery for 5 years, resulting in a strong focus on safety and excellent risk identification and mitigation. She has experience scoping, budgeting, planning, executing soil and groundwater investigations, using site data to create conceptual site models and identify data gaps, and planning and executing site remediation activities. She has planned and performed a variety of field activities to collect data to build conceptual site models (CSMs) and has supported projects in their transition to digital data collection (in the field) and presentation (web-based, client-facing). In addition to her strong remediation experience, she has also worked on a number of compliance-related tasks, including Spill Prevention, Control, and Countermeasure (SPCC), Stormwater Pollution Prevention Plans (SWPPP), National Pollutant Discharge Elimination System (NPDES), drinking water compliance for non-transient non-community public water supplies, and annual air emission reporting. In addition to her role as project manager and project engineer, her detail-oriented approach makes her a sought-after quality control reviewer and led to the role of Quality Manager for the three AECOM offices in Illinois.

Project Experience

Confidential Client, Former Railroad Right of Way, IL. Lead engineer for a former railroad right of way enrolled in the Illinois SRP with ten sites. Prepared data gap investigation scope of work and applicable field work plan to support staff completing the work. Completed program reporting, including TACO Tier 1/2/3 evaluations, prepared remediation budget estimates and bid specification documents for remediation, and coordinated remediation activities with subcontractors and laboratory. Engaged with third party stakeholders including the City and current property owners. Received focused No Further Remediation (NFR) letters at 5 of the 10 sites, with activities ongoing at the remaining sites.

Confidential Client, Former Refinery, Suburban Chicago, IL. Project engineer at a former refinery enrolled in the Illinois CERCLA program. Prepared a feasibility study report submitted to the state agency, presenting remedial alternatives to remediate and close the site upon State approval. Supported data gap investigation planning and reporting to support detailed remedial alternatives in the feasibility study. Assisted with transition to digital field data collection.

Confidential Client, Site Investigation Project, IN. Project engineer managing phase 1 and phase 2 investigations on 5 potential purchase sites for a station. Planned, coordinated, and executed site

investigation tasks, including multiple rounds of soil and groundwater delineation sampling events. Completed reporting (Phase 1 and Phase 2) and assisted in preparation of recommendations for excavation, treatment, and health and safety protections for workers during construction activities.

Confidential MGP Client, Former Manufactured Gas Plant (MGP) Project, IN. Project engineer on a former MGP site in northwest Indiana enrolled in the Indiana VRP. Planned and executed source material delineation field activities including soil borings, soil gas sampling, and test pitting; completed a remedial options report evaluating each of the potential remediation activities; and wrote draft bid specifications for remediation activity options: excavation and, thermal remediation, permeable reactive barrier installation, and in situ soil stabilization. Supported evaluation of vapor intrusion pathway and data collection when requested by state agency after submittal of remedial options report.

Confidential Client, Leaking Underground Storage Tank (LUST) Portfolio, IL. Project engineer supporting ongoing correction actions at a portfolio of five LUST sites in Illinois. Responsible for data review and analysis, preparation of LUST reports, and making recommendations for next steps regarding moving through the LUST program.

Joint Venture Client, Confidential Project, IL. Project manager and lead engineer for this project to develop a waste characterization program document and a disposal and mitigation plan for construction projects at an Illinois airport that specifically addresses characterizing soils for per- and polyfluoroalkyl substances (PFAS), while navigating the unfolding regulatory landscape for PFAS in Illinois. Collaborated with construction managers to execute investigation and characterization activities for an initial investigation phase and ongoing waste generating activities.

Confidential Client, Chrome Plating Facility PFAS CSM, MO. Project engineer assisting in the preparation of a CSM at a chrome plating facility for per- and polyfluoroalkyl substances (PFAS) plume present at the site. Prepared a data gaps summary to guide further site investigation for PFAS delineation at the request of Missouri Division of Environmental Quality.

Oil & Gas Client, Remediation Management, RCRA Area Investigation, Whiting, IN. Project engineer for the RCRA site investigation at the lakefront property at a major oil refinery. Project included assimilation of site data collected since the early 1990s into a CSM, data gap analysis, and development and implementation of a work plan to fill data gaps. Field activities included environmental drilling and installation of monitoring wells in railroad, industrial facility, and beach locations; well development; sampling; testing; waste management activities; and completion of an investigation report.

Confidential Client, Annual Water Quality Assurance Program, Multiple Sites. Project Manager and Project Engineer who coordinated potable water sampling and reporting for eleven client facilities to satisfy internal client reporting program and state requirements for drinking water at the facilities. Assisted facility environmental managers with general drinking water compliance queries as well as facility data-specific questions.

Oil & Gas Client, Remediation Management, Operations and Maintenance Support for 22 Groundwater Remediation Systems, Whiting, IN. Project Engineer responsible for assisting in multiple aspects of operations and maintenance program for Remediation Management at an active refinery.

- *System Optimization Program*
  Developed a site-wide program to assess an existing system, determine area system remediation requirements, and improve system operations Implemented program at five site systems and oversaw implementation of improvements completed by contractors.
- *Document Management*
  Managed the library of system standard operating procedures (SOPs) and operations and maintenance manuals (OMMs), including annual updates. Managed and executed a full re-write with new content requirements of all documents.
- *System Fouling*
  Planned and executed characterization of well screen and pipe fouling of a recovery well system, including contractor oversight. Proposed an in-line drip system to prevent additional well screen fouling. Performed troubleshooting of non-operational flow meter and proposed alternative flow meter to prevent occurrence of fouling.

Dorian Gohr, PG
Geologist

Education
MS, Geology, Northern Illinois University, 2009
BS, Geology, Eastern Illinois University, 2001
BS, Geography, Eastern Illinois University, 2001

Years of Experience
With AECOM: 12
With Other Firms: 8

Training and Certifications
OSHA 40-Hour HAZWOPER
e-RAILSAFE

Licenses/Registrations
Licensed Professional Geologist, IL #196.001377, IN application submitted

Professional Affiliations
American Association of Petroleum Geologists

Summary
Ms. Gohr has 20 years of environmental consulting experience. Her extensive work in remedial investigations and environmental site assessments makes Ms. Gohr a sought after Geologist. Her experience includes investigation of recognized environmental conditions, including Leaking Underground Storage Tank (LUST) incidents and Phase II Environmental Site Assessments (ESAs), soil and groundwater investigation planning, field work completion and documentation; remediation system installation and sampling; geotechnical investigations, data management and evaluation, remediation completion reports and site closure. Ms. Gohr is a valuable resource providing support both in the office and the field.

As a senior geologist Ms. Gohr focuses on completing multiple assigned projects from various project managers and tracking progress against provided financial and time schedule requirements. Her work shows good organization, cooperative project management, subject knowledge, technical ability, leadership skills, health and safety compliance and the drive for continual improvement through education, training, peer review and additional experience.

Project Experience

Exelon Corporation, ComEd Compliance, Chicago, IL. Senior Geologist, performed:

- Geotechnical Investigations with bedrock coring and sampling at Substations and Transmission Lines– Nucor Steel-Bourbonnais, Diversey-Chicago, TSS-189 and Transmissions lines-Dekalb, Fiber Hut Sites-DCH10, DCH18,
- Soil Screening for Environmental/Construction Worker Safety – TSS-40, Evanston/Chicago, Wells/Wentworth, Melrose Park/Berwyn, North Avenue Feeder, Ohio Street Thorium
- Phase I ESAs – Nucor Steel-Bourbonnais, Diversey-Chicago, TSS-189-Dekalb
- Phase II ESAs – Nucor Steel-Bourbonnais, Diversey-Chicago, TSS-189-Dekalb, TSS-158 Streator North, DCG33 Dolton (SRP), DCG98 Chicago Heights
- Spoils Management – Nucor Steel SVC-Bourbonnais
- Demolition/Site Decommissioning - TSS-158 Streator North, DCG33 Dolton (SRP), DCG98 Chicago Heights

Illinois State Toll Highway Authority, Tri-State Corridor Project, IL. Senior Geologist, performed:

- Soil management determinations for contract 4265: Title D landfill hazardous/non-hazardous waste characterization determination and CCDD eligibility
- As part of the DCM team assist with review of the Phase II ESA work plans and soil management plans for all Tollway contracts prior to forwarding to Tollway for final approval
- Brainstorm procedure adjustments with Tollway environmental staff to establish variances from IDOT sampling protocol
- Phase II ESA soil sampling work plan for contract 4265
- Landfill gas migration assessment for a portion of contract 4265

- Tree survey and new easement assessment for contract 4265
- Draft soil sampling work plan reviews
- Draft soil management plan reviews

The Premcor Refining Group, Inc., Blue Island, IL. Senior Geologist, performed:

- Annual interim groundwater monitoring
- Background Metals Evaluation
- Multiple soil delineation investigations
- Annual reporting
- Treatability Study
- Feasibility Study
- Water well survey
- O&M support as needed

Sears Holding Corporation, Voluntary Site Remediation Project, Oak Brook, IL. Senior Geologist. Ms. Gohr's responsibilities included closure of the 1990 open LUST incident and enrolment of the site into the Illinois voluntary SRP, completion of focused site investigation activities including advancement of soil borings for site characterization and installation of groundwater monitoring wells for site characterization. Soil and groundwater samples were collected, and data was presented in a focused site investigation report (FSIR).

The data collected was subsequently used for preparation of the remedial objectives report (ROR), remediation action plan (RAP) and remedial action closure report in conjunction with enrolment and acceptance of the site into the Illinois voluntary SRP.

Proposed remedial objectives included calculating site specific Tier II values and/or excavation of all contaminated soils that exceeded site specific remediation objectives. SRP remediation put on hold due by Sears due to financial reasons

U.S. Army Corps of Engineers, McCook Reservoir Bedrock Groundwater Monitoring Well Installation, Development, Sampling and Hydraulic Conductivity Testing, Chicago, IL. Senior Geologist. Ms. Gohr's responsibilities included logging overburden and bedrock geology to depths of 400 feet below ground surface (ft bgs) from air rotary drilling cuttings, completion of boring logs and well construction diagrams, monitoring quality of well construction and meeting of specifications set forth in the project work plan, oversight of pump installation, programing and installation of level transducers, performing well development activities which include over-pumping and water quality evaluations for each well location, conduct hydraulic conductivity testing for each well and collect groundwater characterization samples.

BP, Wood River, Wood River, IL. Senior Geologist. Work included, but was not limited to:

- Comprehensive Land Reuse Investigation Reports
  - Confirm compliance with RCRA Part B permits
  - Investigation of all recognized environmental conditions
  - Evaluation of soil and groundwater analytical data
  - Evaluation of potential light non-aqueous phase liquid (LNAPL) in soils using shake tests and fingerprint analysis.
  - Create graphic soil boring logs
  - Create geologic cross sections
  - Review of Tier 1 and Tier 2 Risk Evaluations
  - Determine if/what additional remediation actions will be required to obtain closure for a particular area or parcel.
- Site Conceptual Exposure Models
  - Evaluation of a chemicals of concern (COCs) potential to leach to groundwater
  - Evaluation of COCs potential to migrate to groundwater
  - Identification of potential receptors
  - Evaluation of potential exposure routes
- Perched Groundwater Assessment and Monitoring
  - Perched groundwater monitoring
  - Evaluation of groundwater analytical trends
  - Evaluation of potential LNAPL on groundwater
  - Calculate groundwater flows and gradient

Ms. Gohr also performs fieldwork such as oversight of underground product piping removal activities, collection of environmental soil samples, low flow groundwater sampling, and field surveying using global positioning system equipment as needed.

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO:
196.001377

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

LICENSED
PROFESSIONAL GEOLOGIST

DORIAN E GOHR
6055 S NATOMA
CHICAGO, IL 60638

BRYAN SCHNEIDER
ACTING SECRETARY

JAY STEWART
DIRECTOR

The official status of this license can be verified at www.idfpr.com

9553430

Sai He, PE

Environmental Engineer

Education
MS, Civil & Environmental Engineering, Carnegie Mellon University, 2013
BS, Civil & Environmental Engineering, Hohai University, 2012

Years of Experience
With AECOM: 9
With Other Firms: <1

Training and Certifications
AECOM Provisionally Certified Project Manager
OSHA 40-Hour HAZWOPER

Licenses/Registrations
Professional Engineer, Michigan #6201065129
EIT Michigan 2013, #14237058

Professional Affiliations
American Society of Civil Engineers
Environmental & Water Resources Institute

Summary
Mr. He is an environmental engineer and project manager who mainly focuses on site remediation, water/wastewater treatment, groundwater/soil/vapor intrusion investigation, mathematical modeling in environmental engineering, and risk assessment. Sai's previous project experiences include Spill Prevention, Control, and Countermeasure (SPCC) and Stormwater Pollution Prevention Plan (SWPPP) support, National Pollutant Discharge Elimination System (NPDES) discharge permit-related support, building demolition, thermal remediation, vapor intrusion investigation, soil/groundwater/vapor sample collection, site remediation, and stormwater/groundwater treatment plant operation and maintenance (OM). His experience also encompasses project management, data analysis and management, engineering project investment planning and pricing, energy efficiency optimization, and environmental life cycle assessment projects.

Project Experience

Commonwealth Edison (ComEd), Stormwater Treatment Plant OM and NPDES Permit Sampling, Maywood, IL. Environmental Engineer and Project Manager. Performs site visits and updates site SPCC & SWPPP. Performs annual SWPPP inspection with the client and provide technical guidance as needed. Coordinates with the subcontractor to perform OM. Performs weekly OM, monthly sampling, and annual OM on two stormwater treatment plants. Performs routine OM work on the electroplating system and a transformer pit GAC system. Generates monthly discharge report and submit to the client. Oversees other OM work performed by subcontractors. Generates annual proposals, change orders, monthly cost projections, and invoice letters and submit them to the client.

ComEd, SPCC support for 8 fleet facilities, Illinois. Environmental Engineer and PM. Performs site visits to capture site feature changes and provide technical guidance for prevention measures. Trains the new engineer for SPCC site walks and plan updates. Project management support including final review of the plan. Coordinates with the client for schedule, proposal/change order efforts, and project invoicing and budgeting.

Chicago Department of Aviation, SWPPP Update and Inspection for the O'Hare Airport, Chicago, IL. Environmental Engineer. Coordinated with the tenants and clients to schedule SWPPP audit. Performed SWPPP site visit and prepared inspection report and tenant notice letter. Updated the current SWPPP.

ComEd, Chicago North Demolition Project, Chicago, IL. Deputy PM. Collected quotes from subcontractors during proposal phase. Generated site air monitoring plan. Generated concrete characterization sampling plan. Generated meeting minutes for weekly project status meetings. Assisted site manager to oversee the construction and waste hauling. Generated monthly cost projections and invoice reports. Generated material tracking sheet and used it to review the disposal/recycling facility invoices. Reviewed subcontractor invoices and code invoices in AGIS.

ComEd, Midway Court Demolition and Remediation, Elk Grove Village, IL. Deputy PM. Collected quotes from subcontractors during proposal phase. Generated the site-specific Health and Safety Plan. Generates meeting minutes for weekly project status meetings. Collaborates with subcontractors to schedule field work. Generates monthly cost projections and invoice reports and submit them to the client. Generates material tracking sheets and uses it to review the disposal/recycling facility invoices. Reviews subcontractor invoices and code invoices in AGIS. Tracks invoice payment status and follows up with AP.

ComEd, Soil Gas Investigation at Former Manufactured Gas Plant (MGP) Site, Illinois. Environmental Engineer. Generated a soil gas sampling work plan. Coordinated and performed the soil gas sampling activity. Generated soil gas sampling summary report.

NIPSCO, La Porte Former Manufactured Gas Plant Site, La Porte, IN. Environmental Engineer. Generated soil gas sampling work plan. Coordinated and performed the soil gas sampling activity. Generated soil gas sampling summary report. Addressed client's comments regarding the remedial Options Report.

ComEd, Former Manufactured Gas Plant Site, Illinois. Environmental Engineer. Performed OM, monthly sampling and annual groundwater sampling. Prepared documents and organized monthly status meetings with the project manager. Generated the monthly and quarterly treatment plant discharge reports and submitted them to the clients. Updated and finalized the comprehensive site investigation reports. Oversaw other OM work performed by subcontractors. Renewed discharge permit with the City and the Illinois EPA.

Exelon Corporation, SPCC and SWPPP Support for a nuclear power station, Illinois. Environmental Engineer. Performed site visits and updated site and construction SPCC & SWPPP.

Confidential Client, Municipal Well Field Superfund site, Michigan. Environmental Engineer. Coordinated and performed the semi-annual groundwater sampling. Generated semi-annual groundwater sampling summary report. Performed monthly OM and collected monthly effluent samples at two groundwater treatment plants. Performed monthly OM and collected monthly effluent samples for the sub-slab soil gas mitigation system at 15 residential properties and one industrial property. Performed air stripping tower acid cleaning. Oversaw other OM work performed by subcontractors. Collected passive soil gas samples, soil gas samples, sub-slab soil samples and indoor air samples during vapor intrusion investigation phase. Collected soil samples during soil investigation phase.

BP Whiting Refinery, J&L Site Characterization, Whiting, IN. Environmental Engineer. Drafted light non-aqueous phase liquid (LNAPL) conceptual site model (CSM) report and groundwater characterization report for several areas of concern. Generated groundwater sampling results spider diagram and contour maps using ArcGIS. Performed semi-annual groundwater gauging and sampling event.

Toni Horst, PhD

Senior Consulting Manager

Education
PhD, Regional Science, University of Pennsylvania, 1997
BA, Economics and Government, Oberlin College, 1986

Years of Experience
With AECOM: 22
With Other Firms: 7

Training and Certifications
N/A

Licenses/Registrations
N/A

Professional Affiliations
Society of Benefit-Cost Analysis
North American Regional Science Council
Transportation Research Board

Summary
Dr. Horst is a Senior Consulting Manager who leads AECOM National Infrastructure Economics Practice with over 25 years of experience. Her work focuses on the application of quantitative information to support transportation decision making. She has supported clients in developing funding strategies and in the technical analysis and development of numerous grant applications and implementation strategies. Her team has supported clients in securing over $2.5B in grant funding that has advanced over $6.0B in construction activity. Representative engagements are shown below.

Project Experience

Northeast Ohio Areawide Coordinating Agency (NOACA), Technical Support for Prioritization of Grant Funding. Cleveland, OH. Technical Advisor and Workshop Leader. AECOM supported NOACA in the prioritization of its Capital Investment Plan (CIP) for pursuit of discretionary funding. AECOM worked with the MPO staff to develop project definitions and analyze over 100 projects identified by NOACA using data provided by NOACA in the FundMatcher module. After the projects were inputted and scored by the FundMatcher module, AECOM conducted a half-day grants-strategy workshop to review the output, identify target funding sources, and discuss a proposed Infrastructure Investment and Jobs Act (IIJA)-focused grants strategy. Two calls in a smaller group were required with NOACA to facilitate this work: (1) a call to review and receive NOACA sign off on the project data to be entered into the FundMatcher module; and (2) a prep call to coordinate attendees and focus, including consideration of whether participation by two Subject Matter Experts is required for the grants strategy workshop.

Port of New Orleans, Grant Management Services. New Orleans, LA. Project Manager for development of a grant strategy. AECOM is applying a first-of-its-kind approach combining artificial intelligence, data analytics, and stakeholder engagement with our leading ESG and federal grants advisory services staff to identify the discretionary programs most suitable for Port of New Orleans's projects. AECOM will utilize Fund Navigator to holistically review Port of New Orleans's existing and planned projects' capital needs to assess the suitability of these projects for accessing specific IIJA funding programs. This will also allow for the development of a near term grant funding implementation strategy which will include the identification of which specific discretionary program should be accessed by which specific Port Project, the date that application development should begin and when applications are due, and a checklist of actions to be undertaken prior to application development (such as advancement of planning, design, cost estimation, etc.) to boost the competitiveness of the application.

State of West Virginia, Grant Support Technical Services. Charleston, WV. Technical advisor for development of grant applications including assessment of competitiveness and strategies for strengthening them. Also, support application writing. AECOM is supporting both the state and local stakeholders in the development of grant applications across multiple grant programs and project types. Work has entailed working with stakeholders to understand competitive issues with target grant programs and how to best position

projects. Work began in 2022 and continues in 2023. The work has supported applications in three rounds of grant applications to date. WV applications were selected in the first two rounds; the third was recently submitted and is under review.

Crowley Wind Services, Salem Wind Terminal, City of Salem, MA. Wrote application narrative for successful PIDG application. Also wrote application for second phase, under review.

City of Rancho Cordova, Grant Support Services, Rancho Cordova, CA. Technical advisor to team developing RAISE grant application. Provided support to the narrative and BCA teams.

Rhode Island Turnpike and Bridge Authority. Newport Pell Bridge Cable and Dehumidification Project, Newport, RI. Role. Wrote narrative, advised on strategy and BCA. Project selected for funding.

LaPorte Road Revitalization, 2022 RAISE Application, Waterloo, IA. Role. Wrote narrative, advised on strategy and the BCA. Project selected for funding.

Benefit-Cost Analyses Evaluation for Transportation Projects, Federal Highway Administration, Falls Church, VA. Instructor. Instructed pilot course at the National Highway Institute that taught participants (USDOT reviewers) how to evaluate the benefit-cost analyses of applications submitted to USDOT discretionary grant programs. Made on-the-fly adjustments to course material to meet the needs of participants and provided feedback to course developers on instructional material and course design.

Detroit New Center Intermodal Facility, 2021 RAISE Application, Detroit, MI. Wrote narrative and led BCA analysis. Project selected for funding.

Washington Metropolitan Area Transit Authority (WMATA) Grants Manual Update, Washington, DC. Technical advisor for update of WMATA's grants management manual. Update covers selection of projects, programming, management of grants in the FTA system, drawdowns, compliance with the federal super circular, reporting requirements, and closeout procedures. The manual update must be completed on a firm deadline in order for the agency to be ready for its Triennial Review.

Benchmark River and Rail Terminal: Highway/Rail Grade Crossing Safety Improvements CRISI Application, Cincinnati, OH. Wrote narrative and led BCA analysis. Project selected for funding.

IMPaCT South Cook – Improving Metra, Pace and CTA Together, South Cook, FTA AIM Grant, Chicago, IL. Strategy and technical support. Grant selected for funding.

Street Transportation Department, 35th Avenue Corridor Project, USDOT BUILD Grant, City of Phoenix, AZ. Technical advisor. Grant selected for funding.

Sparrows Point Bulk Expansion Rail Modernization and Berth Rehabilitation Mid-Atlantic Multi-Modal Transportation Hub PIDG Grant, Tradepoint Atlantic, Baltimore, MD. Wrote narrative and led BCA analysis. Project selected for funding.

I-95 Resiliency and Innovative Technology Improvements Project, 2019 BUILD Application, Raleigh, NC. Advisor to BCA team and wrote narrative. Project selected.

Salt River Pima Maricopa Indian Community, Pima Road Grant Support for the 2019 Nationally Significant Federal Lands and Tribal Projects (NSFLTP) Program, Phoenix, AZ. Wrote the application narrative and led economic assessment. Grant selected for funding.

GREATTER NC BUILD Grant Application, North Carolina Department of Transportation. Wrote narrative and served as technical advisor to BCA team. Project selected for funding.

INFRA Grant Application for I-95/U.S. 70 Innovative Technology and Rural Mobility Corridor Improvements, North Carolina Department of Transportation, eastern North Carolina. Wrote narrative and served as technical advisor to BCA team. Project selected for funding.

INFRA Grant Application Support for I-80 and I-99 Interstate Connection, Pennsylvania Department of Transportation. Technical advisor to BCA team. Project selected for funding.

City of Atlanta, Summerhill BRT 2017 TIGER Application, GA. Economics lead. Grant selected for funding.

Jennifer Kubicek

Engineer

Education
MS, Environmental Engineering, Milwaukee School of Engineering, 2003
BS, Architectural Engineering, Milwaukee School of Engineering, 2003

Years of Experience
With AECOM: 20
With Other Firms: 2

Training and Certifications
OSHA 40-Hour HAZWOPER
AECOM EHS Auditor Training

Licenses/Registrations
N/A

Professional Affiliations
N/A

Summary

Ms. Kubicek is an engineer responsible for the coordination of field and office activities regarding remediation projects. Her experience includes site assessments, regulatory compliance reporting, and permit application submittals.

Ms. Kubicek is the Milwaukee Location Quality Manager (LQM). In the LQM role, she assists project managers in meeting AECOM's Quality Management System requirements and the submittal of quality project deliverables.

Project Experience

Various Clients, Phase I and Phase II Site Assessments, Various Locations. Technical/ Project Staff. Clients have included regulatory agencies, financial institutions and private companies. Properties have included parcels of various sizes and uses, including vacant properties, manufacturing facilities and office/ warehouse spaces. Phase I responsibilities included site audits and field documentation, report writing, and client and regulatory agency communication. Scopes of work for assessments range from individual property assessments to assessments of numerous properties owned by the same client. Phase II responsibilities included work plan proposals and report writing.

City of Chicago, Desktop Records Review Project, Chicago, IL. Project manager for large scale records review portfolio. Project consisted of review of Sanborn Maps, City Directories, and Environmental Database Reports for over 3,500 properties for the purpose of identifying if additional, future environmental assessments may be necessary. Responsibilities included coordinating 30+ staff, including subcontractors, and quality control reviews for each property, as well as invoicing and addressing additional client needs identified during the process.

Commonwealth Edison, Materials Management and Due Diligence Projects, Illinois. Project Manager. Completed Phase I Site Assessment reports for client-owned or client-acquired properties. Managed environmental sampling and disposal related to materials generated during utility installation and substation upgrades. Responsibilities included field environmental sampling scheduling, data review, deliverable submittal, and scheduling of field staff for manifesting activities with client contractor.

Confidential Client, Environmental Site Investigation, Illinois. Project administrator for site investigation and remediation activities. Tasks included monthly reporting to regulatory agencies as required by Consent Order; project deliverable preparation, review, production, and scheduling; as well as project documentation/archive management.

Various clients, Remediation and Redevelopment Projects, Wisconsin. Technical/ Project Staff. Assisted in remediation/redevelopment projects under the Wisconsin Department of Natural Resources NR720 process. Deliverables included closure requests, Remedial Action Options Reports and documentation of post-closure activities, including Soil Management Plans.

Matthew Laub

Project Manager

Education
BS, Natural Resources and Environmental Science, Purdue University, 1999

Years of Experience
With AECOM: 19
With Other Firms: 5

Training and Certifications
OSHA HAZWOPER 40-Hour
OSHA HAZWOPER 8-Hour Site Supervisor
OSHA 10-Hour Construction Outreach
e-RAILSAFE Railroad Safety Training

Licenses/Registrations
N/A

Professional Affiliations
N/A

Summary
Mr. Laub has over twenty years of environmental consulting experience with primary involvement focusing on the management of complex remedial sites. Project management duties include client relations, development of site closure strategies, regulatory negotiations, leadership of multidisciplinary project teams and ownership of project scope, schedule and budget. Mr. Laub's regulatory experience includes Region 5 & 7 U.S. Environmental Protection Agency (USEPA), Illinois, Indiana, Iowa, Georgia, Michigan, and Ohio. Mr. Laub regularly interfaces directly with USEPA Remedial Project Managers (RPMs) and respective state agency project managers to negotiate and develop strategies which drive projects to cost-effective and efficient closure or end-use scenarios. Strengths include effective communication, planning, strategy development, and the use of multidisciplinary teams to leverage the strength of AECOM to advance technical solutions to complex problems.

Project Experience

Norfolk Southern, Intermodal Facility, Chicago, IL. Project manager for site closure activities for a property in Chicago, IL. Developed site closure strategy and enrolled site in the Illinois voluntary remediation program. Managed field activities including UVOST/LIF borings, soil, groundwater and soil gas evaluations. Conducted regulatory meetings and presentations and prepared SRP submittals. Managed the development of a remedial alternatives plan and implemented a novel risk-based approach which allowed for an No Further Remediation (NFR) Letter without the need for physical remediation.

Norfolk Southern Railroad, Active Rail Facility, Chicago, IL. Project manager for site closure activities for property in Chicago, IL, developed a site strategy and enrolled the project in the Illinois SRP. Managed initial field investigation including ultraviolet optical scanning tool/laser induced fluorescence (UVOST/LIF) investigation, soil borings, monitoring well installation and soil gas investigation. Prepared a light nonaqueous phase liquid (LNAPL) conceptual site model (CSM) that was approved by Illinois EPA allowing for regulatory closure while utilizing a risk-based approach to LNAPL at the site and received an NFR letter. Prepared Illinois SRP deliverables and acted as primary regulatory contact.

Chicago Heights School District & Grilli Construction, Former Bloom Plaza Site, Chicago Heights, IL. Regulatory lead for the SRP closure of a former dry-cleaning underground storage tank (UST) site. A comprehensive site closure was achieved using a combination of removal action, engineered barriers and institutional controls. The open UST incidents were closed, and the site received an NFR letter via Illinois SRP. The property was redeveloped for use as a school.

Illinois Central Railroad, Active Rail Facility, Homewood, IL. Project manager on LNAPL impacted site. Managed operations and maintenance on a groundwater recovery and treatment system. Enrolled and managed program in the Illinois SRP and acted as primary regulatory contact. Developed an LNAPL CSM to cease groundwater recovery and treatment operations. Developed and implemented a sheen management

plan to manage historical petroleum sheens on adjacent waterway. Obtained an NFR letter by demonstrating impractical remediation for additional LNAPL recovery.

Illinois Central Railroad, Derailment Site, Southern Illinois. Project manager on tetrachloroethene (PCE) release site. Managed 98-acre site with an active groundwater containment and extraction system to address PCE contamination in fractured bedrock. Led a multidisciplinary team to perform turnkey operations and maintenance on a groundwater recovery system, evaluated subsurface characteristics, contaminant distribution, and evaluation of state-of-the-art remedial technologies. Acted as primary regulatory and client contact and managed program in the Illinois Site Remediation Program (SRP).

Illinois Central Railroad, Impacted Former right-of-way (ROW), Murphysboro, IL. Project manager for a former ROW site impacted with lead and polycyclic aromatic hydrocarbon (PAHs). The site consisted of multiple privately-owned parcels each separately enrolled in the Illinois SRP. Developed and managed separate sampling and remedial plans for each property use. Interacted with landowners/residents and other stakeholders. Acted as primary regulatory, third party, and client contact. Remedies included removal action, in-situ soil treatment, and capping.

Exxon/Mobil, Former Sauget Refinery, Southwest Illinois. Regulatory lead for site closure activities at a 175-acre former refinery complex. Responsible for developing and implementing a site closure strategy via the Illinois SRP. Developed and directed field sampling plans, managed the development of SRP deliverables and interfaced with multidisciplinary project team. Acted as regulatory and strategy resource to client and interfaced directly with the regulator.

Equistar, Chemical Manufacturing Facility, Morris, IL. Technical/regulatory lead for multiple site closure areas at two active chemical manufacturing facilities. Responsible for developing and implementing site closure strategies via the Illinois SRP. Acted as regulatory and strategy resource to client and interfaced directly with the regulator.

Ameren, Former MGP Sites, Illinois. Regulatory lead for site closure activities at former MGP sites in Illinois. Tasks included the development of site investigation strategies, evaluating remedial objections and options, prepare regulatory reports, and interface with regulators.

L3Harris Technologies, Former Manufacturing Facility, Quincy, IL. Project manager on a long term chlorinated VOC site in western Illinois. Led a multidisciplinary team to perform turnkey operations and maintenance on a groundwater recovery system, and monitoring. Acted as primary regulatory and client contact and managed program in the Illinois Site Remediation Program (SRP).

Multiple PRPs, Conrail Elkhart Superfund Site, Northern Indiana. Project manager for a USEPA Region 5 Superfund Site composed of an active rail facility and a secondary off-site property impacted with chlorinated volatile organic compounds. Managed the operation and maintenance of a large-scale groundwater recovery and treatment system. Developed and implemented an enhanced in situ bioremediation (EISB) remedy at a secondary location. Acted as the primary regulatory contact, interfaced with a multidisciplinary project team, prepared, and reviewed deliverables and led presentations to USEPA and other stakeholders.

BNSF Railroad, West Burlington RCRA Corrective Action Site, Iowa. Project manager for a USEPA Region 7 Resource Conservation and Recovery Act (RCRA) Corrective Action site at a former locomotive repair facility. The facility is 200 acres and consists of over 40 solid waste management units (SWMUs) and areas of concern (AOCs). Managed the operation and maintenance of a groundwater recovery and treatment system. Developed corrective measures studies and implementation work plan with multiple remedies. Developed and implemented site closure strategies and acted as the primary regulatory contact, interfaced with a multidisciplinary project team, prepared, and reviewed deliverables and led presentations to USEPA and other stakeholders.

Multiple PRPs, Former Wood Treating Facility, Macon, GA. Project manager for a multi-PRP former wood treating facility in Macon, GA impacted with PAHs, dense non-aqueous phase liquid (DNAPL), and dioxin. Managed an active groundwater remediation system and ongoing site investigation activities. Developed conceptual site models, led a multidisciplinary team, and acted as the primary regulatory contact.

Steven Laube, PE
Senior Engineer

Education
BS, Civil Engineering, University of Wisconsin, 1992

Years of Experience
With AECOM: 19
With Other Firms: 11

Training and Certifications
OSHA 40-Hour HAZWOPER

Licenses/Registrations
Professional Engineer, Illinois #062052250, Wisconsin #32281-6 Michigan #6.201043558E9

Professional Affiliations
N/A

Summary
Mr. Laube is an environmental/civil engineer with experience in design of remediation systems and civil engineering projects. He is responsible for design of transportation and landfill projects; design and construction management of hydrocarbon remediation systems; and preparation of work plans, reports, and plans and specifications. He has been involved in the preparation and supervision of construction contracts including remediation systems, street reconstruction, and various other projects. Steven has also performed numerous professional engineer report reviews including remedial action plans, Phase II reports, remedial objective reports, and remedial action completion reports, and signed as the certifying professional engineer in accordance with the Illinois Environmental Protection Agency, Wisconsin Department of Natural Resources, and the Michigan Department of Environmental Quality.

Project Experience

ComEd/Exelon, Various Locations, Illinois. Professional engineer certifying Spill Prevention, Control, and Countermeasure (SPCC)reports for various ComEd or Exelon locations. Certified plan modifications for ComEd sites located in Pontiac, Maywood, Crystal Lake, and Rockford, IL. Reviewed and certified the required 5 Year Review of the SPPC plan for the ComEd site located in Crystal Lake, IL. Certified plan modifications for Exelon sites located in Morris (Dresden Power Station) and Cordova (Quad Cities Generating Station), IL. Reviewed and certified the required 5 Year Review for the Cordova, IL site. Professional engineer reviewing and certifying the Completed Site Investigation Report/Remedial Objectives Report Addendum/Remedial Action Completion Report for the ComEd site located in Romeoville, IL.

Chicago Department of Transportation, Civil Design, Chicago, IL. Senior engineer assisting in the Phase II engineering design which included street resurfacing, street reconstruction, drainage, curb and gutter, sidewalk, roadway profile adjustments, and the lowering of the street beneath a railroad viaduct. Involved rehabilitation and reconstruction of Halsted Street from Cermak Road to Fulton Street.

Storage USA, Vapor Intrusion and Mitigation, Riverwoods, IL. Project engineer responsible for design of a methane mitigation system. The site is located next to a former landfill and vapor intrusion into the existing storage buildings and storm sewer system had been detected. The design involved the use of passive methane vent wells installed next to the buildings which were equipped with air-driven turbines approximately 5 feet above the adjacent structure.

U.S. Navy, Spill Prevention, Control, and Countermeasure Civil Design, Great Lakes NS, IL. Project engineer for upgrades to the SPCC plan. Developed plans and specifications for construction of concrete spill containment pads for use during fuel loading and unloading operation at the base.

Metropolitan Water Reclamation District of Greater Chicago, Calumet Water Reclamation Plant Civil Design, Illinois. Project engineer involved with development of recommendations to prevent water infiltration in future excavations at the site. The project involved construction activities near one of the drying beds. A saturated layer of fill material was encountered during sewer installation activities which halted the work. A site investigation was performed which included the collection and

analysis of environmental samples. Recommendations included installing a slurry wall, installing sheet piling, and soil freezing technologies.

Illinois Department of Transportation, Construction Management, Hoffman Estates, Illinois. Consultant assistant resident engineer responsible for monitoring the contractor's operations, quantity documentation, and preparation of pay estimates for this $33 million improvement. The project involved the 2-year, $28 million reconstruction of Golf Road (IL Route 58) and Higgins Road (IL Route 72). Improvements included total pavement removal and replacement, the addition of new through and auxiliary turn lanes, constructing an enclosed drainage system, highway lighting installation and traffic signal upgrades at 12 intersections.

City of Zion, Construction Management, Zion, IL. Resident engineer responsible for monitoring the contractor's operations, quantity documentation, and preparation of pay estimates for this $1.8 million improvement. The project involved reconstruction of Galilee Avenue from 21st Street to 33rd Street (8,500 feet). Improvements included removal and replacement of pavement and sidewalk, and installation of a new storm sewer system.

Chicago Department of Transportation, Construction Observation, Chicago, IL. Resident engineer responsible for construction observation, quantity documentation, and contact with the client and affected residents. These projects involved the construction of streetscape improvements along 95th Street, 87th Street, 55th Street, and Ashland Avenue. Improvements included pavement removal, pavement rehabilitation/resurfacing, construction of concrete curbs and architectural walls to create median planters, installation of irrigation systems, roadway lighting, and landscaping.

Atlantic Richfield Company, Environmental Design, Joliet, IL. Project engineer responsible for preparing construction plans and specifications at an existing private landfill. Design involved the use of phytoremediation technology to address seepage from the existing landfill cover.

7-Eleven, Professional Engineer Review, Various Locations, Illinois. Project engineer responsible for the professional engineer review of Stage 1,2,3 investigation plans, investigation completion reports, corrective action plans, and corrective action completion reports for 7-Eleven sites located throughout the state. The sites were either active or former petroleum retail sites with gasoline impacted soil and/or groundwater. The remedial actions for the sites included delineation of constituents of concern and comparison of soil and groundwater laboratory results to the Illinois Environmental Protection Agency (IEPA) Title 35 IAC Part 742 tiered approach to corrective action objectives (TACO). The sites where corrective action was performed included exposure pathway elimination through comparison to the TACO standards, excavation of contaminated soils, and the use of environmental land use controls (ELUCs) to eliminate exposure pathways.

Puritan Development, LLC, Professional Engineer Review, Bedford Park, IL. Project engineer responsible for the professional engineer review of the remedial objective report t for the former Viskase Corporation site, a former manufacturer of cellulose casings for food products with underground fuel storage tanks. The remedial action for the site included soil excavation, the delineation of constituents of concern, and comparison of soil and groundwater laboratory results to the Illinois Environmental Protection Agency (IEPA) Title 35 IAC tiered approach to corrective action objectives (TACO). A TACO Tier 2 evaluation was conducted for constituents that did not meet Tier 1 standards. A no further remediation letter was received from the Illinois Environmental Protection Agency.

U.S. Foodservice, Inc., Professional Engineer Review, Glendale Heights, IL. Project engineer responsible for the professional engineer review of the site investigation completion report/corrective action completion report for the U.S. Foodservice site. Petroleum impacted soil was removed following the removal of an underground fuel storage tank and a soil/groundwater investigation was conducted. The results of the investigation suggested that soil and groundwater at the site were not impacted. A no further remediation letter was received from the Illinois Environmental Protection Agency.

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
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The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
11/30/2023

LICENSED PROFESSIONAL ENGINEER

STEVEN KARL LAUBE
3333 WARRENVILLE RD
LISLE, IL 60532-1999

MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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Randal MacKay, PG
Geologist

Education
MS, Geology, Georgia State University, 1992
BS, Geology, University of Illinois-Urbana-Champaign, 1988

Years of Experience
With AECOM: 25
With Other Firms: 7

Training and Certifications

Licenses/Registrations
Professional Geologist, Illinois #196001158, Indiana #2149

Professional Affiliations
N/A

Summary
Mr. MacKay, P.G. is a hydrogeologist and project manager who has managed remedial investigations, corrective action plans, and remedial actions for projects in the Illinois Environmental Protection Agency (Illinois EPA) Leaking Underground Storage Tank (UST) Program and the Site Remediation Program (SRP). His project experience includes investigation activities for various product releases, preparation of reports and corrective action plans, soil and groundwater remediation, and management of remediation systems. Mr. MacKay has 32 years of total professional experience, with 25 years at AECOM, and he has active Professional Geologist registrations in Illinois and Indiana.

Project Experience

TravelCenters of America, LLC, Retail Service Centers, Environmental Services, Illinois and Iowa. Project manager since 2022 for various environmental tasks for several service centers in Illinois and Iowa, including site investigations for releases from USTs and product piping, coordination of soil waste pile disposal, and preparation of National Pollutant Discharge Elimination System (NPDES) permits. Responsible for preparing proposals and budgets for each phase of the projects. The UST projects in Illinois were performed in compliance with the Illinois EPA Leaking UST regulations. The UST projects included drilling soil borings, installing monitoring wells, collecting environmental soil and groundwater samples, and managing impacted soil and groundwater waste disposal. Received a No Further Remediation (NFR) letter for one of the UST sites in December 2022.

Confidential Client, Retail Gas Station Sites, Leaking Underground Storage Tank Program, Illinois. Project manager for several current and former retail gas station sites, responsible for the investigation, characterization, and remediation of sites in accordance with the Illinois EPA Leaking UST regulations. Managed two former drycleaning sites and a third site with multiple historical industrial uses that were managed within the SRP. All projects included drilling soil borings, installing monitoring wells, collecting environmental soil and groundwater samples, and managing impacted soil and groundwater waste disposal. When soil impacts were present near buildings, soil vapor sampling was conducted to demonstrate the potential for vapor intrusion risks. Some projects included the in-place abandonment or removal of underground storage tanks, which included the preparation of bid packages and selection of contractors along with the required confirmation sampling and reporting. Obtained NFR letters for five UST sites and two SRP sites between 2017 and 2022. Primary contact for all urgent-level Immediate Responses in the Midwest (Missouri to Ohio) to arrange for immediate cleanup of fuel spills and other incidents.

Caterpillar, Inc., UST Removal – Leaking UST Program, Aurora Plant, Illinois. Project manager responsible for the removal of two 12,000-gallon USTs as part of the decommissioning of a tank farm. The UST removal included the collection of soil samples to determine if a petroleum release occurred in accordance with the Illinois EPA Leaking UST regulations. An incident was reported to the Illinois Emergency Management Agency based on reported BTEX and PAH concentrations. The excavated soil and the collected liquids were properly manifested and disposed of at offsite waste disposal facilities. An NFR letter was received in 2019 based on the analytical results presented in the 45-Day Report.

Caterpillar, Inc., AST Flushing and Capping, Aurora Plant, Illinois. Project manager responsible

for the flushing and capping of twenty 15,000-gallon above-ground storage tanks (ASTs) and three large ASTs (>100,000 gallons) to decommission two tank farms in accordance with Illinois Office of the State Fire Marshal regulations. The AST work included the management of hazardous liquids that were stored in the ASTs and the impacted rinse water collected during flushing. The collected liquids were properly manifested and disposed of at offsite waste disposal facilities.

BP, Xylene-Impacted Area (SRP), Former Chemical Plant, Illinois. Project manager responsible for the delineation of a xylene release that extended beyond the plant boundary. The project was enrolled in the SRP. The scope of work included in situ biodegradation to reduce dissolved-phase impacts and several years of semi-annual groundwater sampling. It also included soil, groundwater, and surface water sampling and an LNAPL transmissivity test to determine if free product impacted an adjacent surface water body. A Focused Site Investigation Report and Remedial Objectives Report was approved by the Illinois EPA, and preparation of a Remedial Action Completion Report is pending completion of an Environmental Land Use Control between the client and the Illinois Department of Natural Resources.

BP, Superfund Landfill, Former Chemical Plant, Illinois. Project manager for post-closure operations and maintenance (O&M) activities for a Superfund landfill associated with a former chemical manufacturing facility. Managed investigation activities and the preparation of an RI/FS for the groundwater operable unit (including overburden and fractured bedrock). Responsible for the preparation and management of annual budgets over 10 years ranging from $300K to $1.8M. The consent order for the landfill was regulated under the United States Environmental Protection Agency (USEPA) CERCLA program but was managed by the Illinois EPA, and the risk assessments for the Groundwater Operable Unit were developed using Illinois EPA Tiered Approach to Corrective Action Objectives (TACO) regulations. The landfill contained an engineered cap and a leachate collection system that transferred water to a 1.5-mile-long conveyance system, which discharged to the publicly owned treatment works. The O&M activities included semi-annual groundwater monitoring and site inspections, system performance inspections and repairs, responding to system alarms, and other routine activities.

Exelon, Nuclear Power Plant, Hydrogeologic Evaluation, Illinois. Project manager and hydrogeologist who developed a work plan for the investigation of tritium migration at a RCRA-permitted nuclear generating facility, which included selecting the locations for new wells installed within the unconsolidated overburden and the underlying bedrock units. Managed a project team to perform an investigation that included installing well clusters, performing slug tests, downhole geophysical testing, developing potentiometric surface maps to characterize groundwater flow, and fate-and-transport modeling of analytical data. Authored monthly summary reports and the Groundwater Tritium Investigation Report, which established a Groundwater Management Zone.

NiSource, Former Manufactured Gas Plant (MGP) Sites, Voluntary Remediation Program, Indiana. Project manager for supplemental site investigations at three MGP sites to complete the delineation of soil and groundwater impacts. TarGOST screening technology was used to delineate potential source material, and traditional methods were used to delineate the rest of the site. This approach achieved cost savings by characterizing the extent of source material more quickly than traditional methods would allow and reducing the total number of analytical samples necessary to achieve full delineation. One of the sites also included the use of test pits to identify the boundaries of subsurface structures associated with the MGP (e.g., gas holder, tar pit).

AGL Resources, MGP Remediation Programs, Florida, Georgia, Illinois, and New Jersey. Project manager and cost model team leader responsible for preparing environmental liability cost estimate reports and annual updates for more than 25 years. Leads kick-off meetings with the client and site project managers for each update to identify revisions based on technical, regulatory, and business decisions. The modeled remedial scenarios selected for a site are dependent upon the relevant remediation program (e.g., TACO for the Illinois MGP sites). The cost models use specialized software involving Monte Carlo statistical analysis to forecast the total life remediation costs.

State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

LICENSE NO.
196.001158

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EXPIRES:
03/31/2025

LICENSED PROFESSIONAL GEOLOGIST

RANDAL JAMES MACKAY
831 HOWELL DR
GENEVA, IL 60134

MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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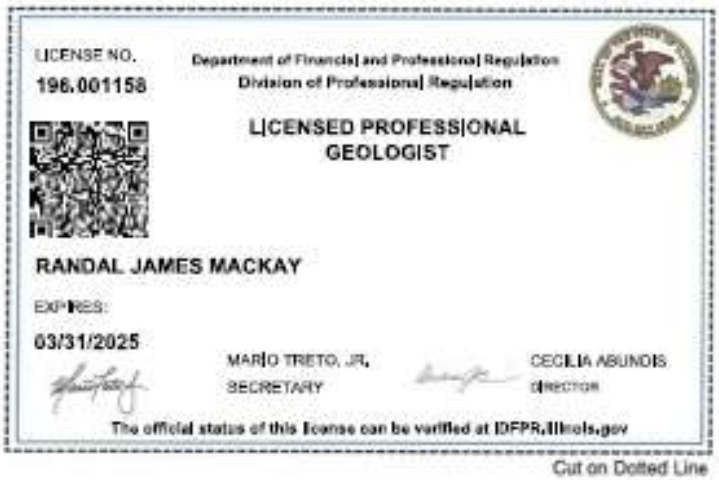

LICENSE NO.
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Department of Financial and Professional Regulation
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DIRECTOR

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Paul Sklar, PG

Principal Geologist

Education
MS, Geology, University of Iowa, 1982
BA, Geoscience, New Jersey City University, 1980

Years of Experience
With AECOM: 20
With Other Firms: 17

Training and Certifications
Certified AECOM Project Manager
OSHA 40-Hour HAZWOPER

Licenses/Registrations
Professional Geologist, Wisconsin # 83-13

Professional Affiliations
National Groundwater Association

Summary
Mr. Sklar has over 35 years of environmental consulting experience that includes project management, interaction with regulators, design of site characterization programs, interpreting chemical and hydrogeological data, supervising drilling operations, evaluating remedial alternatives, environmental due diligence, technical report writing, conducting independent technical reviews, and preparing project control documents. As a project manager he is responsible for budget tracking, estimating, bidding/contracting, and scheduling.

Project Experience

Commonwealth Edison, Confidential Phase I and II Environmental Site Assessments (ESAs), Chicago, IL. Project manager for environmental due diligence projects in support of potential property acquisition or divestiture throughout the Chicago metro area. Managed all phases of projects and provided technical quality review of deliverables. Prepared preliminary estimates for remediation costs based on Phase II and asbestos and lead survey results.

Confidential Client, Phase I and II ESAs and Limited Compliance Review, Hebron, IL. Project manager for pre-acquisition ESAs and limited regulatory compliance review at a facility manufacturing various heavy-duty trucking supplies. Developed Phase II ESA soil and groundwater sampling program to assess several Recognized Environmental Conditions (RECs).

Confidential Client, Environmental Site Assessment, Forreston, IL. Project manager for lease termination assessment at a former sand and gravel mining site. Tennant used site to evaluate packaged materials' ability to withstand fire and explosive conditions. Assessed burn and bunker areas, 50 caliber ammunition containment pit, and various outbuildings. Wipe samples collected from buildings and soil samples collected from various areas for assessment of volatile organic compounds (VOCs) and explosive residue. Evaluated results against Illinois Environmental Protection Agency Tiered Approach to Corrective Action Objectives (IEPA TACO) remedial objectives.

Caterpillar, Inc., Resource Conservation and Recovery Act (RCRA) Closure Plan, Joliet, IL. Project geologist responsible for reparation of RCRA closure plan for container storage area at manufacturing facility. Obtained IEPA approval for on-site use of low-temperature thermal treatment unit for remediation of hazardous waste soil.

Caterpillar, Inc.. Des Plaines River Sediment Evaluation, Joliet, IL. Project geologist responsible for review of basin-wide sediment quality data. Designed sampling program for historical riverbank disposal area investigation. Obtained no further action determination for sediment quality issues from IEPA.

Caterpillar, Inc., Chromium Release Investigation, Joliet, IL. Project geologist responsible for developing groundwater monitoring program to investigate release of plating solution containing hexavalent and trivalent chromium. Demonstrated that the hexavalent chromium was being reduced to trivalent species through formation of insoluble precipitates.

BlueLine Equipment Rental (now United Rentals), Nation-wide Due Diligence and Environmental Compliance Program Manager. Managed and coordinated pre- and post-leasing Phase I and II

ESA program and environmental regulatory compliance program including local, state, and federal regulatory reporting, registration, permitting, and fee payment for 150+ locations in North America.

Confidential Packaging Solutions Client, Worldwide Due Diligence Support. Project manager for pre-acquisition Phase I and II ESAs in Argentina, Australia, Canada, China, India, Italy, Netherlands, Philippines, South Africa, Switzerland, Turkey, Wisconsin, Virginia, Texas, Ohio, New York, New Mexico and Tennessee. Coordinated local resources to complete the ESAs and reviewed deliverables for consistency.

Municipal Wastewater Utility. Expansion Site Environmental Due Diligence, SE Wisconsin. Technical lead for environmental assessment in support of treatment plant expansion onto an adjacent 100-acre former tractor manufacturing plant. Reviewed historical plant information and data to identify former process and material storage areas for further investigation. Managed Phase II ESA investigation of areas of concern. Presently reviewing remedial actions being performed by property owner and advising client on site redevelopment.

Harsco Infrastructure Americas, Phase I and II ESAs, Site Investigation and Remedial Action, Milwaukee, WI. Project manager for due diligence, site investigation and remedial actions at sites with arsenic, lead, VOC, and coal tar impacts related to over 100 years of industrial usage. Responsible for evaluation of soil and groundwater impacts, and vapor intrusion potential into adjacent buildings, development of remedial action plans and conducting remedial activities, including excavation/disposal of coal tar-impacted materials.

Former Allis Chalmers/DuPont Oak Creek Site, Oak Creek, WI. Project Hydrogeologist responsible for geologic/hydrogeologic investigation at a 53 acre former dye manufacturing site adjacent to Lake Michigan. Reviewed historical plant operation information to focus field activities that included drilling deep borings, installation of monitoring wells and piezometers, aquifer testing, low flow groundwater sampling, arsenic source area characterization and interim arsenic remedial action. Also designed interim dense non-aqueous phase liquid (DNAPL) recovery wells, RCRA-compliant temporary DNAPL storage area and conducted remedial options analysis for free product remediation. The site was closed by regulatory agency and transferred to the City of Oak Creek for subsequent redevelopment.

Hilary Taghap
Geologist

Education
MS, Environmental Science, University of Arizona-Tucson, 2007
BS, Environmental Geology, University of Dayton, 2002

Years of Experience
With AECOM: 12
With Other Firms: 4

Training and Certifications
OSHA HAZWOPER 40-Hour

Licenses/Registrations
N/A

Professional Affiliations
N/A

Summary
Ms. Taghap has 16 years of experience in environmental consulting. Her professional experience includes environmental site investigations, data evaluation and technical writing. Ms. Taghap has collaborated with project managers and field personnel to meet reporting requirements for sites enrolled in a variety of state and federal programs.

Project Experience

Public Building Commission of Chicago (PBC), Phase I and Phase II Environmental Site Assessments (ESA), Chicago, IL. Geologist. Prepared a Phase I ESA report in accordance with ASTM Standard Practice Designation E 1527-13. Assisted in the preparation of the Phase II ESA scope of work based on the conclusions of the Phase I ESA. Assisted in the preparation of the Phase II ESA Report.

City of Chicago, Site Remediation Program (SRP) Reporting, Chicago, IL. Geologist. Assisted in the preparation of a Comprehensive Site Investigation Report, Remediation Objectives Report, and Remedial Action Plan in accordance with Illinois Environmental Protection Agency (IEPA) SRP reporting Requirements for the North Kimball Brownfield Site.

Confidential Client, Site Remediation Program Reporting, Illinois. Geologist. Assisted in the preparation of the Remediation Objectives Report in accordance with IEPA SRP reporting requirements for a former manufactured gas plant site. Conducted analysis of constituents of concern (COCs) utilizing USEPA Statistical Software ProUCL 5.1. Included Tier 2 evaluation.

Xylem, Site Remediation Program Investigation, Morton Grove, IL. Geologist. Prepared Site Investigation and Remediation Objectives Reports in accordance with IEPA SRP reporting requirements. Conducted Mann Kendall trend analysis of COCs and a variety of monitored natural attenuation (MNA) parameters utilizing USEPA Statistical Software ProUCL 5.1.

Pfizer, Site Remediation Program, Monticello, IL. Geologist. Assisted in the preparation of a Remediation Objectives Report and Remedial Action Plan in accordance with IEPA SRP reporting Requirements. Included Tier 2 and Tier 3 evaluations.

Housing Opportunity Means Empowerment III, Inc., Site Remediation Program Investigation and Remediation, Chicago, IL. Geologist. Provided direction and oversight for subsurface investigation and remedial activities. Assisted in the preparation of IEPA SRP Remediation Objectives Report / Remedial Action Plan / Remedial Action Completion Report.

Confidential Class 1 Railroad Client, Phase I and II Environmental Site Assessment, Joliet, IL. Geologist. Performed activities associated with the Phase I ESA, including the site visit, property owner interview, document review and report writing.

Confidential Class I Railroad Client, Subsurface Soil Investigation, Lake Bluff, IL. Geologist. Provided direction and oversight of drilling activities for a subsurface soil investigation near an active gasoline station. Created soil boring logs, collected soil samples based on field observations and prepared report summarizing findings of the investigation.

Laurence Verkoulen

Project Manager

Education
BA, Environmental Science and Geography, Northeastern Illinois University, 1985

Years of Experience
With AECOM: 34
With Other Firms: 3

Training and Certifications
Site Supervisor Training
AECOM Certified Project Manager

Licenses/Registrations
N/A

Professional Affiliations
N/A

Summary
Mr. Verkoulen has over thirty years of environmental consulting experience with primary involvement focusing on management of soil and groundwater investigations, remediation design and Implementation, Resource Conservation and Recovery Act (RCRA) closure, and RCRA Hazardous Waste Permitting and Compliance, RCRA corrective action investigation/closure, and geotechnical investigations, and spoils management. Project management duties include client relations, development of site closure strategies, regulatory negotiations, leadership of multidisciplinary project teams and ownership of project scope, schedule and budget.

Project Experience

Chicago Public Building Commission (PBC), Palmer Elementary School Annex and Renovations, Environmental Engineering Services, Chicago, IL. Assistant Project Manager. Coordinated Phase I Environmental Site Assessment (ESA) preparation of the Health and Safety Plan and subcontractor electromagnetic/ ground penetrating radar survey and subsequent report submittal.

Chicago PBC, Palmer Elementary School Annex and Renovations, Construction Oversight Services, Chicago, IL. Assistant Project Manager. Attended design and bid meetings and construction meetings, performed development/review/revision of bid specifications and documents/drawings, reviewed contractor submittals, managed soil removal oversight with AECOM staff and our MBE subconsultants.

Chicago PBC, Salt Dome Replacement (Grand Avenue) Project, Chicago, IL. Assistant Project Manager with transition to project manager. Attended construction meetings and managed soil removal oversight with AECOM staff and our MBE subconsultants. Assisted with geotechnical investigation and reporting. Oversight/confirmation of stabilization/removal of hazardous lead impacted soils.

City of Chicago Department of Fleet and Facility Management, 3154 E 95th Street ESA and Site Remediation Program Reporting Services, Chicago, IL. Task Manager. Coordinated Phase I ESA, Phase II ESA, and Site Remediation Program Reporting.

Illinois Utility, Chicago Metropolitan Area. Project Manager for multiple geotechnical investigations and reporting in support of construction of overhead tower foundations, and foundations in electrical substations, including use of M/WBE subcontractors.

Project Manager for multiple investigations requiring soil sampling within substations and subsequent spoils removal for fenceline installations and substation construction including managing spoils manifesting, M/WBE subcontractor trucking and disposal. Two spoils removal projects conducted in 2020 and 2022 for substation construction included M/WBE subcontractor trucking and disposal of 70,000 tons and 40,000 tons.

Project Manager for underground storage tank (UST) removal and installation of new UST, fuel island and canopy; included reporting under Leaking UST (LUST) Program to Illinois Environmental Protection Agency (EPA) and receipt of No Further Remediation (NFR) Letter. Manager for abandonment in place of underground product piping; included reporting under LUST Program to Illinois EPA and receipt of NFR Letter.

Wood River Refinery, Wood River, IL. Task Manager. This 800-acre site included two RCRA facilities: a former petroleum refinery and a riverfront property with former treatment ponds.

Task Manager for preparation of RCRA hazardous waste Part B Post-Closure permit applications and RCRA closure reporting. Managed RCRA compliance including groundwater monitoring, financial assurance, and hazardous waste reporting. Completed RCRA corrective action investigations at greater than 20 parcels and reporting to Illinois EPA towards redevelopment and no further action determinations. Reporting included comparison of soil and groundwater data to 35 Illinois Administrative Code 742 remediation objectives and recommendations for remediation and institutional controls. Managed nonhazardous landfill compliance monitoring and permitting. Managed removal of hazardous lead impacted soils including use of x-ray fluorescence for delineation.

BP-Whiting Refinery, Whiting, IN. Task Manager for RCRA hazardous waste Part B permitting for an active incinerator and for post-closure care of a landfill. Managed RCRA corrective action groundwater compliance, financial assurance and hazardous waste reporting. Performed RCRA hazardous waste closure activities for an incinerator, a waste pit, and a tank. Received approval for post-closure plan to eliminate 30-year post-closure groundwater sampling and focus on verification of hydraulic control for a closed hazardous waste landfill.

Arcelor Mittal Steel Mill, East Chicago, IN. Assistant Project Manager for U.S. Army Corps of Engineers (USACE)-Detroit led project. Prepared and implemented a pre-dredging sediment sampling plan to investigate and remediate sediments in the Indiana Harbor Canal. Participated in coordination for construction of holding basins for dredged sediment, dredging demonstration (including surface water monitoring), and setup and operation of a pilot wastewater treatment plant. A demonstration of an innovative dredging technique was conducted successfully in 2000. The demonstration included design and construction of sediment basins, wastewater treatment and 404 permitting. The demonstration's project was conducted cooperatively with USACE-Chicago district. The project won a CECI merit award.

BP Chemicals, Channahon, IL. Task Manager for closure of treatment and Feed Ponds. Prepared and implemented work plans for confirmation sampling of pond liners after completion of dredging four ponds totaling 16-acres. Coordinated and implemented characterization and disposal of 7,500 cubic yards of polychlorinated biphenyls (PCB)-impacted (some Toxic Substances Control Act) soils. Prepared and implemented work plans to characterize site groundwater. Prepared work plans for pre-excavation soil sampling prior to excavation of a 3,100 foot groundwater interceptor trench. Prepared Remedial Action Plan for trench construction. Designed and implemented monitoring program to evaluate effectiveness of trench.

Gary Chicago International Airport Authority, Gary, IN. Assistant Project Manager. Prepared bid document and managed construction for excavation and disposal of 18,000 tons of special waste soil and confirmation sampling. Reviewed contractor submittals. Supervised excavation of impacted surface water drainage ditch including disposal of special waste soil and installation of 36-inch diameter concrete culvert. Management of quarterly sampling under National Pollutant Discharge Elimination System (NPDES) General Permit.

Decorative Hardware Manufacturer, Sturgis, MI. Construction oversight. Managed cleaning and repair of 70-feet height air stripper tower for groundwater treatment system.

Confidential Railroad, Decatur, IL. Construction oversight of installation of large-diameter sewer, manholes, and pump station.

Miscellaneous Projects – Project Manager or Support:

Closure of 14 wastewater and sludge lagoons at a chemical plant including preparation of work plans, sludge and soil characterization, preparation of bid documents, selection of remediation contractor, and preparation of reports.

UST closures including soil remediation, and completion of corrective action reports.

Storm water permitting for 200 scrap and industrial facilities. Conducted required storm water permitting sampling at facilities.

Determination of nature and extent of groundwater and soil contamination at various facilities. Drilling, soil sampling, installation of groundwater monitoring wells and subsequent monitoring.

Rhonda Walker, PE
Environmental Engineer

Education
BS, Civil Engineering, Purdue University, 1999

Years of Experience
With AECOM: 24
With Other Firms: 0

Training and Certifications
FEMA Grants Manager Training, 2019
FEMA Program Delivery Manager Training, 2019
FEMA 406 Mitigation
Cost Estimating Format
Public Assistance Operations (I and II)

Licenses/Registrations
Professional Engineer, Florida #64965

Professional Affiliations
N/A

Summary
Ms. Walker has 23 years of experience in disaster recovery, federal compliance, project development, planning, civil and environmental engineering, program management, project management, contracts, and budget control systems. Her 15 years with U.S. Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) Program includes deployments working with both Applicants and FEMA, as a Program Delivery Manager, (PDMG) PA Crew Leader, 406 Hazard Mitigation Specialist/Manager, Sr. Cost Estimator, and on project closeout. Rhonda has supervised Disaster Recovery divisions/groups with over 50 people while managing more than $2B in damage. Her experience with PA project development includes light to heavy horizontal projects such as roads, bridges, infrastructure and marinas, as well as light to heavy vertical projects such as wastewater treatment facilities, water treatment facilities, schools, universities, hospitals, and government facilities.

Project Experience

City of Detroit, American Rescue Plan Act (ARPA) Grant Compliance, Detroit, MI. ARPA Compliance Lead providing expertise in federal policy and compliance for the Department of the Treasury 31 CFR Part 35 Coronavirus State and Local Fiscal Recovery Funds and 2 CFR Part 200 Uniform Administrative Requirements. Supporting the City with compliance oversight during project scoping, procurement, project delivery and closeout of over $800M in eligible projects. Working closely with Office of Chief Financial Officer, Office of Development and Grants, Office of Contracting and Procurement, and Office of Departmental Financial Services. Promoting optimization and maximizing funding while supporting equity and diversity in the use of the ARPA funding. Tasks also include evaluation of expenditure categories, developed procurement compliance, and facilitating federal reporting to the Department of Treasury.

City of Cape Coral, Master Pump Station 100 Influent and Discharge Force Mains, Fort Myers FL. ARPA Compliance Lead for Grant Administration Assistance and Compliance Monitoring providing expertise on American Rescue Plan Act's Coronavirus State and Local Fiscal Recovery Funds. Assisted City staff with compliance monitoring including verifying compliance with all federal and ARPA regulations and reporting assistance including providing U.S. Treasury project and expenditure reporting templates and on-call assistance.

U.S. Virgin Islands Housing Finance Authority, Sheltering and Temporary Essential Power (STEP) Pilot Program, St. Croix, USVI. Subject Matter Expert for FEMA Policy and Compliance for the Virgin Islands Housing Finance Authority's (VIHFA) STEP program following Hurricanes Irma and Maria in 2017. Assisted in cost reasonable analysis and reporting to support the closeout of over $600 Million in Phase 1 Basic STEP and Phase 2 STEP-R Roof Hardening Programs which allowed for emergency repairs to individual homes to allow homeowners to stay in their homes until permanent repairs could be completed. The program was

initiated and managed by VIHFA and eligible for FEMA Public Assistance under Cat B Emergency Protective Measures.

U.S. Federal Emergency Management Agency, Hurricane Disaster Relief (DR-4339), Puerto Rico. Program Delivery Manager. Managed multiple Applicants as part of FEMA's Federal Delivery Model for Public Assistance. Teams' FEMA Policy advisor. Applicants included multiple private non-profit organizations as well as several Houses of Worship. Gained experience working with FEMA's Grants Manager platform.

U.S. Federal Emergency Management Agency, Hurricane Disaster Relief (DR-4277), Louisiana. Public Assistance Crew Leader. Supervised a team of project specialists assigned to work with local Parishes and State agencies. Projects included emergency protective measures, buildings, utilities, wastewater treatment plant. Completed projects for the Public Assistance Alternative Procedures (PAAP) program and performed the cost estimates for all repair and mitigation.

U.S. Federal Emergency Management Agency, Hurricane Disaster Relief (DR-4277), Louisiana. Project Specialist. Assigned to work with parks and city utilities on large multi-site (5-32) projects. Projects included emergency protective measures, utilities, wastewater treatment plants (WWTP), park recreation structures, and park and playground exterior facilities. Completed projects in multiple categories totaling $4M. Wrote Hazard Mitigation Proposals (HMPs) for elevating mechanical equipment, wet-flood proofing of buildings and deepening an equalization basin at WWTP.

U.S Federal Emergency Management Agency, Hurricane Disaster Relief (DR-4085), New York. Project Specialist. Worked with State Parks on Long Island and the Hudson River Park Trust as well as smaller agencies. Projects included emergency protective measures, historical buildings, beach front structures, utilities, piers and docks, and picnic facilities. Completed 58 projects in multiple categories totaling $180M. Completed estimates for repair and mitigation. Gained experience regarding structures in Coastal barrier resource area (CBRA) Zones working with waterfront parks. Wrote HMPs for elevating mechanical and electrical equipment, and minor wet-flood proofing of buildings.

U.S. Federal Emergency Management Agency, Hurricane Disaster Relief (DR-1603, 1607), Louisiana. Mitigation Specialist. 406 Hazard Mitigation Specialist completed and provided technical assistance for Hazard Mitigation Proposals (HMPs) for Katrina and Rita. Wrote or reviewed more than 100 HMPs. Provided project worksheet (PW) desktop review of more than 500 PWs. Wrote and/or reviewed policy challenging mitigation projects including new construction of buildings or additions in order to elevate functional space out of flooded area, mitigation for environmental control, and construction of attached and detached floodwalls. Wrote HMPs for construction of a new building to elevate functional space, elevation of mechanical/ electrical equipment, and mitigation for provision of environmental control for a three building campus for a combined $12.5 MM.

U.S. Federal Emergency Management Agency, Hurricane Disaster Relief (DR-1545, 1561, 1609), Florida. Closeout Specialist. Completed closeout of large projects written following the 2004 and 2005 hurricane season in St. Lucie, Martin and Palm Beach Counties. Reviewed and validated debris tickets and truck certifications as well as force account labor (timesheets, work logs, payroll), equipment usage logs, material usage, and invoices. Reviewed contracts, permits and associated documents and completed required documentation for closeout of large projects in all Categories.

ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME AECOM Technical Services, Inc.

I. LEGAL ACTIONS

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

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

ATTACHMENT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned Denise M. Casalino (Name), as Executive Vice President (Title)

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

RESPONDENT			
Name of Firm:	AECOM Technical Services, Inc.		
Address:	303 E. Wacker Drive, Suite 1400		
City/State/Zip:	Chicago, Illinois, 60601		
Telephone:	312-373-7700	**Facsimile:**	
FEIN:	95-2661922	**SSN:**	
Email:	wayne.lawrence@aecom.com		

Nature of Transaction:

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

II. DISCLOSURE OF OWNERSHIP INTERESTS

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

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:	California
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:	☒ Yes ☐ No
City/State/ZIP:	300 South Grand Avenue, 9th Floor, Los Angeles, CA 90071
Telephone:	213-593-8100

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

Name	Title
Karl Jensen	CEO
Matthew Crane	President
Allison Hall	Treasurer and CEO
Armond Tatevossian	Secretary

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

Name	Address	Ownership Interest Percentage
The Earth Technology Corporation	300 South Grand Ave., 9th Floor Los Angeles, CA 90071	100% %
		%
		%

LLC's only, indicate Management Type and Name:

☐ Member-managed	☐ Manager-managed	**Name:**	

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

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

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

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

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

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**

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

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

B. SUBCONTRACTORS

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

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

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

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

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

C. STATE TAX DELINQUENCIES

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

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

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

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

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

D. OTHER TAXES/FEES

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

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

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.

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

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

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

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

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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

Signature of Authorized Officer

Executive Vice President
Name of Authorized Officer (Print or Type)

Denise M. Casalino
Title

630-309-2717
Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 19th day of July, 2023 by
_____ (Name) as _____ (Title) of
_____ (Bidder/Proposer/Respondent or Contractor)

Patricia A. McPherson
Notary Public Signature and Seal

PATRICIA A MCPHERSON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 08, 2026

ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Request for Qualifications (RFQ) for
Environmental Engineering Services (PS3080)

Description or goods or services to be provided under Contract:

Planning Phase Environmental Services, Design Phase Environmental Services, and Construction Phase Environmental services

Name of Consultant: AECOM Technical Services, Inc.

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)
Urban Strategies, Terry Teele	212 West Washington Chicago, IL 60602	Lobbyist	
Public Sector Solutions, LLC Jacob Miller	611 S. Wells Street, Unit 1803 Chicago, IL	Lobbyist	
While no lobbyists made contacts on behalf of the Vendor with respect to this contract, we would like to inform you that we occasionally use the services of Terry Teele of Urban Strategies and Jacob Miller of Public Sector Solutions, who facilitate meetings with our clients to market our services. Neither Terry Teele nor Jacob Miller are hired for any specific transaction nor receive any success fee. We are making this disclosure in anticipation that Mr. Teele and Mr. Miller may be involved in the later stages of this pursuit.			

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

The Consultant understands and agrees as follows:

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

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

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

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

Signature

7/19/2023
Date

DENISE M. CASALINO
Name (Type or Print)

EXECUTIVE VICE PRESIDENT
Title

Subscribed and sworn to before me

this 19th day of July 2023

Patricia A. McPherson
Notary Public

PATRICIA A MCPHERSON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
July 08, 2026

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

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT D

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

1. Policy Statement

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

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

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

2. Aspirational Goals

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

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

   c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.

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

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

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

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

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

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

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

5. Submission of Proposals

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

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

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

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

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

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

6. Evaluation of Compliance Proposals

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

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

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

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

7. Request for Waiver

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

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

(1) Attendance at the Pre-bid conference;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Failure To Achieve Goals

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

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

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

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

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

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

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

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

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

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

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

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

10. Reporting and Record-Keeping Requirements

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

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

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

11. Disqualification of MBE or WBE

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

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

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

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

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

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

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

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

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

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

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

14. Non-Compliance

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

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

15. Severability

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

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SCHEDULE B

Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

_____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

_____

_____

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

   _____

   _____

   _____

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

   _____

   _____

   _____

E. Nature of joint venture's business

_____

_____

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

   _____

   _____

SCHEDULE B
Joint Venture Affidavit (2 of 3)

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

_____
_____

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

1. Financial decisions _____

2. Management decisions such as:

   a. Estimating _____

   b. Marketing and Sales _____

   c. Hiring and firing of management personnel _____

   d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

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

   _____
   _____

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

   _____
   _____

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

_____
_____

SCHEDULE B

Joint Venture Affidavit (3 of 3)

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

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

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

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

Name of Project: _____

Project Number: _____

FROM:

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

TO:

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

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

_____

_____

_____

_____

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

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

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

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

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

BY:

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

_____ _____
Date Name (Print)

_____
Phone

IF APPLICABLE:
BY:

_____ _____
Joint Venture Partner (Print) Signature

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

SCHEDULE D

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

Name of Project: TBD

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

Wayne Lawrence, Associate Vice President

Title and duly authorized representative of

AECOM Technical Services, Inc.

Name of Professional Service Provider whose address is

303 East Wacker Drive, Suite 1400

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	Environmental Engineering	$ 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:

Lawrence, Wayne Digitally signed by Lawrence, Wayne DN: cn=Lawrence, Wayne, ou=USCNC02, email=wayne.lawrence@aecom.com Date: 2024.10.02 07:23:30 -04'00'

AECOM Technical Services, Inc.
Name of Contractor (Print)

Signature

10/1/24
Date

Wayne Lawrence
Name (Print)

513-233-1919
Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ___