



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

PROFESSIONAL SERVICES AGREEMENT

**GEOTECHNICAL INVESTIGATION &
REPORTING SERVICES (PS3082F)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

TERRACON CONSULTANTS, INC.

FOR

GEOTECHNICAL INVESTIGATION & REPORTING SERVICES (PS3082F)

Public Building Commission of Chicago

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

FIRM NAME:	Terracon Consultants, Inc.
CONTACT NAME:	Corina Farez, P.E., P.G.
CONTACT TELEPHONE:	630-785-6218
CONTACT EMAIL:	cfarez@wangeng.com
ADDRESS:	650 West Lake Street, Suite 420 Chicago, Illinois 60661

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
GEOTECHNICAL INVESTIGATION & REPORTING SERVICES – PS3082F

THIS AGREEMENT effective as of January 1, 2024, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Terracon Consultants, Inc.** with offices at 650 West Lake Street, Suite 420, Chicago, Illinois 60661 (the "**Consultant**").

Recitals:

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

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

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

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

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

EXECUTION PAGE
GEOTECHNICAL INVESTIGATION & REPORTING SERVICES- PS3082F


PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson
Chairman

Date: 01/22/2024

ATTEST:



Mary Pat Witry
Secretary

Date: 1/17/2024

CONSULTANT: Terracon Consultants, Inc.



President or Approved Signatory

Date: 1/11/24


AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: DuPage

State of: Illinois

Subscribed and sworn to before me by Linda Yang and _____

on behalf of Consultant this 11th day of January 20 24.

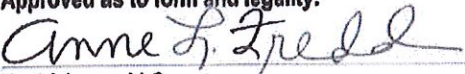

Notary Public

My Commission expires: 03/07/2026

(SEAL OF NOTARY)



Approved as to form and legality:



Neal & Leroy, LLC

Date: 1-16-2024

**SCHEDULE A
TERMS AND CONDITIONS**

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

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

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

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

- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_eccr_CodeofEthicsConsolApril-2013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **e-Builder System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at e-Builder System courses are not compensable by the Commission.
- h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.
- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.
- j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or

knowledgeable of the Services.

7. **Term.**

- a. The term of this Agreement is three (3) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
- b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.
- c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

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

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

- a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.
- b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
- c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
- d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.
- e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
- f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
- g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged

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

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

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

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

12. Default.

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

- i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;
- ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
- iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
- iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or
- v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

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

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

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

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

14. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.
15. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]
16. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.
17. **Miscellaneous.**
 - a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
 - b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
 - c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
 - d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
 - e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
 - f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
 - g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
 - i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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SCHEDULE B SCOPE OF SERVICES

4.1 Intent

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

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

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

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

4.3 Benchmark

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

4.4 Borings Location Plan

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

4.5 Soil Borings

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

1. Number and Location of Soil Borings:

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

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

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

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

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

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

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

4.6 Percolation Tests

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

4.7 Drilling and Sampling Methods

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

4.8 Laboratory Testing Requirements

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

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

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

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

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

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

4.9 Field Measurements

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

4.10 Additional Contingency Work

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

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

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

4.11 Protection/Restoration of Property

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

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

4.12 Field and Laboratory Reporting Requirements

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

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

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

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

4.13 Foundation Engineering Evaluation and Recommendations

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

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

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

4.14 Presence at Meetings

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

4.15 Deliverables

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

4.16 Time

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

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

4.17 Access to Property

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

4.18 Use of Report

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

4.19 Qualifications/Personnel

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

4.20 Proposal Content

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

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

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

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount specified in each Task Order (Fee). The hourly rates attached herein represent the basis for each fee proposal from Consultant.
- C.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables including travel to and from Commission's job sites/meetings, cell phone, computer usage, vehicles, mileage, taxi fares, parking, tolls insurance, and any other costs incurred.
- C.1.3. Should the Commission require additional services above and beyond those described in Schedule B, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement, in writing.
- C.1.4. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved by the Commission prior to being incurred. Reimbursable Expenses shall include actual expenditures for subcontractors, laboratory costs, and leased or rented equipment, as well as those expenditures as identified and approved by the Commission on a Task Order basis.
- C.1.5. The Consultant's mark-up rates for the administration and oversight of subcontractors shall not exceed five percent of the subcontractor's invoice.

C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

- C.2.1 All Consultant and Subconsultant personnel along with the billable hourly rate are subject to the prior approval of the Commission. The hourly rates shall not include compensation for overtime pay or holiday pay.
- C.2.2. Rates contained herein shall be enforceable for the term (and any subsequent option years exercised) of the agreement. Consultant may request, in writing to the Contract Officer, a request for a rate revision not less than 60 days at the end of each Calendar year. The request must be accompanied by justification by the Consultant. Revision or modifications of hourly rates shall be made at the sole discretion of the Commission.

C.3 METHOD OF PAYMENT

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

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

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

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TERRACON CONSULTANTS, INC.
LOADED RATES FOR
GEOTECHNICAL CONSULTING SERVICES
PS3082F

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

#	TASK ITEM	Unit	Unit Rate
# GENERAL			
1	Principal	Per Hour	\$ 185
2	Geotechnical Engineer, P.G.	Per Hour	\$ 135
3	Project Manager	Per Hour	\$ 150
4	Geologist, P.G.	Per Hour	\$ 120
5	Field Engineer/Geologist	Per Hour	\$ 110
6	Laboratory Technician	Per Hour	\$ 90
7	Field Technician	Per Hour	\$ 105
8	Clerical/Administrative Staff	Per Hour	\$ 65
9	QA/QC Staff	Per Hour	\$ 120
10	Environmental Technician	Per Hour	\$ 95
11	Senior Project Manager	Per Hour	\$ 155
12	Senior Staff	Per Hour	\$ 145
13	Drafting Technican	Per Hour	\$ 85
14	CADD Designer	Per Hour	\$ 100
15	[INSERT 'OTHER' HERE]	Per Hour	\$ -
16	[INSERT 'OTHER' HERE]	Per Hour	\$ -
# FIELD INVESTIGATION			
1	Mobilization / Demobilization	Each	\$ 600
2	Drilling (per ASTM D 1586)	Per Foot	\$ 40
3	Drill Rig and 2 man Crew	Per Day	\$ 1,600
4	Install Piezometers	Each	\$ 900
5	Surveying: Benchmark, coordinates, elevations, etc.	Per Day	\$ 2,200
6	Undisturbed Sampling (per ASTM D 1587)	Per Sample	\$ 25
7	In-Situ Percolation Test	Per Test	\$ 850
8	In-Situ Testing for Vane Shear	Lump Sum	\$ 325
9	Field Equipment – vehicles, coring, small tools, etc.	Per Day	\$ 65
10	Field Equipment – Foundations monitoring	Per Day	\$ 1,300
11	Field Equipment – Earthwork monitoring	Per Day	\$ 1,100
12	Misc. Field Expenses	Lump Sum	\$ 500
13	Health and Safety Plan	Lump Sum	\$ 500
14	Utility Locating Servcie (on-site locator)	Lump Sum	\$ 1,500
15	55-Gallon Drums (for soil cuttings)	Per Drum	\$ 75
16	Waste Characterization (sample collection and disposal analysis)	Lump Sum	\$ 1,800
17	Waste Profile Forms (for disposal)	Lump Sum	\$ 1,200
18	Drums Disposal (mobilization, load, transport and disposal—uncontaminated soil)	Lump Sum	\$ 750
19	Rock Coring	Per Foot	\$ 50
20	Rock Core Backfill (Grout)	Per Foot	\$ 10
21	Boring backfill (bentonite chips)	Per Foot	\$ 10
22	Surface Coring: Concrete (per boring)	Each	\$ 250
23	Surface Coring: Asphalt (per boring)	Each	\$ 125
24	Surface Restoration: Concrete (per boring)	Each	\$ 50
25	Surface Restoration: Asphalt (per boring)	Each	\$ 50
# LABORATORY TESTING			
1	Moisture Content	Each	\$ 10
2	Particle Size Analysis (per ASTM D 422 and 1140)	Each	\$ 110
3	Soil Classification (per ASTM D 2487 & D 2488)	Each	\$ 75
4	Unconfined Compressive Strength (per ASTM D 2166)	Each	\$ 65
5	Atterberg Limits (per ASTM D 4318)	Each	\$ 100
6	Consolidation Testing (per ASTM D 2435)	Each	\$ 155
7	Modified Proctor	Each	\$ 215
8	California Bearing Ratio Test (per ASTM D 1883)	Each	\$ 500
9	Organic Content	Each	\$ 50
# DELIVERABLES			
1	Draft and (1) Final Geotechnical Report	Lump Sum	\$ 2,000
2	Permits	Lump Sum	\$ 1,500

SCHEDULE D INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

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

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

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

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

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

D.1.5 Property

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

D.1.6 Valuable Papers

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

D.1.7 Contractors Pollution Liability

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

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

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

D.1.8 Railroad Protective Liability

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

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

D.2. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)

3/20/2024

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

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

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

COVERAGES ***MAIN CERTIFICATE NUMBER: 20196514 REVISION NUMBER: XXXXXXXX

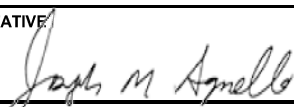
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PURSUIT # P11235032 ; PROJECT NAME: PS3082F - GEOTECHNICAL INVESTIGATION & REPORTING SERVICES. SEE ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

20196514 PUBLIC BUILDING COMMISSION OF CHICAGO PROCUREMENT DEPARTMENT RICHARD J. DALEY CENTER ROOM 200 50 WEST WASHINGTON STREET CHICAGO, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THE PUBLIC BUILDING COMMISSION, THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, THE CITY OF CHICAGO, AND EACH OF THEIR RESPECTIVE BOARD MEMBERS, EMPLOYEES, ELECTED AND APPOINTED OFFICIALS, AND REPRESENTATIVES, AND ANY OTHER AGENCY OR OWNER REQUIRED BY THE COMMISSION ARE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS TO GENERAL, AUTO, EXCESS/UMBRELLA, AND CONTRACTOR'S POLLUTION LIABILITY IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL, AUTO, EXCESS/UMBRELLA, CONTRACTOR'S POLLUTION LIABILITY AND WORKERS COMPENSATION/EMPLOYERS LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.

COI_TerraconConsultants_PS3082F_GeoTechSvcs_20250401



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

3/20/2024

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

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

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

COVERAGES ***MAIN CERTIFICATE NUMBER: 20196524 REVISION NUMBER: XXXXXXXX

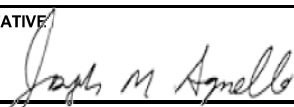
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PURSUIT # P11235032 ; PROJECT NAME: PS3082F - GEOTECHNICAL INVESTIGATION & REPORTING SERVICES. WAIVER OF SUBROGATION APPLIES TO VALUABLE PAPERS LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

20196524 PUBLIC BUILDING COMMISSION OF CHICAGO PROCUREMENT DEPARTMENT RICHARD J. DALEY CENTER ROOM 200 50 WEST WASHINGTON STREET CHICAGO, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

Section 2

KEY PERSONNEL, RESUMES & APPLICABLE LICENSES

I. ABILITY AND STRENGTHS OF PERSONNEL

With over 200 years of combined experience in geotechnical engineering and laboratory analysis, Terracon's team is well-versed in all projects they would work on for PBC. Most have spent their entire careers in the Chicagoland area and are very familiar with the subsurface conditions in the area. Terracon's efforts will be led by Corina Farez, P.E, P.G. Principal and Senior Geotechnical Consultant for Terracon. Ms. Farez has over 39 years of experience in geotechnical engineering with most of that work in the Chicagoland area. Mr. Tony Kiefer, P.E., a renowned high rise expert has 38 years of experience across the world but has mainly in the Chicagoland area, will act as the Program Advisor and QA/QC Reviewer for this contract. In addition, experienced project managers and licensed geotechnical engineers, Mr. Mickey Snider, P.E., Mr. Met Seyhun, P.E. Ms. Azza Hamad, P.E. and Mr. Andri Kurnia, P.E. will assist Ms. Corina Farez in Terracon's efforts to prepare responses to Task Order/Proposal requests. All listed Key Personnel are based in our Chicago and Lombard offices.

II. RESUMES OF KEY PERSONNEL

The following pages provide resumes of key personnel assigned to PBC projects.





EDUCATION

MSc, Civil Engineering/Structural and Geotechnical Emphasis - University of Wisconsin at Platteville, 2017

MSc, Civil Engineering/ Geotechnical Engineering - University of Science and Technology, Algeria, 1988

BSc/MSc, Geological/Geophysical Engineering - University of Bucharest, Romania, 1977

REGISTRATIONS/CERTIFICATIONS

Professional Engineer (PE)

Illinois 2017 (062.070162)

Wisconsin 2004 (37136);

Indiana 2007 (10707864);

Iowa 2006; (17905);

Michigan 2006 (6201053468);

Ohio 2006 (70707);

Kentucky 2005 (24450);

Professional Geologist (PG)

Illinois 1995 No. (196-000607);

Wisconsin 1997 (343)

PROFESSIONAL AFFILIATIONS

ASCE–American Society of Civil Engineers

NSPE–National Society of Professional Engineers

WTS–Women in Transportation Society (WTS)

DFI–Deep Foundation Institute

EMPLOYMENT HISTORY

EXPERIENCE PROFILE

Ms. Farez has over 38 years of experience in geotechnical, geological, geophysical, and water resources engineering technologies. She has extensive experience in the performance and management of subsurface investigations, construction material inspection, geotechnical laboratory testing as well as engineering analysis, design, and recommendations for a wide range of geotechnical projects. She is very familiar with standards, specifications, and practices of various transportation agencies.

PROJECT EXPERIENCE

Public Building Commission Little Village Branch Library and Addition to Humboldt Park Brach Library, Chicago, Illinois

Ms. Farez served as the Principal in Charge responsible for coordination with the Client and Owner, and the implementation of the Quality Assurance Program. Wang performed the subsurface exploration, laboratory testing, and geotechnical evaluations for the proposed Little Village Branch library located at 2311 South Kedzie Avenue and addition to Humboldt Park Brach library located at 3102-06 North Avenue in Chicago, Illinois. The purpose of these subsurface investigations was to characterize the site soil and groundwater conditions and to provide geotechnical analyses and recommendations for the design and construction of drilled shaft foundations. In addition to the initial subsurface investigation and recommendations, Wang performed four pressuremeter tests per the Foundation Review comments provided by the Chicago Department of Transportation and the Public Building Commission. Wang provided recommendations for several foundation options including shallow foundations with removal and replacement of existing subgrade, shallow foundations with subgrade improvements, deep foundations using drilled shafts and driven piles. Additional recommendations were provided for interior load bearing walls, floor slabs and driveways and parking lots. As part of the geotechnical investigation report, Wang provided construction recommendations for drilled shaft installation, backfilling and compaction, dewatering, pavement design, and construction monitoring were also provided.

Public Building Commission Fire Engine Company 109, Chicago, Illinois

Ms. Farez served as the Principal in Charge responsible for coordination with the Client and Owner, and the implementation of the Quality Assurance Program. Wang provided the subsurface soils investigation, laboratory testing, and geotechnical evaluation for the proposed new Fire Engine Company 109 facility in Chicago, Illinois. The proposed facility includes a new one-story building for the Fire Station with a steel framed superstructure and a masonry veneer exterior cavity wall with masonry back-up. Wang provided recommendations for several foundation options including shallow foundations with removal and replacement of existing subgrade, deep foundations using drilled shafts and driven piles. Additional recommendations were provided for interior load bearing walls, floor slabs and driveways and parking lots.

Public Building Commission Edgebrook Elementary School, Chicago, Illinois

Ms. Farez served as the Principal in Charge responsible for coordination with the Client and Owner, and the implementation of the Quality Assurance Program. Wang) provided the subsurface soils investigation, laboratory testing, and geotechnical evaluation for the proposed expansion of the Edgebrook Elementary School located at the intersection of North Hiawatha Avenue and Minnehaha Avenue in Chicago. The purpose of the geotechnical investigation was to determine the subsurface soil and groundwater conditions within this project area to provide a basis for foundation and pavement design and construction recommendations.

Chicago Transit Authority (CTA), 95th Terminal Improvement in Chicago, Illinois

Ms. Farez served as the Principal-in-Charge and Project Manager responsible for overall project direction and quality assurance. Wang performed the subsurface investigation, laboratory testing, and geotechnical engineering analyses and prepared a geotechnical report with foundations recommendations to support a new southern terminal and upgrading an existing northern terminal with rail and bus route improvements and a new connecting bridge. Wang coordinated and attended meetings with City of Chicago and provided hand calculations to CDOT reviewer in obtaining building permit. Also provided geotechnical submittal review and on-site testing support to the design-build team during construction.

1999 – Present, Wang Engineering, Inc.
1998 – 1999, Everest Engineering Company
1992 – 1998, Wang Engineering, Inc.
1981 – 1991, University of Science and Technology, Algeria,
1977 – 1978, Testing and Drilling State Company, Romania,

Chicago Transit Authority Morgan Street Station

M Ms. Farez served as the Principal in Charge responsible for coordination with the Client and Owner, and the implementation of the Quality Assurance Program. Wang performed the subsurface investigations, laboratory testing, geotechnical data compilation, and provided recommendations to support the design and construction of the proposed new Chicago Transit Authority Station along the Green Line Service at Morgan Street.

Chicago Transit Authority Washington-Wabash Street Station

Ms. Farez served as the Principal in Charge responsible for coordination with the Client and Owner, and the implementation of the Quality Assurance Program. Wang performed the subsurface investigations, laboratory testing, geotechnical data compilation, and provided recommendations to support the design and reconstruction of the Washington – Wabash Chicago Transit Authority Elevated Station.

Jane Byrne-Circle Interchange Reconstruction Project - Cook County, Illinois

Ms. Farez serves as the Principal-in-Charge and Project Manager responsible for overall project direction and quality assurance for the reconstruction of the City of Chicago Circle Interchange. Wang completed the geotechnical investigations for the Phase I design and is currently performing the subsurface exploration, laboratory testing and geotechnical engineering analyses to provide recommendations for Phase II design and construction of numerous bridges, retaining walls, and roadway sections. The improvements include roadway widening and reconstruction, reconstruction of 9 cross street bridges, construction of 11 ramp bridges including two new flyovers within the interchange, design and construction of more than 50 retaining walls, 38 high mast light and camera towers, numerous sign structures, and geometric modifications. The subsurface investigation consisted of 360 borings totaling 22,600 feet of conventional auger or mud rotary drilling and rock coring in 611 boreholes terminated at depths of up to 120 feet. Vane shear and pressuremeter tests were performed at selected locations and depths. Wang also installed five permanent groundwater monitoring wells uniformly distributed within the project area, Borings locations were cleared of any conflicts with existing underground utility conduits though the City of Chicago Board of Underground, IDOT, and DIGGER.

O’Hare International Airport Joint Use Rental Car and Public Parking Structure

Farez served as the Principal-in-Charge and Project Manager responsible for overall project direction and quality assurance. Wang performed the subsurface exploration, laboratory testing, and geotechnical evaluations for the proposed Joint Use Rental Car and Public Parking Structure The project included the design and construction of 500,000 square feet, four-story structure with column loads of approximately 1500 to 6300 kips. Wang explored three deep foundation systems: belled drilled shafts supported on “hardpan” soils; drilled shafts installed on top of the dolostone bedrock; and drilled shafts socketed into bedrock. The subsurface investigation and foundation design were planned and implemented to meet the Chicago Department of Transportation Deep Foundations Permit criteria.

Midway International Airport - Terminal Parking Garage Expansion, Chicago

Farez served as the Principal-in-Charge and Project Manager responsible for overall project direction and quality assurance. Wang performed the subsurface investigation and provided recommendations for the design and construction of 650,000 square feet the Midway International Airport parking expansion, parking office building relocation; two new exit booths, pavement rehabilitation for Kilpatrick Avenue between West 55th and the garage, two retaining walls, a ramp bridge, a pedestrian walkway structure, and overhead sign structures. The subsurface investigation consisted of 2,359 feet of drilling in 56 boreholes advanced to depths of up to 100 feet, including split-spoon and Shelby tube sampling. In situ determination of soil properties included SPT and pressuremeter tests.

Truman College Student Services Center and Parking Garage, Chicago, Illinois

Ms. Farez served as the Principal-in-Charge responsible for overall project direction and quality assurance. Wang performed subsurface exploration, laboratory testing, and geotechnical evaluations for the proposed Student Services Center and parking garage at Truman College, in the City of Chicago, Illinois. The project consists of construction of an approximately 75,000 square-foot student services and parking garage facility. The subsurface exploration consisted of twelve deep borings, seven shallow borings, bedrock coring, and vane shear testing. Geotechnical design data for building foundations and slab-on-grades including bearing capacities for both shallow and deep foundations, foundation settlements, equivalent fluid pressures, and construction recommendations for backfilling, compaction, dewatering, pavement design, and construction monitoring were provided.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062-070162

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

CORINA TEODORA FAREZ
157 MARENGO AVE
FOREST PARK, IL 60130-1310



MARIO TRETTO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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

16204706

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
196.000607

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

EXPIRES:
03/31/2025



LICENSED PROFESSIONAL GEOLOGIST

CORINA TEODORA FAREZ
1145 NORTH MAIN STREET
LOMBARD, IL 60148



MARIO TRETTO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

17485804

Tony Kiefer, P.E.
Senior Geotechnical Consultant

PROFESSIONAL EXPERIENCE

Mr. Kiefer is a Senior Consultant in the geotechnical department in Terracon's Chicago, Illinois office. He performs principal review of complex geotechnical and civil engineering projects and specializes in super-tall and mega-tall high rise deep foundations, analysis of embankments and slopes under static and seismic loading conditions, design of retention walls, peer review and forensic analysis.

Mr. Kiefer has been the peer reviewer or geotechnical engineer for some of the tallest buildings in the world. He has been responsible for design of explorative programs and load test programs, supervision of support personnel, and writing and reviewing of reports with engineering recommendations for footings, piles, caissons, mats, barrettes, retaining walls, excavations, dewatering, bluff stability and failure analysis for hundreds of projects.

PROJECT EXPERIENCE

Public Building Commission of Chicago

Senior Reviewing for projects providing geotechnical engineering services for Selective Enrollment High School, Esmond Elementary School Annex, Dirksen Elementary School Annex, Poe Elementary School Annex, and Gwendolyn Brooks College Prep Academy HS Athletics Amenities.

Lakeshore East – Chicago, IL

Project principal, and geotechnical engineer of record for the Lakeshore East Development, consisting of 40, 50 and 80-story high-rise towers. The 40 and 50-story towers were installed on belled caisson foundations up to 22 feet in diameter while the 80-story building was designed for support on top-of-rock caissons. Performed the lateral load analysis for the building foundations.

Riverline – Chicago, IL

Project principal, and geotechnical engineer of record for the Riverline Development, consisting of nine, 20 to 40-story high-rise residential structures spanning a three-block area. Different soil conditions resulted in half the structures being supported on belled caissons up to 16 feet in diameter and half on driven steel H-piles at 315 ton design loads. Freight tunnel inspections, water tunnel and sewer tunnel probing was performed in addition to river wall condition studies and stability analysis

Park Tower – Chicago, IL

Project principal and geotechnical engineer of record for the 46-story, 465 N. Park residential project. Terracon recommended 50 ksf belled caissons and performed construction quality testing during installation.

1326 South Michigan Residential Project – Chicago, Illinois

Project principal and geotechnical engineer of record for the 46-story building – the tallest building in Chicago on driven steel H-piles supporting a record 360-ton design load on HP14x102 piles.



EDUCATION

Master of Science, Geotechnical Engineering, University of Illinois - Chicago, 1984

Bachelor of Science, Structural Engineering, University of Illinois - Chicago, 1983

REGISTRATIONS

Professional Engineer: Illinois, No. 062045312

CERTIFICATIONS

ASFE Fundamentals of Professional Practice - summa cum laude

OSHA 1910.120, 48-Hour, Hazardous Waste Training

NAS I Certification – Underwater and Foreshore Archaeology

AFFILIATIONS

American Society of Civil Engineers

Chicago Committee on High Rise Buildings – Elected Member – Geotechnical Committee Chair

Deep Foundations Institute

Council of Tall Building and Urban Habitat -Geotechnical Award Committee Chair

Underwater Archaeological Society of Chicago – Past President

WORK HISTORY

Terracon Consultants, Inc., Geotechnical Engineer and Senior Consultant, 2014-Present

STS/AECOM, Principal Engineer, 1991-2014

Technica Ltd, Manager Cone Penetration Testing Services, 1987-1991

Tony Kiefer, PE (continued)

Fox River Reclamation District North WRF and ADP Plants, Elgin, Illinois

As project principal performed review of new plant additions for phosphorous removal equipment. Recommendations included mats, ground improvement and augercast piles in soft ground conditions adjacent to the Fox River.

Park Tower – Chicago, Illinois

Project principal and geotechnical engineer of record for the 46-story, 465 N. Park residential project. Terracon recommended 50 ksf belled caissons and performed construction quality testing during installation.

*** Central Station Development – Chicago, Illinois**

Project manager, project principal, and geotechnical engineer of record for the Central Station Development, consisting of 18, 22 to 67-story high-rises utilizing driven 300-ton H-piles, top of rock slurry caissons, auger-cast piles, and belled caissons in difficult South Chicago soil conditions. Pioneered the use of O-cell load testing for top-of-rock, straight-shaft slurry caissons designed for 90 tsf end bearing.

*** Waterview Tower – Chicago, Illinois**

Project principal and geotechnical engineer of record for the 89-story, residential project. The project was supported on rock-socketed caissons designed for 200 tsf end bearing pressure and belled caissons.

*** Hyatt Park Tower – Chicago, Illinois**

Project manager for Hyatt Park Tower, a 70-story tower. Directed subsurface exploration of deep borings and pressuremeter tests inside an existing structure. Provided recommendations for 90- to 100-foot-deep belled caissons at 40, 48, and 60 ksf bearing pressures on soil. Caissons were installed with the aid of 140-foot-deep filtered dewatering wells constructed under polymer slurry.

*** 7 South Dearborn Street – Chicago, Illinois**

Project manager and geotechnical engineer for 7 South Dearborn Street, the proposed tallest building in North America at 2,000 feet in height. Directed subsurface exploration consisting of borings, rock coring, in-situ pressuremeter tests and Goodman jack tests in rock. Recommended rock socketed caissons at 200 tsf end bearing, but proved capacity in excess of 600 tsf.

*** McCormick Place West Hall Expansion, McCormick Place Hotel, and McCormick Place Event Center – Chicago, Illinois**

Project manager: Oversaw the subsurface exploration and provided geotechnical recommendations for an \$850 million conference hall and exhibition space, high-rise hotel and 12,000 seat arena. Recommendations included straight-shaft caissons, driven steel piles and auger-cast piles to rock as well as belled caissons on hard clay. Exploration program included soil borings, in-situ CPT testing, vane shear testing and pressuremeter testing.

*** Blue Cross/Blue Shield – Chicago, Illinois**

Project manager: Directed subsurface exploration and laboratory testing and provided geotechnical recommendations for deep foundations for the phased construction of a 60-story office tower in downtown Chicago, Illinois. Thirty-five stories of the structure were constructed in 1997 supported on deep belled caissons with maximum diameters of 27 feet. In-situ pressuremeter testing was performed to provide core to perimeter settlement estimates for the initial 35 stories and future extension which was completed in 2009.

*Prior to Terracon

State of Illinois

Department of Financial and Professional Regulation
Division of Professional Regulation

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LICENSE NO
062.045312

EXPIRES
11/30/2023



LICENSED PROFESSIONAL ENGINEER

TONY A KIEFER
1415 N INDIGO DRIVE
MOUNT PROSPECT, IL 60056



Mario Treto, Jr.

MARIO TRETTO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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EXPERIENCE PROFILE

Mr. Seyhun has over 25 years of experience as a Senior Geotechnical Engineer and Project Manager in a broad range of geotechnical engineering projects for infrastructure, commercial and industrial as well as in hydropower/water resources engineering projects for large dams and tunnels, both domestically and internationally. His experience includes the management of geotechnical investigation and testing programs; design, analyses, and layout of structures; establishing design alternatives with cost estimates; preparation of plans and specifications for bidding and construction; as well as mentoring and training junior engineers for bridge, roadway, retaining wall and culvert projects.

EXPERIENCE HIGHLIGHTS

Chicago Transit Authority (CTA) Washington/ Wabash Elevated Station in Chicago, Illinois - Mr. Seyhun served as the Senior Geotechnical Engineer and Project Manager, responsible for project progress and coordination with staff for engineering analyses, field investigations, and laboratory testing, and report compilation. The proposed improvements to the CTA elevated station consisted constructing a 3-story train platform with mezzanine, platform, and canopy levels over Wabash Avenue totaling approximately 120,000 square feet of floor area. The station will be used for pedestrian traffic coming from onto and off of multiple CTA train lines. New retail stores will also be added to the intermediate platform. Wang performed the subsurface investigation, laboratory testing, and geotechnical engineering analyses and prepared a geotechnical report with foundations recommendations to support the design and construction of new foundations. OUC drilling permits were secured for deep drilling. Hand calculations for Micropiles and spread footings, as well as meeting with the OUC geotechnical department was undertaken to support the obtainment of a construction permit for the project.

CTA 95th Terminal Improvement, Chicago, Illinois - Mr. Seyhun served as the Senior Geotechnical Engineer and Project Manager for this Design-Build Project, responsible for project progress and coordination with staff for engineering analyses, field investigations, and laboratory testing, and report compilation. Wang performed the subsurface investigation, laboratory testing, and geotechnical engineering analyses and prepared a geotechnical report with foundations recommendations to support a new southern terminal and upgrading an existing northern terminal with rail and bus route improvements and a new connecting bridge. Wang coordinated and attended meetings with City of Chicago and provided hand calculations to CDOT reviewer in obtaining building permit. Also provided geotechnical submittal review and on-site testing support to the design-build team during construction.

CTA Garfield Station Renovation, Chicago, Illinois - Mr. Seyhun served as the Senior Geotechnical Engineer and Project Manager for this Design-Build Project, responsible for project progress and coordination with staff for engineering analyses, field investigations, and laboratory testing, and report compilation. Wang provided geotechnical expertise for the CTA Design-Build Project for the South Main Line Garfield Station Renovation in Chicago, Illinois. Wang performed the subsurface investigation, permitting, laboratory testing, and geotechnical engineering analyses and prepared a geotechnical report with foundation recommendations to replace existing foundations to accommodate new escalator, stairs, and enclosure. Foundation optimization was achieved for the Garfield Station based on a comprehensive review of previous geotechnical information, design plans by others, and additional subsurface investigation by Wang. Based on the new design loads and our additional investigation results, the proposed structures were supported on a series of spread footings bearing at a minimum 4 feet bgs upon compacted sand, granular fill or structural fill. Wang assisted in the obtainment of a building permit through the OUC by providing a geotechnical report and specific design calculations relating to the foundations and attending OUC meetings to answer questions. During construction, Wang observed the installation of selected spread footings and sampled and tested concrete cylinders for compressive strength.

EDUCATION

MSc, Civil Engineering / McGill University,
1993

BSc., Civil Engineering / Ottawa
University, 1986

REGISTRATIONS/CERTIFICATIONS

Professional Engineer:
Illinois 1998 (062-052588)
Wisconsin 2007 (38845)
Indiana 2009 (PE10910321)
Massachusetts 2005 (222018)
Colorado 1998 (32533)

PROFESSIONAL AFFILIATIONS

Fellow American Society of Civil
Engineers (ASCE)
Secretary/Treasurer of ASCE IL
Geotechnical
Vice-Chair of ASCE IL Geotechnical
Boston Society of Civil Engineers
(BSCE)

EMPLOYMENT HISTORY

2013 to Present
Terracon, Lombard, IL

2009 to 2013
Bloom Companies, LLC, Chicago, IL

2006 to 2009
Pioneer Engineering, Chicago, IL

2005 – 2006
PARE Corp., Foxboro, MA

1997 – 2005
Harza/MWH, Chicago, IL
1993– 1997
LHPC, Lesotho, SA

TRAINING & CERTIFICATIONS

LFRD for Highway Bridge Substructures and Earth Retaining Structures (FHWA)

IDOT S-33 “Soils Field Testing and Inspection”

Construction Safety and Health (OSHA), and numerous ASCE courses

Certified for Confined Space Entry Program (8-hr.29 CFR 1910.146, OSHA)

O’Hare Airport Badge for Access into premises until April 2012 (Signatory)

FLAC (finite element); SLOPE/W; XSTABL; SEEP/W; COMP 624, GINT; CWALSH; CBEAR, SRWall, RSS; Unisettle 4.0; Unipile 4.0; FOSSA; SLIDE

PRESENTATIONS

“Geotechnical Foundation Design,” presented to fifteen Chicago architectural Firms (Approved by American Institute of Architects).

CTA O’Hare Blue Line Jefferson Park and Belmont Station Intermodal Improvements in Chicago, Illinois - Mr. Seyhun served as the Senior Geotechnical Engineer and Project Manager for this Design-Build Project, responsible for project progress and coordination with staff for engineering analyses, field investigations, and laboratory testing, and report compilation. Wang provided geotechnical expertise for the CTA Design-Build Project for the O’Hare Blue Line Jefferson Park and Belmont Station Intermodal Improvements in Chicago, Illinois. Wang performed the subsurface investigation, permitting, in-situ pressuremeter testing, laboratory testing, and geotechnical engineering analyses and prepared geotechnical reports with foundation recommendations to support improvements to the existing Jefferson Park Station’s bus terminal roadway and canopy, and to the replacement of the CTA Belmont Station’s canopy structure along with plan revisions to comply with ADA requirements. Wang provided submittal review and permit support, as well as on-site inspection of the drilled shafts and concreting operations to support the design-build team during construction. Foundation optimization was achieved for the Belmont Station based on a comprehensive review of previous geotechnical information, design plans by others, and additional subsurface investigation with in-situ pressuremeter testing by Wang. Based on the new design loads and our additional investigation results, drilled shaft (caisson) foundations bearing upon hardpan or bedrock, as well as micropile foundation options were given. Due to high lateral loadings, six drilled shafts bearing upon bedrock was selected as the canopy structure foundation. Wang assisted in the obtainment of a building permit through the OUC by providing a geotechnical report and specific design calculations relating to the foundations, and attending OUC meetings to answer questions. During construction, Wang observed the drilled shaft installations and confirmed the quality of rock of the bottom 5 feet and tested the concrete shaft quality by concrete core compressive testing and by examination of the Thermal Integrity Profiling (TIP) testing results. A continuous 1-inch diameter probe was drilled through the new shaft concrete to further check the concrete integrity.

Other similar projects completed by Wang under Mr. Seyhun management:

- CTA Illinois Medical District Station Rehabilitation
- CTA Quincy Loop Station Upgrade

AT&T Various Projects - Mr. Seyhun served as the Senior Geotechnical Engineer and Project Manager for a series of AT&T projects as follows:

- AT&T Office Center Water Infiltration Investigation
- AT&T Buffalo Grove Parking Lot Investigation
- AT&T Edgewater CO Parking Lot Investigation
- AT&T Westmount Parking Lot Investigation
- AT&T Lake Villa Parking Lot Investigation
- AT&T Villa Park North Garage Parking and Storm Detention Investigation
- AT&T Addison Garage Site Improvements
- AT&T Rockford Garage Site Improvements

Mr. Seyhun was responsible for project progress and coordination with utility subcontractors, and with staff for engineering analyses, field investigations with infiltration tests, and laboratory testing, and report compilation. Wang performed the subsurface investigation, laboratory testing, and geotechnical engineering analyses and prepared a geotechnical letter report with recommendations for the new parking rehabilitation and other structures.

M-6 and M-12 Maintenance Facilities, Marengo and Dixon, Illinois Tollway

Mr. Seyhun served as Project Manager for the coordination and performance of geotechnical investigation, laboratory testing, surveying, foundation design and construction recommendations for the proposed buildings to the ISTHA M-6 and M-12 Maintenance Facilities.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.052588

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EXPIRES:
11/30/2023



LICENSED PROFESSIONAL ENGINEER

METIN WOLFGANG SEYHUN
4267 LINDEN TREE LN
GLENVIEW, IL 60026



MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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

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EDUCATION

MSc., Geotechnical Engineering,
Illinois Institute of Technology,
2013

BSc, Civil Engineering, University
of Khartoum, 2010

REGISTRATION

Professional Engineer (PE),
Illinois, 2020 (062.072580)

Professional Engineer (PE),
Wisconsin, 2018 (46279-6)

EMPLOYMENT HISTORY

2013 – Present, Wang
Engineering, Inc.

2010-2011, University of Khartoum,
Teaching Assistant

EXPERIENCE PROFILE

Ms. Hamad has ten years of experience in geotechnical engineering analysis, field and laboratory testing, and reporting. She is familiar with AASHTO Load and Resistance Factor Design, ASTM and AASHTO Testing Specifications, IDOT Geotechnical and Bridge manuals, Illinois Tollway Manuals, AREMA Manuals, and the requirements of many other agencies.

EXPERIENCE HIGHLIGHTS

I-80 From East of Ridge Road to Houbolt Road and I-55 Interchange, Phase II Engineering Services, Will County, Illinois - Mrs. Hamad serves as the Project Manager and Senior Geotechnical Engineer responsible for project management, coordination and performance of geotechnical investigations and laboratory testing programs, geotechnical analyses, and preparation of geotechnical reports. The proposed improvements along I-80, between Ridge Road and Houbolt Road and the I-55 interchange include about 2.5 miles of roadway widening and reconstruction. Roadway Geotechnical Reports and Structure Geotechnical Reports were prepared. Wang performed the subsurface exploration, laboratory testing, and geotechnical engineering analysis for the mainline bridges and retaining walls associated with this project. For the bridge substructures, we performed LRFD analyses for pile axial capacity and provided parameters for foundation analysis under lateral loads. Recommendations for excavation and dewatering, filling and backfilling, earthwork operations, drainage, and subgrade support rating are provided.

Illinois Tollway Geotechnical Upon Request (GUR) System wide, Illinois - As Geotechnical Lead for a team that includes five subconsultants, provided geotechnical engineering services upon request for the entire Tollway system. The tasks differ in complexity, but generally include subsurface investigations, geotechnical engineering analyses, reporting, and associated services for various projects connected to the Move Illinois Program. Mrs. Hamad serves as Assistant Project Manager responsible coordinating with Wang's Project Manager and the Tollway Project Manager, providing team management, project administration, as well as geotechnical engineering analysis and recommendations. Wang works with the Tollway Project Manager to complete assignments in a cost-effective and timely manner and in accordance with Tollway standards and guidelines. Once we identify the assignment technical requirements, we define and set apart subtasks to team members. By managing the efforts of staff and subconsultants, we can ensure the accuracy of the geotechnical data and analysis and timely completion of services.

Jane Byrne-Circle Interchange Reconstruction Project - Cook County, Illinois

Mrs. Hamad served as Project Engineer and Assistant Project Manager responsible for the writing and preparation of Structure Geotechnical Reports (SGRs) for the proposed construction of several bridges and retaining walls for the reconstruction of the City of Chicago Circle Interchange. Wang completed the geotechnical investigations for the Phase I design and is currently performing the subsurface exploration, laboratory testing and geotechnical engineering analyses to provide recommendations for phase II design and construction of numerous bridges, retaining walls, and roadway sections.

Elgin O'Hare Western Access (I-490), DuPage County, Illinois

Azza was involved in this project as Project Engineer and Assistant Project Manager responsible for coordination with Wang's Project Manager and Client for the execution of geotechnical investigations and laboratory testing programs and the writing and preparation of Structure Geotechnical Reports (SGRs) for the design and construction of a number of bridges and associated retaining walls along the Illinois Route 390 and Interstate 490 Interchange west of O'Hare International Airport. As part of this project, she also prepared several Geotechnical Data Reports for the investigation of a number of soil stock piles located along the future I-490 between Irving Park Road and Touhy avenue in DuPage County, Illinois. The investigation involved performing lab tests and engineering analyses to determine the suitability of the soil piles for use as borrow materials for embankment construction.

Central Tri-State Reconstruction, Phase I (95th Street to Cermak Road) and Phase II (Ogden Avenue to Cermak Road - Cook County, Illinois

Mrs. Hamad serves as a Project Engineer and Assistant Project Manager responsible for coordination with Wang's Project Manager and the Client for the execution of geotechnical investigations and laboratory testing programs and the writing and preparation of Structure Geotechnical Reports (SGRs) for structures including bridges and retaining walls along the most heavily traveled corridor on the Illinois Tollway system.

Metra Bridge Z-100 over Fox River, Kane County, Illinois

Ms. Hamad served as Project Engineer and Assistant Project Manager responsible for coordination with Wang's Project Manager and the performance of geotechnical analyses and recommendations. Wang Engineering performed subsurface investigation, laboratory testing, and geotechnical evaluations and recommendations for the new bridge and retaining walls to replace the existing Metra Bridge over the Fox River. This bridge is on Metra's Milwaukee District West Line and is identified as Bridge Z-100. To accommodate the construction of a second mainline track for Metra, the existing roadbed embankment will be widened requiring new retaining walls. Three new retaining walls will be constructed to retain the new railroad embankment. The recommendations included type of bridge foundations including driven piles and rock socketed drilled shafts, downdrag loads on foundation, lateral load resistances, scour potential, applicable types of retaining walls and design parameters.

Metra Bridge A-32 over Milwaukee Road, Chicago, Illinois - Ms. Hamad served as a Project Engineer and Assistant Project Manager responsible for geotechnical analyses and the preparation of a Structure Geotechnical Report (SGR) for the six new permanent and three temporary retaining walls proposed as part of the replacement of the Bridge A-32 and the improvements at the Metra Grayland Station. A temporary shoofly bridge will be constructed as temporary track support during replacement of the bridge and the temporary retaining walls will support the embankments associated with this shoofly bridge.

North Milwaukee Avenue Improvements, Logan Boulevard to Belmont Avenue-City of Chicago Department of Transportation - Mrs. Hamad served as Project Manager responsible for coordination and execution of the geotechnical investigation and laboratory testing program, analyses, and preparation of a Roadway Geotechnical Report (RGR). The proposed improvements included resurfacing and reconstruction of the existing mainline pavement, reconstruction of the sidewalks, and installation of curbs and gutters.

Rosemont Transportation Center-Cook County Department of Transportation and Highways - Azza served as the Project Engineer and Assistant Project Manager ensuring the execution of the geotechnical investigation, laboratory testing, surveying, and evaluation of the proposed transportation center, parking lot, and bus facility. A Geotechnical Report including foundation design, subgrade treatment recommendations, and construction considerations

Reconstruction and Widening of Randall Road, McHenry County, Illinois - Ms. Hamad served as Project Engineer and Assistant Project Manager responsible for coordination with Wang's Project Manager and Client for the execution of the geotechnical investigation, laboratory testing program and the writing and preparation of the Roadway Geotechnical Report (RGR) and improvement recommendations for the reconstruction and widening of Randall Road between County Line and Ackman Road in McHenry County. Additionally, she was also involved as Staff Engineer and aided in the analysis and preparation of several SGRs for the retaining walls proposed for construction along Randall Road.

Memorial Tollway (Interstate-88), Lee County, Illinois

Ms. Hamad served as Project Engineer and Assistant Project Manager responsible for coordination with Wang's Project Manager and Client for the execution of the geotechnical investigation, laboratory testing program and the writing and preparation of the Roadway Geotechnical Report (RGR) and improvement recommendations for the reconstruction and resurfacing of I-88 between US 52 and Midway Road in Lee County.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.072580

EXPIRES:
11/30/2023

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LICENSED PROFESSIONAL ENGINEER

AZZA ABUBAKR HAMAD
743 E SOUTH BROADWAY AVE APT 3
LOMBARD, IL 60148-2992



Mario Treto, Jr.

MARIO TRETTO, JR.
ACTING SECRETARY

Cecilia Abundis

CECILIA ABUNDIS
ACTING DIRECTOR

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16293307



EDUCATION

M.S., Geotechnical Engineering,
Northwestern University, 2003
B.S., Civil Engineering, Valparaiso
University, 1997

REGISTRATIONS

Professional Engineer (PE):
Illinois, 2005 (062-058045)
Indiana, 2006 (10607136)

PROFESSIONAL AFFILIATIONS

ASCE—American Society of Civil
Engineers

Geo Institute of ASCE

EMPLOYMENT HISTORY

2003 – Present, Wang Engineering, Inc.
2001-2003, Northwestern University,
2000-2001, T.Y. Lin International
1998-2000, United States Peace Corps
1996-1997, RUST Environment and
Infrastructure
1995-1996, Village of Homewood
Department of Public Works

TRAINING & CERTIFICATIONS

2015 ACEC Future Leaders in Illinois
Conference Series, Jan to May, 2015
Great Lakes Geotechnical and
Geoenvironmental Conferences, 2004,
2006, 2008, 2010, 2012, 2014
Geo-Institute Congress, Denver, CO,
Feb. 18-21, 2007
Durham Geo-Slope Indicator
Inclinometer Course, July 14, 2010

EXPERIENCE PROFILE

Mr. Snider has served as consultant, design engineer, and research assistant on geotechnical engineering, municipal environmental management and roadway engineering projects including shallow foundations, pile and drilled shaft (deep) foundations, earth retention and retaining walls, slope stability, settlement analyses, bridge abutments and cofferdam analysis; extensive laboratory testing education and experience including consolidated-undrained triaxial, one-dimensional consolidation, and direct shear testing; geotechnical field investigations including the installation of driven piles, drilled shafts, and stone column ground improvements; research, instrumentation and analysis of geodynamic blasting and construction vibrations and structural response; environmental assessments; cost-effective management solutions; and roadway geometry design. He is familiar with standards, specifications, and practices of various transportation agencies in both Illinois and Indiana.

PROJECT EXPERIENCE

Joint Use Rental Car and Public Parking Structure, O'Hare International Airport

Mr. Snider served as the Senior Geotechnical Engineer responsible for coordination of geotechnical investigations and laboratory testing programs and the preparation of geotechnical reports and analyses. Wang performed the subsurface exploration, laboratory testing, and geotechnical evaluations for the design and construction of the 300,000 square foot Joint Use Rental Car facility at O'Hare International Airport. The analysis and recommendation options include drilled shafts belled within the hardpan layer, supported at the top of sound bedrock, and socketed into the bedrock. The subsurface exploration consisted of 50 soil borings drilled within the proposed structure footprint with the majority extending up to 20 feet into bedrock. Geotechnical design data for building foundations and slab-on-grades including shaft bearing capacities and foundation settlements based on pressuremeter testing, equivalent fluid pressures, and construction recommendations for backfilling, compaction, dewatering, pavement design, and construction monitoring were provided.

Hyatt Place Hotel Development, 28 North Franklin Street

Mr. Snider served as the Senior Geotechnical Engineer responsible for daily project management, coordination with the Client, coordination of geotechnical investigations and laboratory testing programs and the writing and preparation of geotechnical reports and analyses. Wang performed subsurface exploration, laboratory testing, and geotechnical evaluations for the design and construction of the 17-story Hyatt Place Hotel located at 28 North Franklin Street in Chicago, Illinois. The development involved the installation of 8 to 12 foot diameter drilled shafts supporting loads of 1,300 to 6,500 kips. The subsurface exploration consisted of 5 soil borings drilled to depths of greater than 100 feet. Geotechnical design data for building foundations and slab-on-grades including bearing capacities and foundation settlements based on pressuremeter testing, earth retention systems abutting property lines, and construction recommendations for backfilling, compaction, dewatering, pavement design, and construction monitoring were provided.

Illinois Route 104 over the Illinois River in Meredosia – Pike and Morgan Counties, Illinois

Mr. Snider served as Senior Geotechnical Engineer responsible for coordination with the Client, coordination of geotechnical investigations and laboratory testing programs, and the writing and preparation of geotechnical reports and design analyses. Wang has performed the subsurface explorations, laboratory testing and geotechnical engineering analysis to provide recommendations for the design and construction of a 10-span bridge extending over the Illinois River. The project includes the design of deep foundations along the river bridge, including several spans and large approach embankment construction across soft and deformable floodplain deposits, as well as retaining wall design. Additional borings were advanced to provide recommendations for an associated pumping station and water storage facilities immediately south of the proposed structure.

PUBLICATIONS

Effect of Blast Design on Crack Response

Response of Cracks to Construction Vibrations and Environmental Effects

New Approach to Control of Vibrations Generated by Construction in Rock and Soil

Design and Performance of a Railroad Embankment Constructed over Dynamically Compacted Uncontrolled Fill and Soft Lake Plain Clay, GeoChicago, 2016

Village of Oak Lawn Regional Water System Improvement and Expansion

Mr. Snider is serving as Project Manager responsible for coordination with the Client, coordination of geotechnical investigations and laboratory testing programs, and the writing and preparation of geotechnical reports and design analyses in support of the Regional Water System Expansion. The project includes greater than 16 miles of re-routed, 60-inch diameter water main servicing up to 7 separate communities on the southwest side of Chicago. Wang has performed the subsurface explorations and laboratory testing, with future geotechnical engineering analysis and design to provide recommendations for both cut-and-cover and trenchless technology installation of water mains. The investigation includes coordination with the individual communities, forest preserve districts, and utility corridor managers, drilling and sampling of 90 soil borings and the installation of 25 groundwater monitoring wells. Samples were also taken at selected boreholes for environmental laboratory testing.

Dynamic Compaction and Prefabricated Vertical Drains for Uncontrolled Fill along the CN/EJ&E Railroad Embankment at Gary-Chicago International Airport

Mr. Snider served as the Senior Geotechnical Engineer responsible for coordination of geotechnical investigations and laboratory testing programs, the preparation of geotechnical reports, and the design of dynamic compaction and prefabricated vertical drain ground improvements for the construction of a 25-foot tall rail embankment over construction debris and miscellaneous dump fill. Wang performed the subsurface exploration, laboratory testing, and geotechnical design for the design and construction of the 1,500 foot long embankment and adjoining rail bridge facilitating the re-route of the rail line around a proposed runway lengthening. The design included the dynamic compaction of the dump fill to minimize embankment deformation and PVD design for construction of spread footing abutments floating 40-feet above soft lake plain clays. The subsurface exploration consisted of SPT soil borings, CPT soundings, in-situ pressuremeter testing, and test pits. The deepest borings and soundings extended up to 120 feet below grade. Final settlement monitoring showed movements less than the design requirements.

Illinois Route 38 and Kautz Road over the UP Railroad, Kane and DuPage Counties, Illinois

Mr. Snider served a Senior Geotechnical Engineer for the coordination of geotechnical investigations and laboratory testing programs and the writing and preparation of geotechnical reports and analysis. Wang has performed the geotechnical subsurface investigation, laboratory testing and engineering analysis and evaluations to provide recommendations for the design and construction of the new bridge, abutment walls, and temporary MSE wall stage construction.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

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062.058045

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EXPIRES:
11/30/2023



LICENSED PROFESSIONAL ENGINEER

MICKEY L SNIDER
MICKEY SNIDER
121 S DWYER AVENUE
ARLINGTON HEIGHTS, IL 60005



Mario Tretto, Jr.

MARIO TRETTO, JR.
SECRETARY

Cecilia Abundis

CECILIA ABUNDIS
DIRECTOR

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

16378378



EDUCATION

M.S., Geotechnical Engineering,
Illinois Institute of Technology, 2007

B.S., Civil Engineering,
Bandung Institute of Technology,
Bandung, Indonesia, 2005

REGISTRATIONS

Professional Engineer:
Wisconsin 42306-6 (2012)
Illinois 062.067551 (2015)

PROFESSIONAL AFFILIATIONS

ACEC – American Council of
Engineering Companies. Illinois
Tollway Committee Member

ASCE - American Society of Civil
Engineers, Member

EMPLOYMENT HISTORY

2009 - Present
Wang Engineering, Inc.

2007 – 2009
Chicago Testing Laboratory, Inc.

2006 – 2007
Illinois Institute of Technology.

2005 - 2006
Structure Concrete Laboratory,
Bandung Institute of Technology.

2003 - 2005
Bandung Institute of Technology.

EXPERIENCE PROFILE

Mr. Kurnia has over 16 years of experience in geotechnical engineering analysis, field and laboratory testing, and reporting. He is familiar with AASHTO Load and Resistance Factor Design, ASTM and AASHTO Testing Specifications, IDOT Geotechnical and Bridge manuals, Illinois Tollway manuals, AREMA manuals, O'Hare Modernization Program specifications, and the requirements of many other agencies.

EXPERIENCE HIGHLIGHTS

Cook County Department of Transportation and Highways, Rosemont Transportation Center - Mr. Kurnia served as the Project Manager for the coordination and performance of geotechnical investigation, laboratory testing, surveying, and evaluation of the proposed transportation center, parking lot, and bus facility. A Geotechnical Report including foundation design and treatment was provided, as well as construction considerations.

Widening and Reconstruction of IL Route 47, McHenry County, Illinois - Mr. Kurnia served as the Project Manager and Senior Geotechnical Engineer responsible for project management, geotechnical analyses and recommendations. The proposed improvements along IL 47, between Reed Road and just north IL Route 176 include about 4.2 miles of roadway widening and reconstruction. Roadway Geotechnical Reports and Structure Geotechnical Reports were prepared. To overcome settlement issues and improve the foundation soils, Wang recommend options including lightweight fill, pile supported embankment, or installation of PVDs. For the bridge substructures, we performed LRFD analyses for pile axial capacity and provided parameters for foundation analysis under lateral loads. Recommendations for excavation and dewatering, filling and backfilling, earthwork operations, drainage, and subgrade support rating are provided.

Flood Control Facility, Armstrong Park, Carol Stream Illinois - Mr. Kurnia served as Project Manager responsible for coordination with the Client for the execution of geotechnical investigations and laboratory testing programs and the writing and preparation of geotechnical reports and analyses. Wang developed, managed, and completed the subsurface and laboratory testing programs and geotechnical engineering analyses and evaluations for all components of a new flood control facility at Armstrong Park in Carol Stream, Illinois. Geotechnical analyses and recommendations were provided for the design of reservoir berms, a pump station, and a 0.5-mile siphon. The reservoir berms with a maximum height of 18 feet will retain 114.3 acre-feet of water in an overflow pond and 8.5 acre-feet of water in a holding pond. The pump station would be installed to transport water from the holding to the overflow ponds using a 60-inch diameter suction pipe and two 54-inch diameter discharge pipes. To remove excess water from the overflow pond to nearby Klein Creek, a 60-inch diameter siphon would be constructed using cut-and-cover and tunneling methods.

Runway 4L-22R Rehabilitation, O'Hare International Airport, Chicago, Illinois - Mr. Kurnia served as the Project Manager responsible for project management, geotechnical analyses and recommendations for the existing pavement rehabilitation and design of new pavement. The work included milling and overlaying the majority of the Runway 4L-22R pavement and its associated taxiways.

American Airline Parking Lot, O'Hare International Airport, Chicago Illinois – Mr. Kurnia served as the Project Manager for the coordination and performance of geotechnical investigation, laboratory testing, surveying, and evaluation of the proposed parking lot. A Geotechnical Report including subgrade treatment and recommendations was provided.

County Farm Road Bridge and Trail Improvements - Mr. Kurnia served as the Project Manager and Senior Geotechnical Engineer responsible for project management, geotechnical analyses and recommendations. The proposed improvements include the construction of approximately 5,000-foot long new trail to connect the Hawk Hollow and Mallard Lake Forest Preserve trail systems. This proposed extension requires one pedestrian bridge over County Farm Road and one pedestrian bridge over the tributary of the West Branch of the DuPage River (Keeneyville Ditch). The Bridge over County

Farm Road consists of a three-span structure with geosynthetic reinforced soil integrated bridge system (GRS-IBS) abutments and shallow footing supported piers. The Project won an award by American Council of Engineering Companies of Illinois (ACEC Illinois) for best in small project category.

City of Chicago Sewer Improvement, Cook County Illinois - Mr. Kurnia served as the Project Manager for the coordination and performance of geotechnical investigation, laboratory testing, surveying, and evaluation of the proposed sewer improvements along several City of Chicago streets which includes replacement of the existing undersized storm pipe drains. A Geotechnical Report including foundation design and treatment and open cut recommendations was provided, as well as construction considerations.

Bult Field Airport, Runway 9-27, Will County, Illinois - Mr. Kurnia served as the Project Manager responsible for project management, geotechnical analyses and recommendations for the existing runway pavement rehabilitation.

IL 83 Pedestrian Bridge, DuPage County, Illinois - Mr. Kurnia served as the Project Manager and Senior Geotechnical Engineer responsible for project management, geotechnical analyses and recommendations. The proposed improvements include the construction of approximately 250-foot long new pedestrian truss bridge, associated retaining walls, and a trail to connect Cricket Creek over IL 83.

Village of Streamwood Pedestrian Bridge and Trail - Mr. Kurnia served as the Project Manager and Senior Geotechnical Engineer responsible for project management, geotechnical analyses and recommendations. The proposed improvements include the construction of pedestrian bridge over IL Route 59 and associated trail (boardwalk); for a total length of approximately 2,250 feet. The proposed bridge and trail will be a multi-span structure with 87 piers and two abutments. Structure foundation analyses and evaluations were provided for the construction of the bridge and trail (boardwalk), including in the areas where peat soils were encountered.

I-80 From Houbolt Road to West of Center Street and Larkin Avenue Interchange Will County, Illinois - Mr. Kurnia serves as the Project Manager and Senior Geotechnical Engineer responsible for project management, coordination and performance of geotechnical investigations and laboratory testing programs, geotechnical analyses, and preparation of geotechnical reports. The proposed improvements along I-80, between Houbolt Road to West of Center Street and Larkin Avenue Interchange include about 4.5 miles of roadway widening and reconstruction. Roadway Geotechnical Reports and Structure Geotechnical Reports were prepared. Wang performed the subsurface exploration, laboratory testing, and geotechnical engineering analysis for the mainline bridges and retaining walls associated with this project. For the bridge substructures, we performed LRFD analyses for pile axial capacity and provided parameters for foundation analysis under lateral loads. Recommendations for excavation and dewatering, filling and backfilling, earthwork operations, drainage, and subgrade support rating are provided.

Geotechnical Engineering for IDOT Region Two/ District Three Various Phase I/II Projects – Years 2022, and 2023 - As the prime consultant for a team that includes three subconsultants, Wang provides geotechnical engineering services upon request for IDOT District three. The tasks differ in complexity, but generally include subsurface investigations, geotechnical engineering analyses, reporting, and associated services for various projects. Mr. Kurnia serves as Project Manager responsible for daily project management, coordination with IDOT, subconsultants, and subcontractor, providing team management, project administration, as well as geotechnical engineering analysis and recommendations. Wang works with the IDOT Project Manager to complete assignments in a cost-effective and timely manner and in accordance with IDOT standards and guidelines. Once we identify the assignment technical requirements, we define and set apart subtasks to team members. By managing the efforts of staff and subconsultants, we can ensure the accuracy of the geotechnical data and analysis and timely completion of services.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.067551

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

ANDRI ADITIA KURNIA
998 HUNTLEIGH DRIVE
NAPERVILLE, IL 60540



MARIO TRETTO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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

16204338

William P. Quinn

Manager Regional Services

PROFESSIONAL EXPERIENCE

Mr. Quinn serves as a Laboratory consultant for Terracon's geotechnical and materials laboratories. His responsibilities include oversight and auditing of routine and special geotechnical and rock mechanics testing, materials testing and concrete testing capabilities and projects. He brings to Terracon over 49 years of experience in the testing of soils, aggregates and concrete. He has an established reputation of providing excellent client service, accurate test data and the ability to manage complex projects. Under Mr. Quinn's guidance, the laboratories with his oversight have developed into reliable support services for internal clients as well as separate profit centers, servicing their own clientele. It has been and continues to be a personal goal of maintaining the highest level of expertise through continued training, strict accordance to establish procedures, the use of state-of-the-art test equipment and an emphasis on client service.

PROJECT EXPERIENCE

Chicago Transit Authority Red/Purple Line Expansion Project

Oversaw and conducted rock compressive strength testing with Young's Modulus and Poisson's Ratio determinations, consolidation, compressive strength and index property testing of soil samples.

Elgin / O'Hare Western Access Tollway

Project Manager for the performance of triaxial compression and consolidation testing of soils for bridges and abutments.

I-294 Tollway

Project Manager for the performance of triaxial compression and consolidation testing of soils for road way expansion.

O'Hare Airport Taxiway Project

Project Manager for the testing of site materials for the construction and resurfacing of taxiways.

O'Hare Airport Modernization, Chicago, Illinois

Task manager responsible for soils and concrete testing for the new runway, control tower, and terminal construction.

Fermi Lab Geotechnical Analysis - Batavia, Illinois

Coordinating laboratory testing of soil samples for triaxial and consolidation testing with stresses up to 128 tsf.



EDUCATION

Bachelor of Science,
Occupational Education,
Southern Illinois University,
1984

PROFESSIONAL ASSOCIATIONS

American Concrete Institute

Chairman for Committee D18 on
Soil and Rock

Subcommittee Chairman for
D18.91 on Standards
Development and Review

Subcommittee Chairman for
D18.03 on Texture, Plasticity,
and Density Characteristics of
Soils

American Rock Mechanics
Association

AWARDS

2020 ASTM Award of Merit
Recipient

2019 D18 Woodland G Shockley
Memorial Award Recipient

WORK HISTORY

Terracon Consultants, Inc. –
Glendale Heights, IL
Manager Regional Services
2021-Present
Department Manager 2015-
2021

AECOM Incorporated – Vernon
Hills, IL
(Formally STS Consultants, Inc.)
Laboratory Manager 1980-2015

Soil Testing Services –
Northbrook, IL
Laboratory Supervisor 1978-
1980

William P. Quinn (continued)

TRUMP International Hotel and Tower – Chicago, Illinois

Task manager for the testing of all concrete placed on the project including self-consolidating concrete and high strength concrete with compressive strength values exceeding 23,000 psi.

Keystone Storm Trunk and Outfall – Calgary Alberta Canada

Conducted direct shear tests on intact rock core specimens

IH 43 North South Freeway Capitol to Hampton Street – Milwaukee, WI

Conducted multiple tests to evaluate aggregate including direct shear gradation, permeability and corrosion testing.

West Calgary Ring Road Expansion Project - Calgary, Alberta, Canada

Project manager for the performance of direct shear testing of intact and pre-sawn rock core specimens, rock swell tests, freezing/thawing of rock core samples and slake durability testing.

BP Flexible Diaphragm Wall - Whiting, Indiana

Project Manager responsible for collecting and testing bentonite / soil mixes for strength and permeability for conformance to project specifications.

Ft. Peck Spillway, Ft Peck Montana

Task Manager responsible for geotechnical testing including triaxial and direct shear tests of weak shale samples as well as triaxial and uniaxial testing of rock specimens for the US Army Corps of Engineers

Anderson AFB, Guam

Provided expertise to facilitate the setup and National Voluntary Laboratory Accreditation Program accreditation of on-site materials testing at the laboratory facility at Anderson AFB in Guam.

Tennessee Valley Authority, Coal Ash Retention Failure, Tennessee

Responsible for testing of ash component and soil in consolidated isotropic undrained, consolidated drained, and extension triaxial tests using standard and unique sample preparation methods. High end testing also included direct shear as well as consolidation tests. Extensive index properties were evaluated as well.

Keetac Mine Corp, Wisconsin

Task manager for the performance of triaxial direct shear and vane shear testing of loosely cemented tailings samples.

Construction Technology Laboratories, Cement Kiln Dust/Soil Stabilization Study

Project manager for a comparative research program using three different soils and 27 different modifying additives.

Dow Chemical, Pond Liner Study, Magnolia, Arkansas

Study consisted of long-term permeability testing at elevated temperatures using corrosive permeants.

American Colloid Company, Permeability Study for Retention Ponds, Upstate New York

Performed a long-term permeability study using a bentonite sand mixture and a hazardous permeating fluid for retention ponds in Upstate New York.

Harza Engineering Company, Urbanite Dam, Caracas, Venezuela

Conducted static and dynamic triaxial testing on re-compacted sand samples from the Urbanite Dam site.

Section 2

III. SUMMARY TABLE OF KEY PERSONNEL

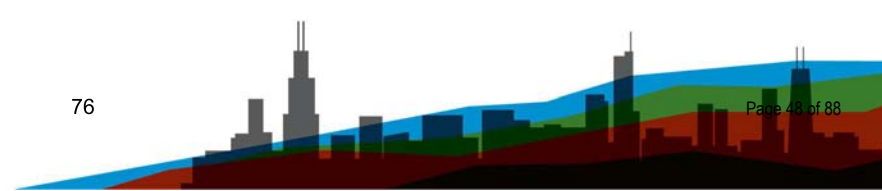
Name/Office Location	Total Yrs. Exp.	Yrs. w/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses
Corina Farez, P.E., PG. Lombard, IL Office	39	*25	Program Manager	MSc Civil Engineering/Structural and Geotechnical Emphasis - University of Wisconsin at Platteville, 2017 MSc Civil Engineering/ Geotechnical Engineering - University of Science and Technology, Algeria, 1988 BSc/MSc Geological/Geophysical Engineering - University of Bucharest, Romania, 1977	Professional Engineer: Illinois, Indiana, Iowa, Kentucky, Michigan, Ohio, Wisconsin Professional Geologist: Illinois and Wisconsin
Tony Kiefer, P.E. Chicago Office	38	9	Senior Consultant	MS Geotechnical Engineering, 1984, University of Illinois at Chicago BS Structural Engineering, 1983, University of Illinois at Chicago	Professional Engineer: Illinois
Met Seyhun, P.E., F.ASCE Lombard, IL Office	30	*10	Project Manager, Sr. Geotechnical Engineer	MSc Civil Engineering, McGill University, 1993 BSc Civil Engineering, Ottawa University, 1986	Professional Engineer: Illinois, Indiana, Iowa, Massachusetts, Colorado, Wisconsin
Azza Hamad, P.E. Lombard, IL Office	10	*10	Project Manager, Sr. Geotechnical Engineer	MSc Geotechnical Engineering, Illinois Institute of Technology, 2013 BSc Civil Engineering, University of Khartoum, 2010	Professional Engineer: Illinois and Wisconsin
Mickey Snider, P.E. Lombard, IL Office	27	*20	Project Manager, Sr. Geotechnical Engineer	MS Geotechnical Engineering, Northwestern University, 2003 BS Civil Engineering, Valparaiso University, 1997	Professional Engineer: Illinois and Indiana

Section 2

Name/Office Location	Total Yrs. Exp.	Yrs. w/Terracon	Position	Degree/ Yr.	Professional Registration/ Licenses
Andri Kurnia, P.E. Lombard, IL Office	20	*14	Project Manager, Sr. Geotechnical Engineer	MS Geotechnical Engineering, Illinois Institute of Technology, 2007 BS Civil Engineering, Bandung Institute of Technology, Bandung, Indonesia, 2005	Professional Engineer: Illinois and Wisconsin
Bill Quinn Glendale Heights, IL	50	9	Regional Laboratory Manager	BS Occupational Education, 1984, Southern Illinois University	American Society of Testing and Materials Chairman for Committee D18 on Soils and Rock
*Combined Terracon & Wang years					

IV. LICENSES OF KEY PERSONNEL

Included after each resume in previous section.



ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

FIRM NAME Terracon Consultants, Inc.

I. LEGAL ACTIONS

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

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

**ATTACHMENT B
DISCLOSURE AFFADAVIT**

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned Linda Yang, P.G., as Vice President
Name Title

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

RESPONDENT			
Name of Firm:	Terracon Consultants, Inc.		
Address:	650 W. Lake Street, Suite 420		
City/State/Zip:	Chicago, IL 60661		
Telephone:	312-575-0014	Facsimile:	312-575-0111
FEIN:	42-1249917	SSN:	
Email:	Linda.Yang@terracon.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

ATTACHMENT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Delaware
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	Chicago, IL 60661	
Telephone:	312-575-0014	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
see attached		
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
TSVC, Inc.	10841 S. Ridgeview Road, Olathe, KS 66061	100 %
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

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William A. Anderson (SAV)
Jeffrey C. Roberts (HOU)
Jason A. Sander (CIN)
Vanessa D. Zambo (COR)

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Michael J. Yost (COR), Senior Vice President, Secretary
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Aaron J. Mann (COR), General Counsel
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David M. Matson (ALB)
Jack A. McCranie (FTW)
Matthew R. McElvogue (WIN)
P. Jared Mechetti (SA2)
Ryan D. Merkley (SLC)
Jeffrey A. Miller (HOB)
Scott G. Miller (OMA)
Richard A. Minichiello (FTL)
Aaron J. Muck (CIN)
Mohammad "Mo" Nasim (DMN)
Scott D. Neely (PHO)
Richard D. Olson (INP)
Brett A. Pope (AUS)
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Scott A. Randle (OKC)
Laura K. Register (NAS)
Belinda S. Richard (TAD)
Terrell W. Rippstein (BIR)
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Daniel F. Schneider (DEN)
Michael W. Schrum (CHA)
Xue-jun "Jon" Sheng (MID)
Richard M. Simon (JAC)
Elizabeth M. Smith (AUS)
Noosha P. Smith (LGC)
Kazem "Kevin" Sohrabnia (CSC)
Christopher S. Srock (ATL)
Paul M. Stevens (STL)
Todd E. Swoboda (HOU)
Dana J. Wagner (MIN)
Sheryl L. Wagner (COR)
Gregory C. Walterscheid (DAL)

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

California Professional Engineers In Charge

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

ATTACHMENT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

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

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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



Signature of Authorized Officer

Linda Yang

Name of Authorized Officer (Print or Type)

Vice President

Title

630-445-0159

Telephone Number

State of IL
County of Cook

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


Notary Public Signature and Seal



ATTACHMENT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned Donald J Vrana, as Treasurer
Name Title

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

RESPONDENT			
Name of Firm:	TSVC, Inc.		
Address:	10841 S. Ridgeview Road		
City/State/Zip:	Olathe, KS 66061		
Telephone:	913-577-0394	Facsimile:	
FEIN:	06-1664428	SSN:	
Email:	Sheryl.Wagner@terracon.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

ATTACHMENT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Delaware
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
City/State/ZIP:	Olathe, KS 60661	
Telephone:	913-599-6886	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Gayle Packer	President	
Don Vrana	Treasurer	
Michael Yost	Secretary	
Bryan Paris	Assistant Treasurer	
Patrick Courtney	Assistant Treasurer	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
None		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
<i>If the answer is no, please complete the following two sections.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

ATTACHMENT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

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

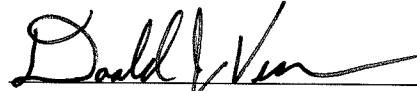
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

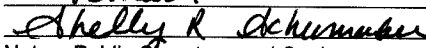
Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

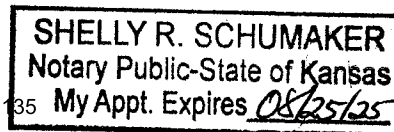
The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm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


Signature of Authorized Officer
Donald J Vrana
Name of Authorized Officer (Print or Type)
Treasurer
Title
913-577-0394
Telephone Number

State of Kansas
County of Johnson

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


Notary Public Signature and Seal



ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Geotechnical Investigation & Reporting Services - PS3082

Description of goods or services to be provided under Contract:

Geotechnical Engineering Services

Name of Consultant: Terracon Consultants, Inc.

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

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

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



Signature

Linda Yang

Name (Type or Print)

7/7/2023

Date

Vice President

Title

Subscribed and sworn to before me

this 7th day of July 2023



Notary Public



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

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

1. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
- c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
 - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
 - (6) "Established Business" means a person or entity granted certification by the City of Chicago.
 - (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
 - (8) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

- (9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

4. Determining MBE/WBE Utilization

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
 - b. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
 - c. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
 - d. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
 - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- e. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
 - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity

accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.

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

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

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

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

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by

7. Request for Waiver

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

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

- (1) Attendance at the Pre-bid conference;
 - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
 - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
 - (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/associations;
 - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
 - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
 - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
 - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
 - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - (11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;
 - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
 - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
 - (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
- (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
 - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

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

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
 - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;

established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

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

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

9. Failure To Achieve Goals

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

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

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

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

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

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

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

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

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

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

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

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

10. Reporting and Record-Keeping Requirements

a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE

assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
 - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
 - (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
 - (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified

due to unforeseen circumstances.

- (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
- (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
 - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
 - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

15. Severability

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

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SCHEDULE B
Joint Venture Affidavit

(SCHEDULE FOLLOWS)

SCHEDULE B

Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

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

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

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

SCHEDULE B
Joint Venture Affidavit (2 of 3)

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

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

1. Financial decisions _____

2. Management decisions such as:

a. Estimating _____

b. Marketing and Sales _____

c. Hiring and firing of management personnel _____

d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

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

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

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

SCHEDULE B

Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

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

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

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

Notary Public

Commission expires:
(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

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

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

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

Notary Public

Commission expires:
(SEAL)

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

(SCHEDULE FOLLOWS)

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

Name of Project: _____

Project Number: _____

FROM:

(Name of MBE or WBE) MBE _____ WBE _____

TO:

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

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

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

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

% of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

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

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

BY:

Name of MBE/WBE Firm (Print)

Date

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE D
Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(SCHEDULE FOLLOWS)

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

Name of Project: Geotechnical Services PS3082F

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

Linda Yang Vice President
 Title and duly authorized representative of

Terracon Consultants Inc
 Name of Professional Service Provider whose address is

650 W Lake St, Chicago, IL 60661

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
TBD	TBD	\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		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:

Terracon Consultants Inc

Name of Contractor (Print)

09/20/2024

Date

630-445-0159

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date



Signature

Linda Yang

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____