



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

PROFESSIONAL SERVICES AGREEMENT
ENVIRONMENTAL ENGINEERING SERVICES
(PS3080H)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

TERRACON CONSULTANTS, INC.

FOR

ENVIRONMENTAL ENGINEERING SERVICES (PS3080H)

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:	Rich O'Brien
CONTACT TELEPHONE:	312-489-5501
CONTACT EMAIL:	Rich.O'Brien@terracon.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
ENVIRONMENTAL ENGINEERING SERVICES– PS3080H

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
ENVIRONMENTAL ENGINEERING SERVICES - PS3080H

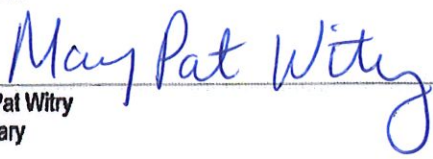
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson
Chairman

Date: 1/9/2024

ATTEST:



Mary Pat Witry
Secretary

Date: 1/9/2024

CONSULTANT: Terracon Consultants, Inc.



President or Approved Signatory

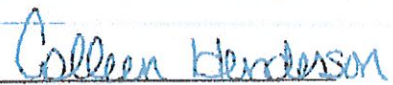
Date: 1/3/2024

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

County of: Will

State of: Illinois

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



Notary Public

My Commission expires: 7/13/26

(SEAL OF NOTARY)



Approved as to form and legality:



Neal & Leroy, LLC

Date: 1/8/2024

SCHEDULE A TERMS AND CONDITIONS

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

Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

- c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must, at all times, use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.
 - d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
 - e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
 - f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.
 - g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **Duties and Obligations of Consultant.**
- a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42

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

- b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.
- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_e-cr_CodeofEthicsConsolApril-2013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **e-Builder System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder System provided by or on

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

- h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.
- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.
- j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

7. **Term.**

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

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

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

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

Commission's requirements for the Project and the Services.

- b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
 - c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
 - d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.
 - e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
 - f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
 - g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.
 - h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.
10. **Indemnification of Commission and Third Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.
11. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in SCHEDULE D.
12. **Default.**
- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
 - i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;
 - ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
 - iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
 - iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

- v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.
 - b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.
 - c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.
14. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.
15. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]
16. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.
17. **Miscellaneous.**
- a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
 - b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
 - c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the

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

- d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
- e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
- f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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SCHEDULE B

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

General Detailed Scope of Services – Environmental Consulting Services

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

Category A. Planning Phase Environmental Services

1. Phase I Environmental Site Assessments (ESAs): Conduct Phase I Environmental Site Assessments in accordance with the ASTM E 1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The federal rule recognizes the ASTM E 1527-21 standard as an acceptable guidance document for satisfying the “All Appropriate Inquires” (AAI).
2. Phase II ESAs and Soil Management Assessments: Conduct Phase II ESAs to investigate the finding of Phase I ESAs on sites proposed for development/redevelopment. Phase II Environmental Site Assessments will be performed in accordance with ASTM E1903-11 19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process, US EPA SW-846, “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods,” and all applicable regulatory requirements to assess potential impact to if soil, groundwater, and/or soil vapor conditions. Conduct soil management assessments to investigate the impact associated with identified Potentially Impacted Properties (PIPs) in accordance with 35 Ill. Adm. Code 1100: Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operation. Preparation of “uncontaminated soil” certifications in accordance with 35 Ill. Adm. Code 1100 based on the findings of soil assessment activities.
3. Geophysical Surveys: Conduct geophysical survey using electromagnetic and/or ground penetrating radar and reports to explore and evaluate sites for the possible presence of former underground storage tanks, foundations, or other subsurface structures.
4. Test Pit Excavation and Site Restoration: Conduct test-pit excavations using excavation equipment in locations of unexplained anomalies based on the results of the geophysical survey that may indicate the presence of underground storage tanks, foundations, or other subsurface structures. Site Restoration services would include the backfilling of test pits with moderate compaction effort and the restoration of sod, asphalt, concrete, or other surface materials required to be repaired by the PBC.
5. Environmental Grant Applications: Prepare local, state or federal grant applications on behalf of the PBC for environmental funding to support PBC projects.
6. Environmental Budget Preparation: Use information from Phase I ESAs, Phase II ESAs, geophysical surveys, and/or test pits as well as schematic project designs provided by PBC to prepare preliminary budgets for environmental remediation.

Category B. Environmental Design Phase Environmental Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Bid Package Generation

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

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

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

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

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

- i. Environmental Design Kick-Off Meeting
- ii. Bi-Weekly Design Meetings
- iii. Design Phase Utility Coordination Site Visit

- iv. Design Milestone Meetings (60%, 90% and 100% set)
- v. Design to Construction Meeting
- c. Bid Meeting Participation: The Consultant would attend meetings relative to providing environmental design information throughout the bidding process including:
 - i. Pre-Bid
 - ii. Technical Review
 - iii. Construction Pre-Installation Meeting
- d. Meeting Minutes: The Consultant would prepare meeting minutes for all environmental related meetings and provide the meeting minutes in a draft copy for PBC review and comment.
- e. Bid Package Coordination: The Consultant would coordinate the development of all environmental bid documents with the Architect of Record and their project team including but not limited to the landscape, geotechnical, structural, and civil engineering professionals (the PBC has template specifications that can be modified for this task). The Consultant reviews all specifications generated by the AOR team related to backfill, earthwork, utilities, and landscaping for language continuity among all specification sets with an emphasis on language dealing with the management and/or remediation of environmentally impacted media or special soil management requirements.
- 6. Environmental Grant Administration: The Consultant would provide grant administration services, at the direction of the PBC, including, but not limited to:
 - a. Preparing grant applications
 - b. Generating environmental estimates as requested
 - c. Preparing grant reporting as required by the specific grant type
 - d. Meeting preparation and presentations to grant administrators
 - e. Preparing presentations for public meetings as well as community relations plans
 - f. Seeking out information requested, and filling forms required by the grant

Category C. Construction Phase Environmental Oversight Services

- 1. Contract Administration: The Consultant would provide contract administration activities to ensure all environmental site work is performed in accordance with the project design and specifications as well as in accordance with local, state, and federal environmental regulations.
- 2. Environmental Submittal Approvals: The Consultant would provide review, comment and approval on Contractor submittals related to environmental remediation work. The Consultant would be expected to review submittals related to the management of soil, storm, and groundwater on and off site; soil stockpiling; dust suppression, etc. The Consultant would review and collect copies of all trucking manifests concerning disposal of all materials and imported material documentation for compliance with project specifications.
- 3. Remediation and Soil Management Oversight: The Consultant would provide on-site environmental oversight as required throughout environmental remediation and soil management activities including, but not limited to, the excavation of contaminated soil and backfilling of materials (i.e. clay, topsoil, clean stone, etc.). Compile all load tickets, gate receipts, waste manifests, disposal records, analytical data, permits, field logs, photographs, and survey information from Contractor for inclusion in the final reporting and for PBC and client as directed.
- 4. Underground Storage Tank Management: The Consultant would provide Underground Storage Tank Management Services to assist the Contractors to remove underground storage tanks from PBC sites. See item B.3 for task related activities.
- 5. Field Meetings Related to Environmental Matters: The Consultant would attend project coordination and weekly meetings, via remote access, at PBC offices, or on the project site as required.
- 6. Soil Management and Environmental Remediation Report Generation: The Consultant would prepare weekly and bi-weekly environmental reports as well as a final soil management and remediation report as required by the PBC. The Consultant would provide a written summary of field activities, summary of any survey or other field measurements as well as photo-documentation of all soil-related activities. Soil related activities

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

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

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

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount 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 HOURLY RATES - ENVIRONMENTAL CONSULTING SERVICES
ENVIRONMENTAL ENGINEERING SERVICES - PS3080H

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

Job Title		Unit	Hourly Rates
Phase I and II Environmental Assessments/Design and Construction Management			
A	Principal	Per Hour	\$ 200.00
B	Environmental Engineer P.E.	Per Hour	\$ 185.00
C	Environmental Engineer	Per Hour	\$ 130.00
D	Geologist/Hydrologist	Per Hour	\$ 125.00
E	Certified Industrial Hygienist	Per Hour	\$ 140.00
F	Environmental Scientist	Per Hour	\$ 109.00
G	Building Inspector (Hazardous Waste)	Per Hour	\$ 100.00
H	Chemist	Per Hour	\$ 90.00
I	Environmental Communications Specialist	Per Hour	\$ 90.00
J	Project Manager	Per Hour	\$ 140.00
K	Senior Project Manager	Per Hour	\$ 165.00
L	Environmental Technician	Per Hour	\$ 90.00
M	Clerical/Administrative Staff	Per Hour	\$ 65.00
N	Drafting Technician	Per Hour	\$ 80.00
O	Civil Engineer	Per Hour	\$ 145.00
P	CAD Specialist	Per Hour	\$ 125.00
Q	Insert Other Title Here:	Per Hour	\$ -
R	Insert Other Title Here:	Per Hour	\$ -
Environmental Design Services			
A	Environmental Engineer P.E.	Per Hour	\$ 185.00
B	CAD Specialist	Per Hour	\$ 100.00
C	Drafting Technician	Per Hour	\$ 80.00
D	Clerical/Administrative Staff	Per Hour	\$ 65.00
E	Engineer	Per Hour	\$ 125.00
F	Project Manager	Per Hour	\$ 140.00
G	Senior Project Manager	Per Hour	\$ 165.00
H	Insert Other Title Here:	Per Hour	\$ -

SCHEDULE D

INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission, must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

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

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

D.1.5. Property

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

D.1.6. Valuable Papers

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

D.1.7 Contractors Pollution Liability

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

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

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

D.1.8 Railroad Protective Liability

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

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

D.2. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

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): E-MAIL ADDRESS: FAX (A/C. No):														
INSURED 1363557 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER B : The Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER C : The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER D : Allied World Assurance Company (U.S.) Inc.</td><td>19489</td></tr><tr><td>INSURER E : Lloyds of London</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	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 :	
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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: 20196466

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 DED <input checked="" type="checkbox"/> RETENTION \$ \$0	Y	Y	CUP-4W208814	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	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	CONTRACTORS POLLUTION LIAB	Y	Y	0312-6506	4/1/2023	4/1/2025	\$10,000,000 EACH OCCURANCE/AGGREGATE
E	PROFESSIONAL LIABILITY			LDUSA2405180	4/1/2024	4/1/2025	\$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 # P11237113 ; PROJECT NAME: PS3080H - ENVIRONMENTAL ENGINEERING SERVICES. SEE ATTACHED.

CERTIFICATE HOLDER

CANCELLATION

APPROVED
JLB20196466
PUBLIC BUILDING COMMISSION OF CHICAGO
PROCUREMENT DEPARTMENT
RICHARD J. DALEY CENTER ROOM 200
50 WEST WASHINGTON STREET
CHICAGO, IL 60602

7/18/2025

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

AUTHORIZED REPRESENTATIVE

THE PUBLIC BUILDING COMMISSION, THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, THE CITY OF CHICAGO, AND EACH OF THEIR RESPECTIVE BOARD MEMBERS, EMPLOYEES, ELECTED AND APPOINTED OFFICIALS, AND REPRESENTATIVES, AND ANY OTHER AGENCY OR OWNER REQUIRED BY THE COMMISSION ARE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS TO GENERAL, AUTO, EXCESS/UMBRELLA, AND CONTRACTOR'S POLLUTION LIABILITY IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL, AUTO, EXCESS/UMBRELLA, CONTRACTOR'S POLLUTION LIABILITY AND WORKERS COMPENSATION/EMPLOYERS LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT.



CERTIFICATE OF LIABILITY INSURANCE

Page 3 of 3

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): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674
INSURED 1013716 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061		

COVERAGES *MAIN CERTIFICATE NUMBER: 20196471 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 DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> 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 # P11237113 ; PROJECT NAME: PS3080H - ENVIRONMENTAL ENGINEERING SERVICES. WAIVER OF SUBROGATION APPLIES TO VALUABLE PAPERS LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

20196471

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

COI_Terracon_EnvEngSvcs_PS38080H_JLB_20250401

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SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

Section 2

KEY PERSONNEL, RESUMES & APPLICABLE LICENSES

1. PERSONNEL MATRIX

To facilitate the delivery and execution of task orders under this contract, Terracon will assign Mr. Richard O'Brien, P.E., and Mr. Mike Lawrence, P.E. as core members of the project management team to coordinate and direct the services. Both of these key personnel have significant experience providing environmental services under similar task order contracts. As shown, Terracon currently employs a highly experienced staff, including four professional engineers licensed in Illinois with a minimum of 15 years of experience conducting environmental planning, design, and construction oversight services: Matt Catlin, P.E., Eduardo Gasca, P.E., and PBC Project Managers Richard O'Brien, P.E., and Mike Lawrence, P.E. All four Professional Engineers have extensive IEPA Site Remediation Program experience and successful projects working with the PBC and sister Chicago agencies.

Staff Name Title	Total Yrs. in Industry	Years with Terracon	Cat. A - Phase I & II ESA, Geophysical, etc.	Cat. B - Phase II ESA, LUST, SRP, Bid Package, etc.	Cat. C - Construction Oversight	10+ years IEPA SRP Project Management	7+ years Illinois LUST Management	Owners Representative Services	Environmental Grant Administration	QA / QC Technical Review
Matt Catlin, P.E. Senior Principal Division Manager	30	26	X	X	X	X	X	X		X
Eduardo Gasca, P.E. Remediation Group Manager	32	5	X	X	X	X	X	X		X
Mike Lawrence, P.E. Sr. Environmental Engineer	25	6	X	X	X	X	X	X	X	X
Richard O'Brien, P.E. Sr. Environmental Engineer	22	11	X	X	X	X	X	X	X	X
Gary Perkowitz, P.G. Sr. Geologist	33	5	X	X	X	X	X	X	X	X
Ron St. John, PHG, CPG Sr. Consultant	45	5		X	X	X	X	X		X
Steve Swenson, P.G. Due Diligence Group Manager	30	5	X	X	X	X	X	X		X
Linda Yang, P.G. Sr. Principal Regional Manager	29	12	X	X	X	X	X	X	X	X

Section 2

2-6. RESUMES OF KEY PERSONNEL

The following pages provide resumes of key personnel assigned to PBC projects and the licenses behind each resume. As demonstrated in the matrix, all key personnel being assigned to PBC have a least 10 years of experience working in the State of Illinois. All of the Illinois Licensed PEs and PG's have over 15 years conducting environmental planning, design, and construction oversight.

Matt Catlin, P.E.

SENIOR VICE PRESIDENT, DIVISION MANAGER

PROFESSIONAL EXPERIENCE

Mr. Catlin is the Division Manager for Terracon's North Central Operating Group office operations. Mr. Catlin is a member of Terracon's investigation and site remediation Practice Resource Group where he serves as a technical resource for the company for site investigations and risk-based corrective action.

Mr. Catlin's experience includes:

- Management of more than 100 sites through regulatory programs including Illinois LUST, Illinois SRP, Missouri VCP, and Missouri LPST. Particularly strong experience and expertise in the Illinois programs.
- Supervision of hundreds of intrusive site investigations in Illinois, Missouri, and Indiana.
- Supervision of more than a thousand Phase I Environmental Site Assessments of a wide variety of sites.
- Mr. Catlin has also supervised dozens of underground storage tank closures in Illinois, Indiana, and Missouri.

PROJECT EXPERIENCE

City of Chicago Brownfield Site

Served as the project manager for a brownfields project in Chicago, which included the removal of 13,000 cubic yards of impacted soil, the removal of over 110,000 gallons of UST storage capacity, the calculations of risk-based remediation objectives, and construction of engineered barriers. The Remedial Action Plan was approved by the IEPA on an expedited basis, and the property was developed for residential use. As part of this project, Terracon received the first City of Chicago Highway Authority Agreement where liability for off-site impact does not transfer with the property.

20 Acre Former PCE Manufacturing facility, Metropolis, Illinois

Helped City obtain funding through Illinois EPA's Municipal Brownfield program by preparing grant application. Completed Site Investigation and Remedial Action Plan for site using State funding, managed grant. Helped City obtain USEPA Brownfield Cleanup Grant by preparing grant application. Designed and implemented insitu chemical oxidation, and insitu metals stabilization strategies which resulted in attaining of site-specific remedial objectives and NFR status for the site.

Agrichemical Site Remediation – 15 sites central/southern Illinois

Designed and performed investigations at numerous agrichemical fertilizer/pesticide distribution and storage centers in Illinois. Developed risk-based cleanup objectives for each site. Using a variety of Tier I, Tier II, and Tier 3 methods, total remediation costs were significantly reduced. Land farming under Illinois Department of Agriculture significantly reduced the cost of managing more than 2,000 cubic yards of highly impacted soil. Sites participated in Illinois Site Remediation Program.

Illinois Municipal Brownfields Grant Site, DuQuoin, Illinois

Working with officials from the City of DuQuoin, applied for and received Brownfield grant to investigate abandoned contaminated site. Developed risk based cleanup objectives that resulted in the economical and successful redevelopment of the site and issuance of No Further Remediation Letter.



EDUCATION

Masters of Environmental Engineering, 2000, Illinois Institute of Technology

Bachelor of Environmental Science, 1995, Monmouth College

REGISTRATIONS

Professional Engineer (Illinois)
062-059562

CERTIFICATIONS

OSHA 40-Hour
OSHA Confined Space
OSHA 8-Hour Supervisor

WORK HISTORY

Terracon, Central Division Manager, 2012-present

Terracon, Regional Manager, 2008-2012

Terracon, Office Manager, 2007-Present

Terracon, Environmental Services Manager, 2002-2008

Terracon, Phase II Section Manager, 2000-2002

Terracon, Project Manager, 1997-2000

Terri-Tec Environmental, Environmental Scientist, 1995-1997

Clean Harbors Environmental, Field Services Technician, 1995

Environmental Management Group,

Wastewater Treatment Plant technician, 1993-1995

Pillsbury Plant – Belvidere, Illinois

Re-evaluated state-approved risk-based soil remediation objectives performed by another firm. State approved Terracon's recalculated objectives which were four times greater than previously proposed, significantly reducing the need for soil excavation and saving the client significant remedial expense. Supervised subsequent removal of 6,000 cubic yards of impacted soil.

Former Manufacturing Facility – Plainfield, Illinois

Served as the project manager for a former Ball Glass Container manufacturing facility redevelopment project in Plainfield, Illinois. Major phases of the project included a focused remediation of a former wastewater treatment lagoon and construction of an engineered barrier, temporary diversion of Norman Creek for an Army Corps of Engineers-regulated creek remediation, and a heavy metals Risk assessment. The project included application of risk-based remediation objectives, and a Tier 3 statistical analysis of site-specific background arsenic concentrations. Two Focused No Further Remediation letters were issued by the IEPA for the lagoons and site subsurface arsenic concentrations.

Naperville Park District – Aquifer Pump Test – Naperville, Illinois

Designed, completed and evaluated a three-day pump test of a bedrock aquifer to evaluate the potential effect of the Park District's proposed 200,000 gallon per day irrigation demand on nearby residents. Presented findings to Park District Board at public meeting.

Agrichemical Site Remediation Leaf River, Illinois

Obtained the necessary permits and supervised the removal and subsequent land farming of approximately 5,000 cubic yards of agrichemical impacted soils resulting from an agrichemical facility fire in Leaf River, Illinois.

Agrichemical Facilities Permitting - Western Illinois

Completed the Illinois Department of Agriculture agchem facility permitting for fifteen facilities, and designed and supervised the construction of seven steel secondary containment structures, the largest of which provided over 400,000 gallons of secondary containment.

Agrichemical Spill Consulting - Illinois

Provided delineation services and the calculation of risk-based objectives for numerous spills for members of nationally known cooperative.

Dry Cleaners Remediation Site – Naperville, Illinois

Designed, installed and operated a soil vapor extraction system remediating a perchloroethylene release from a former drycleaning operation. Soil concentrations successfully reduced from free product levels to levels which could remain in place. Evaluated potential bedrock groundwater contamination and developed Tier 3 arguments leading IEPA to issue a No Further Remediation Letter.

Former Trap Range – Woodstock, Illinois

Developed a shot-count sampling procedure to delineate the shot-fall zone at a former Trap Range in Woodstock, Illinois.

Dry Cleaners Remediation Site – Prospect Heights, IL

Project Manager for site where hazardous waste levels of PCE were excavated for incineration. Residual contamination excavation was limited to meeting the risk-based modeling requirements toward a planned potable water well for an on-site grocery store.

Former Trap Range – Springfield, Illinois

Delineated 22 acre shotfall zone, and conducted successful soil stabilization bench test to render the soil non-hazardous for lead. Subsequently, a field scale one-acre test plot was implemented. The results of the field scale test are currently proposed to render the entire site non-hazardous and to allow for pathway exclusion.



Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSE NO.
062.059562

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

MATTHEW A CATLIN
3912
WEST HIGHWAY 248
GALENA, MO 65656



MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

25

16251824

Eduardo Gasca, P.E.

Sr. Environmental Engineer/Site Investigation Group Manager

PROFESSIONAL EXPERIENCE

Mr. Gasca serves as Senior Environmental Engineer and Site Investigation and Remediation Manager for the Chicagoland offices. He has more than 30 years of environmental engineering and consulting experience. Mr. Gasca is a Professional Engineer that has supported multiple Phase I ESAs and remediation projects, including:

- Private sector environmental permitting support including transportation, manufacturing, food and consumer products, petroleum refining and bulk product facilities;
- Establishment and oversight of operation and maintenance of wastewater treatment systems that treat remediation water and groundwater from former Manufactured Gas Plants in Chicago and Waukegan, Illinois;
- Site investigation and remediation projects for multiple private sector companies under Clean Water Act, Underground Storage Tank program, Resource Conservation and Recovery Act (RCRA), CERCLA and Toxic Substances Control Act (TSCA); State Remediation programs (Illinois TACO and Indiana DEM Voluntary Remediation Programs).
- Development and implementation of multiple Spill Prevention Control and Countermeasure Plans, Storm Water Pollution Prevention Plans, NPDES permit application and implementation support including Anti-Degradation Assessments for private sector; industrial water, wastewater, and groundwater treatment systems;
- Design and implementation of soil vapor extraction systems, thermal oxidizer and dual-phase extraction for a petroleum hydrocarbon-impacted site and petroleum refining site;
- PCB Remediation implementation and reporting under TSCA.

While working for another firm Mr. Gasca served as the main contact to the City of Chicago Department of Environment from 2010 through 2015 supporting multiple environmental projects for the City of Chicago.

PROJECT EXPERIENCE

Investigation and Remediation Warehouse Distribution Industry

Mr. Gasca is supporting a project to address a release of hydraulic oil from a pressurized underground system that serviced a series of hydraulic lifts for a truck maintenance facility at an active food distribution center located in Melrose Park, Illinois. Mr. Gasca supported this project by sourcing the structural engineering and structural subcontractor to support a building column while the environmental excavation and remediation activities on the subsurface inside the building took place. The building column was supported by four helical piers that allowed for the excavation of a maximum depth of nine feet below the building concrete floor which was sufficient to remove the impacted soil. After remediation the excavation area was backfilled and restored leaving the installed piers in place.



EDUCATION

M.S., Environmental Engineering, 1989 Illinois Institute of Technology, Chicago, Illinois

B.S., Chemical Engineering, 1985 Universidad de Guanajuato, Guanajuato, Mexico

REGISTRATIONS

Illinois Licensed Professional Engineer, #062.053763

CERTIFICATIONS

OSHA 8-HR Annual Training (annual, last training February 2020)

AFFILIATIONS

Water Environment Federation, Central States Water Environment Association and Illinois Water Environment Association

Industrial Water, Waste & Sewage Group

WORK HISTORY

Terracon, Environmental Group Manager, 2022 – Present

Terracon, Senior Environmental Engineer, 2018 -2021

Burns & McDonnell – Senior Environmental Engineer, 2013 – 2018; Environmental Engineer 2007-2013

Clayton Group Services – Senior Engineer, 2004 - 2007

TetraTech EMI -Engineering Lead, Senior Environmental Engineer, 1998-2004

Patterson Associates, Environmental Engineer, 1989 - 1994; Senior Environmental Engineer, 1994-1998

RCRA Part B Hazardous Waste Permit Renewal

Pierce Biotechnologies, Rockford, Illinois | November 2006, Jan 2019-Present

Supervised and oversaw the preparation of a RCRA Part B hazardous waste permit renewal application submitted to Illinois EPA on behalf of Pierce Biotechnology, Inc. The purpose of the application was to renew the hazardous waste facility permit for the site. The latest application was prepared and certified on December 2019 (initially certified on September 2006) in compliance with 35 IAC 702 Subpart B. Illinois EPA provided review comments related to conformance with a new RCRA Part B application format that was released in November 2019. The application was revised and submitted in March 2020 to conform with the updated Illinois EPA format.

IDOT - PTB 202.041 Environmental Compliance Assessments (ECAs) for IDOT Department Facilities

Mr. Gasca serves as the Sr. Engineer for IDOT Statewide ECA's providing engineering and environmental technical services to complete comprehensive environmental compliance assessments (ECAs) of the department's portfolio of facilities statewide in order to achieve top tier environmental compliance. Terracon's ECAs are conducted to investigate operating practices and determine if the facility is compliant with applicable federal, state, and local environmental laws and regulations; determine if the facility is compliant with IDOT's best management practices (BMPs); recommend improvements and corrective actions that may be required to bring the facility into regulatory compliance and develop cost estimates for implementing corrective actions where applicable; and prepare an ECA report for the facility presenting the findings of the assessment, conclusions, and recommendations addressing the above-referenced objectives. Terracon utilized the department's Environmental Management Information System (EMIS) throughout the assessment process and will update this internal IDOT database for each facility based on the latest ECA findings. Yearly work will culminate with a debriefing meeting to provide findings and recommendations derived from the ECA reports to personnel from each of the facilities.

Manufactured Gas Plant (MGP) Remediation Wastewater Pretreatment Permitting, Operation and Maintenance Oversight

Confidential Natural Gas Utility, Chicago, Illinois | March 2012-October 2018

Tasked to oversee the wastewater treatment system operation and maintenance of this MGP site during MGP remediation activities which involved management and treatment of accumulated groundwater and stormwater. Mr. Gasca was in charge of initially setting up the pretreatment system, reviewing the wastewater treatment system performance by physically inspecting the wastewater treatment system and reviewing analytical results of the intermediate and final treated effluent samples collected to ensure that the pretreatment discharge limits imposed by the Metropolitan Water Reclamation District of Greater Chicago (MWRD) were met. Mr. Gasca was also tasked to prepare and submit monthly Discharge Authorization Request (DAR) reports as well as annual renewal of the DAR. The wastewater treatment system consisted of equalization, oil/water separation, dual bag filtration and lead/lag dual granular activated carbon (GAC) system.

Avis Budget Group Inc.

Midwest Region | November 2007 – October 2018

While working for another firm, Mr. Gasca served as Project Manager for this program supporting the closing or upgrading of UST systems for the AVIS Rent A Car or BUDGET Rent A Car facilities in the Midwest. Mr. Gasca worked on various sites, including Chicago Downtown and Midway Airport; Minneapolis, Minnesota; Omaha, NE, Columbus, OH, and Indianapolis, IN sites.

PCB Remediation Work Plan and Implementation

Architect of the Capitol/Washington Gas & Light. Washington, DC | October 2016-June 2017

Tasked to prepare and implement a work plan under the Engineer-Procure-Construct (EPC) program to remediate concrete impacted with polychlorinated biphenyls (PCBs) based on the performance-based PCB remediation in accordance with 40 CFR 761.61 (b). This work was associated with the conversion of an existing refrigerant building (East Refrigeration Plant) to a new Central Heating Plant (CHP) unit. The project included work plan development, PCB remediation implementation, enclosed PCBs remediation set-up and monitoring, ambient and employee air monitoring, confirmatory soil and water sampling; and final clean-up certification associated with PCB-impacted concrete and soil.

LICENSE NO.

062.053763



EDUARDO GASCA

EXPIRES:

11/30/2023

MARIO TRETO, JR.

ACTING SECRETARY

CECILIA ABUNDIS

ACTING DIRECTOR



Department of Financial and Professional Regulation
Division of Professional Regulation

LICENSED PROFESSIONAL
ENGINEER

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

Michael Lawrence, P.E.
Project Manager/Senior Environmental Engineer

PROFESSIONAL EXPERIENCE

Mr. Lawrence is currently a Senior Environmental Engineer in Terracon's Glendale Heights, Illinois office. Mr. Lawrence has over 23 years of combined technical and managerial experience in the environmental consulting and remediation industry. Technical experience includes permitting and compliance, geologic and hydrogeologic investigations, remediation, and site closure of various residential, commercial, and industrial properties. In addition to maintaining regulatory compliance for all of his projects, regulatory agency correspondence, and extensive customer involvement have enabled Mr. Lawrence to provide cost-effective strategies and optimum site closure solutions to his clients. Extensive knowledge of soil, groundwater, and vapor intrusion assessment techniques, remediation technologies, and environmental regulations has allowed Mr. Lawrence to successfully provide consulting services for all phases of environmental projects.

PROJECT EXPERIENCE

PBC REQUIRED CATEGORIES A, B, AND C

SITE ASSESSMENT, REMEDIATION, AND NFR LETTERS

Site Assessment and SRP Reporting for Resilient Corridor Portfolio for City of Chicago AIS – Chicago, Illinois

Mr. Lawrence served as a senior environmental engineer and project manager for the project and managed site assessment, site investigations, preparation of the Site Remediation Program (SRP) reporting for three Resilient Corridor sites. The primarily vacant, undeveloped properties were being redeveloped into stormwater control and urban gardening areas. Mr. Lawrence managed the project and provided oversight of comprehensive site investigation, remedial objectives development, remedial action plan preparation, and the preparation of the remediation action completion report (RACR) for each of the Resilient Corridor sites to obtain a Comprehensive NFR letter for residential use from the Illinois Environmental Protection Agency (IEPA). In 2018, the IEPA issued three Comprehensive NFR Letters for the three Resilient Corridor sites (Site 3, Site 4,5,6, and Site 7).

In-Situ Chemical Oxidation Remediation and SRP NFR Letter at Ashland Logistics Site – Chicago, IL

The site was entered into the IEPA's SRP Program after Phase I and II ESAs were conducted. Mr. Lawrence designed and oversaw the implementation of in-situ chemical oxidation (ISCO) remediation at this former industrial site where concentrations of trichloroethylene (TCE) were identified above the soil saturation limit (C_{sat}). To reduce the TCE concentrations below the proposed remedial goal of less than C_{sat} , Mr. Lawrence proposed and received approval from the Illinois Environmental Protection Agency (IEPA) to conduct ISCO at the site. Remediation through ISCO was accomplished using soil mixing with oxidants including permanganate and persulfate. Confirmation soil samples



EDUCATION

Bachelor of Science, Biochemistry,
Benedictine University, 1996

Master of Science, Environmental
Engineering, University of Illinois,
1998

REGISTRATIONS

Illinois Licensed Professional
Engineer, #062.059159

Pennsylvania Licensed Professional
Engineer, #PE075677

WORK HISTORY

Terracon, Senior Environmental
Engineer, Environmental Services,
2017-present

TRC Environmental Corporation,
Senior Project Manager/Engineer,
2003 – 2017

Handex of Illinois, Inc., Associate
Project Manager/Environmental
Engineer, 1998 - 2003

were collected after ISCO remediation and verified the successful completion of the remediation activities. A comprehensive NFR letter was issued in 2021.

Site Assessment and SRP NFR Letter at a Logistics Site – Addison, IL

The 15-acre site was entered into the IEPA's SRP Program after Phase I and II ESAs were conducted. Mr. Lawrence designed and oversaw the site assessment, SRP required activities, leaking underground storage tanks (LUST) management, implementation of in-situ chemical oxidation (ISCO) remediation at this former industrial site where concentrations of trichloroethylene (TCE) were identified above the soil saturation limit (C_{sat}). Hot spot soil removal and disposal was also conducted at the site. CSIR/ROR/RAP was prepared and approved before the cleanup. A remediation action completion report was prepared and a comprehensive NFR letter was issued in 2021.

USEPA Brownfields Assessment, Cleanup and SRP NFR Letter at an Industrial Site – Rock Falls, IL

Terracon conducted a Phase I ESA and assisted the City obtaining USEPA Brownfields Assessment and Cleanup Grant for this historical industrial site adjacent to Rock River. Mr. Lawrence managed entering the site into IEPA's SRP program, comprehensive site investigation, prepared the Comprehensive Site Investigation Report (CSIR), Remedial Objective Report (ROR), and Remedial Action Plan (RAP). After the site cleanup overseen by Terracon, a Remediation Action Completion Report (RACR) was prepared and approved by the IEPA. During the redevelopment, an orphan underground storage tank (UST) was discovered and properly managed. The UST was rolled into the SRP for management. A comprehensive NFR letter was issued in 2022.

Site Assessment and SRP NFR Letter at a Landscape Maintenance Site – Chicago, IL

The 1.21-acre site was entered into the IEPA's SRP Program after Phase I and II ESAs were conducted. Mr. Lawrence designed and oversaw the site assessment, SRP required investigation activities, a FSIR/ROR/RAP/RACR was prepared and submitted to the IEPA. A focused NFR letter was issued in 2020.

Site Assessment and SRP NFR Letter at a Landscape Maintenance Site – Aurora, IL

The 2.48-acre site was entered into the IEPA's SRP Program after Phase I and II ESAs were conducted. Mr. Lawrence designed and oversaw the site assessment, SRP required investigation activities, a FSIR/ROR/RAP/RACR was prepared and submitted to the IEPA. A focused NFR letter was issued in 2022.

Assessment, Cleanup and SRP NFR Letter at Grand Central Redevelopment Site – Chicago, IL

Terracon conducted a Phase I ESA at this historical rail depot and yard site as part of the Grand Central site in Chicago. Mr. Lawrence managed entering the site into IEPA's SRP program, comprehensive site investigation, prepared the Comprehensive Site Investigation Report (CSIR), Remedial Objective Report (ROR), and Remedial Action Plan (RAP). Soil removal/disposal was conducted and engineered barrier was installed during redevelopment activities. After the site cleanup overseen by Terracon, a Remediation Action Completion Report (RACR) was prepared and approved by the IEPA. A comprehensive NFR letter was issued in 2021.

Comprehensive Site Investigation and Phase I ESA for Chicago Housing Authority (CHA), LeClaire Development – Chicago, IL

Mr. Lawrence served as a senior environmental engineer for the CHA project and provided a review of the Phase I ESA Report for the subject property, which was formerly occupied by a scrap car and parts salvage yard. Mr. Lawrence also assisted with the development of a site sampling plan and coordination of the fieldwork, which included soil, groundwater, and soil gas sampling. Upon receipt of the analytical results from the sampling activities, Mr. Lawrence was responsible for the preparation of a combined report that included a Comprehensive Site Investigation Report, a Remediation Objectives Report, and a Remedial Action Plan. The

combined report included an evaluation of site data using Illinois' Tiered Approach to Corrective Action Objectives (TACO) regulations and a fate and transport risk assessment (i.e., Tier 2 modeling).

LUST Incident Investigation, Reporting, and Remediation at a U.S. Federal Courthouse Site – Rockford, Illinois

Four underground storage tanks (USTs) were discovered during the construction of a U.S. Federal Courthouse. Two leaking underground storage tank (LUST) incidents were reported for releases from the USTs. Mr. Lawrence served as the Project Manager and Engineer for activities including oversight of excavation of soils in the areas of the USTs, confirmation of soil sampling, and reporting (20-Day and 45-Day Reports) to the LUST Section of the IEPA. The IEPA approved the reports and issued No Further Remediation (NFR) letters for both LUST incidents.

Investigation and Reporting for a Former Bulk Oil Facility – Rochelle, IL

Mr. Lawrence prepared a Comprehensive Site Investigation Work Plan for a former bulk oil storage facility. The report was approved by the IEPA's SRP. Following the approval of the report, Mr. Lawrence assisted in completing the fieldwork proposed in the work plan including oversight of drilling operations, soil and groundwater sampling, in-situ hydraulic conductivity testing, and surveying of the monitoring wells. Upon completion of the site investigation, Mr. Lawrence prepared a Comprehensive Site Investigation Report that summarized the results of the activities performed under the work plan and proposed additional activities to further investigate the extent of the concentrations of constituents of concern in soil and groundwater above the applicable remediation objectives. The investigation report was also approved by the IEPA's SRP.

Site Investigation at a Confidential Government Property – Grand Rapids, MI

A subsurface investigation was conducted at the site to further investigate the extent of a release of a fluid mixture containing ethylene glycol from a snowmelt system formerly utilized at the site. Mr. Lawrence managed all aspects of the project from initial proposal preparation to the design of the site investigation and summary report preparation. Mr. Lawrence prepared a summary report that described the field activities, compared results to applicable Michigan environmental regulations, and estimated the volume of soil impacted by the ethylene glycol release.

Investigation and Reporting Activities for a Train Derailment Site – Des Plaines, IL

Mr. Lawrence prepared a Compliance Commitment Agreement (CCA) and a response letter to the IEPA Office of Emergency Response as the result of a train derailment at the site. In addition, Mr. Lawrence prepared a Site Investigation Work Plan to investigate the potential further infiltration of diesel fuel into the stormwater sewer system.

Railroad Companies, ExxonMobil and Other Major Petroleum Marketers, LUST Projects – Illinois

Mr. Lawrence has served as a Project Manager for activities at multiple sites enrolled in the IEPA's LUST program, including management of several railroad sites and over 100 ExxonMobil retail station sites. Management tasks have included all aspects of client liability management, oversight of strategic direction, technical approach, client service, lifecycle forecasting, and profitability. Project tasks have included coordination of field activities, regulatory correspondence, and Risk-Based Corrective Action (RBCA) evaluations. Mr. Lawrence received IEPA approval for the closure of LUST incidents for his clients, based on findings from groundwater and soil investigations. Projects have included tasks such as property transaction assessments, RBCA evaluations, bio feasibility analyses, soil gas sampling, remediation pilot tests, and third-party negotiations.

Illinois Voluntary Site Remediation Program – Various Locations in Illinois

Mr. Lawrence has been involved with projects enrolled in the IEPA's voluntary SRP. Tasks have included planning, conducting, and/or oversight of soil and groundwater investigations, evaluation of site data using Illinois' TACO regulations, enrollment of sites into the IEPA's SRP, and preparation of reports including Site Investigation Work Plans, Site Investigation Reports, Remedial Action Plans, Remediation Objectives Reports, and Remedial Action Completion Reports (RACRs).

In-Situ Chemical Oxidation Remediation at Former Industrial Site – Chicago, IL

Mr. Lawrence designed and oversaw the implementation of in-situ chemical oxidation (ISCO) remediation at a former industrial site where concentrations of trichloroethylene (TCE) were identified above the soil saturation limit (C_{sat}). To reduce the TCE concentrations below the proposed remedial goal of less than C_{sat} , Mr. Lawrence proposed and received approval from the Illinois Environmental Protection Agency (IEPA) to conduct ISCO at the site. Remediation through ISCO was accomplished using soil mixing with oxidants including permanganate and persulfate. Confirmation soil samples were collected after ISCO remediation and verified the successful completion of the remediation activities.

Remediation and Reporting to IEPA and USEPA for a Former Scrap Metal Business with Incinerators for the City of Chicago – Chicago, IL

The City of Chicago retained Terracon to conduct subsurface investigation and remediation activities at the former scrap metal business where incinerators were also previously used to recover copper-bearing scrap. Mr. Lawrence currently serves as the lead senior environmental engineer and project manager for the project and has prepared and reviewed several documents submitted to the IEPA's Site Remediation Program (SRP) and the USEPA. In 2017 and 2018, Mr. Lawrence planned and coordinated soil and groundwater investigations to define the extent of constituents of concern, including polychlorinated biphenyls (PCBs), dioxins, and hazardous levels of lead. Mr. Lawrence assisted in the preparation of a combined report (Focused Site Investigation Report, Remediation Objectives Report, and Remedial Action Plan), which was submitted to the IEPA and to the USEPA to fulfill the Toxic Substances Control Act (TSCA) PCB regulations. For dioxins, Mr. Lawrence calculated a site-specific Tier 3 remediation objective, which the IEPA approved in December 2018. Mr. Lawrence planned and oversaw the 2018/2019 remediation at the site, which included in-situ chemical treatment to reduce lead concentrations to below hazardous waste criteria, and excavation to address lead, PCBs, and dioxins in the soil. Mr. Lawrence prepared and submitted an Interim Remedial Action Completion Report (RACR) to the IEPA and USEPA in November 2019. The IEPA conditionally approved the Interim RACR in January 2020. Mr. Lawrence submitted additional information to the IEPA in March 2020, which resulted in the IEPA issuing the draft No Further Remediation (NFR) letter. The USEPA also issued a letter stating that remediation of PCBs was complete at the site.

Remediation and Investigation at a Train Derailment Site – Momence, IL

Mr. Lawrence managed a project involving remediation and investigation of diesel fuel releases caused by train derailments that occurred in 1999 and 2005. Since a diesel fuel sheen was observed in a nearby drainage ditch, Mr. Lawrence assisted in designing an interceptor recovery trench to actively recover diesel fuel in the area.

Remediation at an Active Railyard – Fort Dodge, IA

Mr. Lawrence assisted in the design of a system to remediate petroleum hydrocarbons in the subsurface, as a result of historical activities, at a railyard site. The remediation system is composed of an oil/water separator, a holding tank, and two carbon vessels connected to a diaphragm sump located in a remediation trench. In addition, he assisted with the amendment of the NPDES permit, which was necessary as a result of the new system.

O&M Manual for a Wastewater Treatment System at a Railroad Mechanical Facility – Centralia, IL

Mr. Lawrence prepared an Operation and Maintenance (O&M) Manual for the industrial wastewater treatment system components at a railroad mechanical facility where locomotive and rail car repair, maintenance, and refueling are performed. Mr. Lawrence also assisted in completing the SPCC and Storm Water Pollution Prevention Plans for the site.

ExxonMobil and Other Major Petroleum Marketers, & Railroad Companies – IL

Mr. Lawrence has served as a Project Engineer that was responsible for activities at multiple LUST sites, including management of over 100 ExxonMobil retail station sites. Project tasks have included remediation system selection and operation, including technologies such as groundwater pump and treat (air stripping, carbon adsorption, re-injection, sanitary and stormwater sewer discharge), soil vapor extraction, and dual-phase extraction, and biological treatment. Responsibilities have included system permitting, operation and maintenance, performance evaluation, preparation of air emissions, and other compliance reports.

COMPLIANCE, DUE DILIGENCE, AND ENVIRONMENTAL SITE ASSESSMENTS

IDOT - Various Phase II Hazardous Waste Assessment, Various Routes, Various Counties, Region One/District One

Mr. Lawrence serves as a Project Engineer/Manager for IDOT District One Hazardous Waste Assessments Contract (PTB 174-009) managing project planning, Preliminary Site Investigation (PSI) Work Plan preparation, and data evaluation comparing with CCDD MAC tables, and TACO remediation objectives, and PSI Report preparation.

Limited Environmental Compliance Assessment – Illinois

Mr. Lawrence conducted a Limited Environmental Compliance Assessment (LECA) of a forklift repair, maintenance, and distribution company in Illinois. The LECA included interviews with staff and senior leadership at the location and visual assessments of site features and operations at the facility. Areas assessed included shipping/receiving areas, battery charging stations,

Environmental Compliance Program for Costco – Illinois, Michigan, Indiana

Mr. Lawrence served as a senior environmental engineer for 33 Costco locations developing compliance plans for stormwater and sanitary management. He developed regulatory compliance plans associated with its warehouses, business centers, depots, and meat plant. He worked with Civil engineers at each location to train Costco personnel on the various aspects of the Environmental Compliance Plan, and on updating an electronic database to view compliance schedules and enter information to indicate the completion of associated activities.

Storm Water/Wastewater Permits and Combined Environmental Emergency Response Plan – Class I Railroad Client – Greenville, PA

Mr. Lawrence assisted the Class I railroad client in amending their NPDES Permit and a Water Quality Management (WQM) Permit for stormwater and wastewater improvements at a railyard facility in Greenville, Pennsylvania. The improvements included pretreatment of stormwater associated with industrial activities, reducing stormwater flow to the wastewater treatment system by rerouting it to a new outfall, upgrading lift station capacity, and improving site drainage. As part of this project, Mr. Lawrence submitted the necessary NPDES and WQM permit forms, prepared an Erosion and Sediment Control Plan, notified the municipality, the county, the U.S. Fish and Wildlife Service, and the Pennsylvania Fish and Boat Commission, and prepared an Intake and Outfall Structures Permit. Mr. Lawrence also assisted in developing a Combined Environmental Emergency Response Plan for the facility. The Combined Plan included a Spill Prevention Response Plan, SPCC Plan, and a Preparedness, Prevention, and Contingency Plan.

NPDES Permits Evaluation and Completion – Several BNSF Railway Company Facilities in Iowa

Mr. Lawrence managed and completed an evaluation for BNSF Railway Company (BNSF) of several of their Iowa facilities to determine whether an NPDES Permit was necessary for each facility. The BNSF facilities have a potential for stormwater discharges related to facility operations including direct truck-to-locomotive (DTL) fueling activities, locomotive maintenance, and fuel and lube oil storage in outdoor aboveground storage tanks (ASTs) that are equipped with dispensing nozzles or other types of taps. This work included reviewing the information provided by BNSF for each facility (e.g., maps of the facilities, information on operations and storage tanks), contacting the Iowa Department of Natural Resources Storm Water Program, and preparing a memorandum that documented the evaluation of each facility, including a recommendation on whether to renew each NPDES Permit. As a result of Mr. Lawrence's efforts, it was found that a separate NPDES Permit renewal application should be submitted for each facility.

Upon completion of the evaluation, Mr. Lawrence assisted BNSF in renewing the NPDES Permits for their Iowa facilities. This effort included submitting a permit renewal/application (i.e., Notice of Intent and related application materials), public notice publications in local newspapers, and updating Storm Water Pollution Prevention Plans for each facility. At the request of BNSF, Mr. Lawrence also assisted in developing a memorandum that included potential sources of pollution associated with activities at each facility that may affect the quality of stormwater discharges, the ASTs present at the facilities, and recommendations for best management practices (BMPs) to reduce potential pollutants in stormwater discharges at each facility.

Phase I ESAs for a Freight Carrier's Properties – Various Locations in Michigan

Mr. Lawrence conducted Phase I Environmental Site Assessments (ESAs) of a freight carrier company's property, and associated improvements, in various locations in Michigan. A fueling area was present at some of the properties. The Phase I ESAs each included a historical investigation, a site reconnaissance, a records review and database search, interviews with facility personnel, and a Phase I ESA report.

Due Diligence Audits of Scrap Metal Facilities – Various Locations in IL, VA, PA, AL, IN, OH, TN, MO, and GA

Mr. Lawrence performed due diligence audits of scrap metal reclamation facilities. The audits consisted of identifying current and former uses of the facilities, identifying potential contaminants of concern, identifying current and former underground and aboveground storage tanks, reviewing previous investigation reports, and identifying any pertinent environmental permits.

SPCC Plans for Sites Located in Illinois, Iowa, and Kentucky

Mr. Lawrence has prepared SPCC plans for manufacturing and railroad facilities. His project activities included site visits, evaluation of spill response preparedness, and recommendation of spill control measures.

ENVIRONMENTAL EMERGENCY RESPONSE AND INCIDENT REPORTING

Emergency Response Program for BNSF Railway Company – Illinois

Mr. Lawrence served as the Emergency Response Manager for BNSF release incidents within the State of Illinois. In this role, Mr. Lawrence worked with BNSF to manage and oversee the environmental consequences of railroad release incidents. As part of the responsibilities for this position, Mr. Lawrence evaluated the circumstances of the emergency and coordinated with emergency response personnel to ensure the incident was quickly assessed and appropriate mitigation measures were instituted. Additional services that Mr. Lawrence provided for this role included release reporting, site cleanup/remediation, cleanup oversight, investigation activities, regulatory agency interactions, and site closure. Mr. Lawrence also maintained a database of BNSF release incidents and their status.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.059159

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

MICHAEL C LAWRENCE
3031 BANBURY LN
LAKE IN THE HILLS, IL 60156



MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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

16169845

Richard O'Brien, P.E.

Project Manager/Senior Environmental Engineer

PROFESSIONAL EXPERIENCE

Mr. O'Brien currently serves as a Senior Project Engineer for Environmental Services with services in Illinois. Richard O'Brien has fifteen years of experience in managing and conducting environmental engineering, site remediation, and environmental site investigation projects. For over 20 years he has directed complex, multi-year remediation projects from inception through completion, on time and on budget. Duties have included managing staff, subcontractors, and schedules, as well as tracking resources, justifying change orders, and ensuring all work is conducted by all applicable safety and regulatory requirements. Mr. O'Brien has been the P.E. of record for dozens of IEPA SRP and LUST sites receiving No Further Remediation letters. Mr. O'Brien has completed and reviewed over 125 Phase I site investigations, including expanded-scope assessments incorporating NEPA criteria for federal building investigations. Mr. O'Brien is also experienced in Phase II Environmental Site Assessments, geophysical surveys, UST removals, groundwater investigations, and site remediation.

PROJECT EXPERIENCE

PBC REQUIRED CATEGORIES A, B, AND C SITE ASSESSMENT, REMEDIATION, AND NFR LETTERS

Program Manager - Public Building Commission of Chicago Whitney Young Public Library

Mr. O'Brien led a project team that assessed this existing library facility and adjoining former retail properties, including a dry cleaner. Based on impacts identified in Terracon's Phase I ESA, the site was enrolled in the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP). A remedial scope of work utilizing in-situ chemical oxidation (ISCO) to assess chlorinated solvent impacts on soil and groundwater was created. A Tier 3 alternative engineered barrier consisting of 3 feet of compacted clay was submitted and approved by IEPA to save remedial costs. Tier 3 demonstration required calculation of barrier to the equivalent 10 feet of clean fill. Performed remediation oversight on behalf of the client, which included the removal of two underground storage tanks (USTs). Assisted the client in their pursuit of IEPA and USEPA Brownfield Grants. Performed and received IEPA approval on a second Tier 3 assessing off-site groundwater impacts and designed a Building Control Technology with a combination of Retro-Coat for existing flooring and Geo-Seal for new building areas to exclude the indoor inhalation exposure route. The Retro-Coat design was the first approved by the IEPA SRP. Obtained No Further Remediation (NFR) letter closure for the eastern half in April 2015 and an NFR for the western half in 2018.

A Selection of Public Building Commission of Chicago (PBC) Projects

Program/Project Manager – McDade Elementary School, Oriole Park Elementary School Projects



EDUCATION

Bachelor of Science, General Engineering, University of Illinois at Urbana-Champaign, 2001

REGISTRATIONS

Illinois Licensed Professional Engineer, #062.059997

CERTIFICATIONS

40-Hour OSHA HAZWOPER

OSHA Confined Space Training, 2007

Green Engineering Technology

City of Chicago Department of Environment, 2004

AFFILIATIONS

Illinois Society of Professional Engineers

Urban Land Institute

WORK HISTORY

Terracon, Senior Project Engineer, Environmental Services, 2012-present

Carnow, Conibear & Assoc., Ltd.
Project Manager, 2007-2012;
Environmental Engineer, 2004-2007

* CCA Project

Crawford, Murphy & Tilly, Airport Planner, 2001-2004

Mr. O'Brien led a project *team* that conducted project planning services, including Phase I ESA, ground penetrating radar (GPR), soil sampling. The team then coordinated with the architect of record (AOR), design team, and PBC's project manager to create environmental design documents. Terracon then conducted project construction oversight services as owner's representative for the PBC attended progress meetings during construction.

Program Manager – Decatur Elementary School, Near South High School Projects

Mr. O'Brien led a project *team* that conducted project planning services, including Phase I ESA, ground penetrating radar (GPR), as well as soil, groundwater and soil gas sampling. Based on impacts identified, Terracon assisted PBC with enrollment of the sites into IEPA's Site Remediation Program (SRP), and created Comprehensive Site Investigation Reports, Remedial Objective Reports, and Remedial Action Plans (CSIR/ROR/RAPs). Worked with PBC on schedule and project cost estimations.

Program/Project Manager, Chicago AIS, 1844 W. 59th Street Phase I/II ESA, GPR & SRP NFR Letter

Created a site-specific sampling plan on a former storage yard and machine shop property based on identified RECs identified in Terracon's Phase I ESA and directed fieldwork and reporting for the site on the south side of Chicago. Identified attenuation capacity exceedance impacts. Responsible for all budgeting, staff and contractor scheduling, and coordinating with City's contact. Created a remedial cost estimate to address impacts identified at the site in 2013. Based on 2013 work, 2FM elected to again retain Terracon to conduct IEPA SRP reporting in 2016, currently underway. The comprehensive NFR was received in 2018.

Project Manager/Senior Project Engineer, City of South Beloit

USEPA Brownfields Cleanup Grant Site and SRP NFR Letter

Mr. O'Brien served as project manager and lead engineer overseeing this brownfield cleanup project at a former foundry site. Terracon also assisted the City with completing the site assessment under IEPA's Municipal Brownfields Redevelopment Grant (MBRG) and the RLF to implement the cleanup. Conducted 95% UCL background calculations and was the lead drafter of the Remedial Objectives and Remedial Action Plan for the SRP submission, which received IEPA approval in a 2016 Addendum. RACR approval was received in 2019. Phytoremediation was conducted at the site with soil sampling verifying remediation effectiveness. A comprehensive NFR letter was issued by the IEPA in 2020.

Project Manager, University of Chicago, GPR, UST & SRP NFR Letters (2 Sites)

Terracon was selected by the University of Chicago in conjunction with the construction of a new high school on a 3.6-acre tract of vacant land owned by the city of Chicago. Terracon entered the site into the Illinois Environmental Protection Agency's (IEPA's) Site Remediation Program (SRP), developed a comprehensive sampling plan designed to satisfy IEPA SRP requirements, and conducted soil, groundwater, and soil gas sampling to assess potential impact at the site. Terracon also conducted a ground-penetrating radar (GPR) survey to identify potential underground storage tanks (USTs) at the site. Two anomalies were detected during the GPR survey and one UST was encountered during test pit advancement. Terracon completed the SRP documentation and IEPA issued a NFR letter in 2017 for the north parcel of the site. Alternative barrier was proposed and approved which achieved significant cost saving. IEPA issued a NFR letter for the south parcel of the site in 2018.

Project Manager, Freedom's Path Veterans Home, SRP NFR Letter (2 Sites) – Hines, Illinois

Terracon was selected by the University of Chicago in conjunction with the construction of a new high school on a 3.6-acre tract of vacant land owned by the city of Chicago. Terracon entered the site into the Illinois Environmental Protection Agency's (IEPA's) Site Remediation Program (SRP), developed a comprehensive sampling plan designed to satisfy IEPA SRP requirements, and conducted soil, groundwater, and soil gas sampling to assess potential impact at the site. Terracon also conducted a ground-penetrating radar (GPR)

survey to identify potential underground storage tanks (USTs) at the site. Two anomalies were detected during the GPR survey and one UST was encountered during test pit advancement. Terracon completed the SRP documentation and IEPA issued a NFR letter in 2017 for the north parcel of the site. Alternative barrier was proposed and approved which achieved significant cost saving. IEPA issued a NFR letter for the south parcel of the site in 2018.

Project Manager, Oak Park Station Redevelopment, Phase I/II ESA, GPR, LUST, SRP NFR Letter

Terracon was retained to provide Environmental Consulting, Geotechnical Engineering, and Asbestos Assessment/ Abatement Oversight Services on this joint venture deal. The environmental consulting services included conducting a Phase I Environmental Site Assessment (ESA), an Electromagnetic/Ground Penetrating Radar (GPR) survey, advancement of test pits, a Limited Site Investigation (LSI), Site Remediation Program Comprehensive Site Investigation (CSI), Remedial Objectives Report (ROR) Remedial Action Plan (RAP), underground storage tank (UST) abandonment-in-place and the preparation of environmental cost estimate and budgets throughout the life of the project. Environmental budget information was used for presenting to the Village Board for approval related to the property transfer and redevelopment. We enrolled the site into the Site Remediation Program and submitted the CSI/ROR/RAP to the Illinois Environmental Protection Agency (IEPA) in a very short period of time. The IEPA issued a draft No Further Remediation (NFR) determination shortly after the submittal due to our proactive communication. Remediation of Total Petroleum Hydrocarbon (TPH) contaminated soil was completed following the SRP approved RAP. Terracon managed the full aspects of the remediation, overseeing the remediation contractor, collecting confirmatory samples, keeping track of progress and cost, documenting new conditions, and communicating to all stake holders. A Remedial Action Completion Report was completed and a final NFR was issued in 2018.

Project Manager, Albion Redevelopment in Evanston, Phase I/II ESA, GPR, UST & SRP NFR Letter

Albion Residential retained Terracon to assist throughout the process of redeveloping a partial city block developed with four older buildings (the site). Terracon's Phase I Environmental Site Assessment (ESA) identified Recognized Environmental Conditions (RECs) associated with historical on-site vulcanizing, laundry, filling station, and funeral home operations and an adjacent battery service station. Phase II ESA activities found impacts in the former filling station area. Terracon prepared a Focused Site Investigation Report/Remediation Objectives Report/Remedial Action Plan (FSIR/ROR/RAP), which was approved by the Illinois Environmental Protection Agency (IEPA) under the voluntary Site Remediation Program (SRP). The RAP included the excavation and disposal of impacted soil, the installation of a Geo-Seal membrane beneath the southern portion of the future building foundation as a Building Control Technology, the use of the City's groundwater ordinance, and engineered barriers to exclude various exposure pathways. Terracon conducted an asbestos survey of the buildings in conjunction prior to demolition of the structures. Terracon also assisted the Albion with the future construction management activities by advancing test pits in the former filling station area to collect a waste characterization sample and to assess for potential orphaned underground storage tanks (USTs), providing air monitoring during these activities to ensure worker safety, and by evaluating soils for eligibility for placement at a Clean Construction or Demolition Debris (CCDD) facility and assisted with soil management plans. CCDD approval for eligible soil lead to significant project savings. IEPA approved the RAP in 2019. Terracon documented the implementation of the RAP during the redevelopment of the site with the current 16-story mixed use residential/commercial building in Remedial Action Completion Report (RACR). IEPA issued a No Further Remediation letter at the end of 2019 and Terracon ensured the NFR was recorded to the deed.

Program/Project Manager, Chicago AIS, Resilient Corridor Portfolio Phase I/II ESA, GPR, UST & SRP NFR Letters (3 Sites)

Served as Program and Project Manager for 6 Phase I/II ESAs, 3 SRP sites, a GPR/EM investigation, and UST removal. Distributed work to multiple Terracon teams to efficiently complete work for multiple sites along 16th

Street as part of a stormwater improvement project. Created sampling plans for each site based on identified RECs identified in Terracon's Phase I ESA and directed fieldwork and reporting for the site. Responsible for all budgeting, staff and contractor scheduling, and coordinating with City's contact. Scheduled Terracon remediation oversight for SRP sites, and compiled Remedial Action Completion Reports, culminating in three comprehensive NFR letters received from IEPA in 2018.

IDOT - PTB 202.041 Environmental Compliance Assessments (ECAs) for IDOT Department Facilities

Mr. O'Brien serves as the Program Manager for IDOT Statewide ECA's providing engineering and environmental technical services to complete comprehensive environmental compliance assessments (ECAs) of the department's portfolio of facilities statewide in order to achieve top tier environmental compliance. Terracon's ECAs are conducted to investigate operating practices and determine if the facility is compliant with applicable federal, state, and local environmental laws and regulations; determine if the facility is compliant with IDOT's best management practices (BMPs); recommend improvements and corrective actions that may be required to bring the facility into regulatory compliance and develop cost estimates for implementing corrective actions where applicable; and prepare an ECA report for the facility presenting the findings of the assessment, conclusions, and recommendations addressing the above-referenced objectives. Terracon utilized the department's Environmental Management Information System (EMIS) throughout the assessment process and will update this internal IDOT database for each facility based on the latest ECA findings. Yearly work will culminate with a debriefing meeting to provide findings and recommendations derived from the ECA reports to personnel from each of the facilities.

IDOT - Various Phase II Hazardous Waste Assessment, Various Routes, Various Counties, Region One/District One

Mr. O'Brien served as a Project Engineer/Manager for IDOT District One Hazardous Waste Assessments Contract (PTB 174-009) managing project planning, Preliminary Site Investigation (PSI) Work Plan preparation, and data evaluation comparing with CCDD MAC tables, and TACO remediation objectives, and PSI Report preparation.

A Selection of City of Chicago Department of Assets, Information & Services (AIS) Projects

Program/Project Manager, Chicago AIS, Roosevelt and Kostner SRP

Directed fieldwork and reporting for the Roosevelt and Kostner SRP site – a former industrial property 8 square blocks in size located in the west portion of Chicago. Enrolled site into IEPA's SRP program. Directed site investigations, groundwater modeling, and reporting. Evaluated PCB impacts and reported to USEPA's TSCA division. Minimized potential remediation costs after IEPA approval of Terracon's Tier 2 submittals for alternative engineered barriers. Responsible for all budgeting, staff and contractor scheduling, and coordinating with regulators and owner's contact. Draft NFR obtained for the City.

Program Manager / APR, Chicago AIS, Lake Salvage Site Characterization, Remedial Cleanup, SRP

Served as Program Manager and APR of this challenging project site identified to have soil with hazardous concentrations of lead, dioxins, and TSCA-level PCBs, resulting in an IEPA enforcement action. Terracon was retained to further characterize the site and design a cleanup strategy to the satisfaction of IEPA SRP and USEPA. Rich worked with the project manager and other internal subject matter experts and assisted the city of Chicago with securing a draft No Further Remediation Letter for the project in 2020. A risk-based Tier 3 evaluation for a more relaxed cleanup objective was presented with technical rationale and was reviewed and approved by IEPA.

Program Manager, QC Chicago AIS Grant Site Phase II ESA On-Call Services

Reviewed site-specific sampling plans for 9 vacant lot sites based on identified RECs for vacant lot sites located on the south side of Chicago. Work was paid through hazardous and petroleum grants in 2019 - 2020, so separate financial tracking was conducted per AIS requirements. Phase II ESAs and some electromagnetic/GPR surveys were completed. Reviewed Phase II ESA reports issued in 2019-2020, including laboratory data and plume maps for identified exceedances.

Program/Project Manager, Green Era / Chicago 2FM, 650 W. 83rd Street, Phase I, Cost Estimate, SRP

Directed fieldwork and reporting for the 650 W. 83rd Street SRP site – a former industrial property approximately 4 square blocks in size located in the southern portion of Chicago. Directed Phase I ESA due diligence work and an extensive Phase II ESA which included a collection of soil, soil gas, and groundwater samples to evaluate the RECs. Enrolled site into IEPA's SRP program. Directed additional site investigations to delineate plumes of hazardous concentrations of lead and other chemicals of concern. Responsible for all budgeting, staff and contractor scheduling, and coordinating with regulators and owner's contact. Worked closely with the client, factoring several rounds of civil design revisions into the environmental cleanup design, adopted parameter value updated by the USEPA, and pushed for the alternative engineered barrier to minimize off-site soil disposal and received IEPA's approval on our Remediation Action Plan. The approval enabled the client to implement the project within a budget range and close the overall financing. Draft NFR was obtained for the City in 2015, awaiting site redevelopment initiation in 2020.

Program/Project Manager, Kimball Park Railway Phase I/II ESA

Mr. O'Brien performed duties as program manager for Terracon on the City of Chicago 2FM U.S. EPA Brownfield Grant Sites project, which included Kimball Park Phase I/II ESAs on abandoned rail lines that became part of the Bloomingdale Trail. Under the multiple-site task order, 2FM was assigned to Terracon multiple groups of sites for initial Phase I Environmental Site Assessment services. Prepared EPA-approved Quality Assurance Project Plans (QAPPs) and property-specific Sampling and Analysis Plans (SAPs) to evaluate properties with potential impacts. For Kimball Park, oversaw investigation activities based on Recognized Environmental Conditions (RECs) identified, which included soil, groundwater, and soil gas sampling.

Program/Project Manager, Skinner Park

The directed investigation, fieldwork, and reporting for the Skinner Park site located at a former municipal building located in the near-west portion of Chicago. Conducted LUST reporting, and enrolled site into IEPA's SRP program. Directed site investigations, groundwater modeling, and reporting. Created environmental design documents in conjunction with 2FM and Chicago Park District requirements. Oversaw remediation activities conducted in 2014. Responsible for budgeting, scheduling, and coordinating with regulators and owner's contact. Obtained NFR letter January 2015.

Program/Project Manager, Union Station Transit Center Phase II ESA

Directed reporting and remedial cost estimates for the Union Station CDOT Transit Center Phase II ESA conducted in conjunction with the Chicago Department of Transportation (CDOT). Responsible for budgeting, staff, and Chicago 2FM contact. City retained Terracon for follow-up work in the second half of 2013.

Project Engineer, Chicago Dept. of Transportation Fueling Facility *

Managed the IEPA Stage 1 and Stage 2 Investigations and Completion Reports concerning the three leaking USTs removed from the facility, IEMA # 20051703. Designed and managed the Stage 2 investigation to IEPA satisfaction. Prepared all paperwork to secure an *NFR* letter from the IEPA for all sites. Coordinated and completed IEPA LUST reimbursement activities on behalf of the City.

DUE DILIGENCE, NEPA, AIR PERMITTING, AND COMPLIANCE PROJECTS

The Northern Trust Bank - Professional Engineer / Program Manager – EPRA's

Mr. O'Brien performed duties as program manager for Environmental Property Risk Assessments (EPRA's) for The Northern Trust Bank since 2013. Duties include communicating with Northern Trusts' environmental review lead and Terracon due diligence teams to ensure EPRA requirements, which include limited lead, asbestos, and vapor intrusion screening, are met. Reviews and certifies each deliverable, which has included over 30 projects in 11 states.

General Services Administration (GSA) Region V Phase I ESAs, including Danville, Illinois *

Performed expanded scope Phase I ESAs, including NEPA requirements, for 19 federal properties in five Midwestern states. Collected and reviewed historical records from public agencies, performed an environmental database search and records review, and a site visit. The expanded scope included a review of the surrounding natural environment, endangered species, historic preservation, radon, etc. Investigated adjacent properties to determine whether potential RECs at these locations could impact the site, made Phase II recommendations, and provided a cost estimate.

Airport and Highway NEPA Environmental Assessments

Worked as a planner for Crawford, Murphy, and Tilly to prepare Environmental Assessment reports for O'Hare International Airport, Greater Rockford Airport, Champaign-Willard Airport, Springfield Capital Airport, and several highway projects. The assessments followed the NEPA protocol and incorporated air, water, land, sound, and other environmental impacts to evaluate proposed development alternatives for Federal Aviation Administration review and decision. The assessments included the review of the site and surrounding background information, local zoning maps, aerial maps, wetland maps, flood zone data, USGS maps, and potential environmental concerns.

Linn Mathes, Inc. – Hazardous Materials Awareness Training, Viceroy Hotel, Chicago, Illinois *

Managed a hazardous material survey to decommission the site, created a site-specific health and safety plan, and delivered awareness training to workers by OSHA regulations. Presentation created and delivered by Mr. O'Brien utilizing Microsoft PowerPoint.

Environmental Compliance Audit, Management Company for Chicago High-Rise

Performed a regulatory audit on behalf of the Confidential building management to assess the facility's regulatory permitting needs. Potential to Emit calculations were performed on the facility's comfort heating boilers, backup electrical generators, underground storage tanks (UST), and other emission sources. Results of the audit determined that the facility would be required to apply for a Title V permit through the Clean Air Act Permit Program (CAPP) of the IEPA, which was obtained by the facility. Additionally, Mr. O'Brien created a Spill Prevention, Control, and Countermeasure (SPCC) Plan for the facility, and oversaw the submission of required UST permitting with local and state officials.

Airport Project - SPCC Plan, Safety Plan, MWRDGC Sewer Discharge Permit, Decontamination Plan

Mr. O'Brien created an SPCC Plan for a construction firm as a part of the construction of a five-story, 1,870-space garage, rental car support building, fueling areas, and other ancillary improvements, collectively to be known as the Consolidated Rental Car Facility. The SPCC Plan was created by Title 40 of the Code of Federal Regulations Part 112. The discharge system consisted of portable trash pumps placed in low-lying areas with a hose leading to temporary storage/settling tanks. The storage/settling tanks were emptied to the permitted discharge catch basin of the MWRDGC sewer system. Exhibits depicting the discharge system and flow diagram were created as part of the Plan. Mr. O'Brien also created a Health and Safety Plan, Decontamination Plan, and Soil & Water Management Plan for the project.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
062.059997

EXPIRES:
11/30/2023

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



LICENSED PROFESSIONAL ENGINEER

RICHARD MICHAEL O'BRIEN
2822 W GREGORY ST
CHICAGO, IL 60625



Mario Treto, Jr.

MARIO TRETO, JR.
ACTING SECRETARY

CECILIA ABUNDIS
ACTING DIRECTOR

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

16471714

Gary Perkowitz, P.G.

PRINCIPAL GEOLOGIST

PROFESSIONAL EXPERIENCE

Mr. Perkowitz has over 34 years of experience in environmental consulting including management of environmental due diligence portfolios, soil and groundwater investigation and remediation projects, and development of risk-based remediation objectives. He has managed Phase I and Phase II environmental site assessments for various clients and he has developed and implemented remedial approaches for the environmental problems identified during the assessments. Mr. Perkowitz has managed and/or directed remediation efforts to solve soil, groundwater, and light non-aqueous phase (LNAPL) contamination problems. He regularly interfaces with regulatory agencies on behalf of clients, prepares reports detailing these efforts, and has successfully obtained regulatory closure for numerous sites through the Illinois EPA Site Remediation Program (SRP) and the Leaking Underground Storage Tank (LUST) Program.

Mr. Perkowitz currently serves as Principal Geologist for St. John-Mittelhauser & Associates, Inc., A Terracon Company, in the Downers Grove, Illinois office. His responsibilities include project management, senior level technical support and QA/QC, mentoring of junior staff, peer review, project scoping, data evaluation, and work plan and report preparation.

PROJECT EXPERIENCE

Due Diligence, Investigation and Remediation Industrial – Commercial Property / Brownfields

Mr. Perkowitz completed a project for a Park District that purchased a brownfields property located adjacent to their park district property. The brownfields property had been used for industrial and commercial purposes for approximately 90 years before being abandoned after a failed property redevelopment effort. SMA was initially retained to conduct due diligence for the Park District in support of purchase negotiation efforts as well as to qualify the Park District as a bona fide prospective purchaser for protection from CERCLA liability. After the Park District purchased the property, SMA was retained to guide them through the Illinois EPA Site Remediation Program (SRP) with the goal of securing a Comprehensive No Further Remediation Letter. SMA enrolled the site into the Illinois EPA SRP; prepared and received Illinois EPA approval of a Comprehensive Site Investigation Work Plan; assisted the Park District with preparing applications for USEPA Brownfields Site Assessment and Cleanup Grants; implemented the site investigation activities with the majority of the costs reimbursed through the a USEPA Site Assessment Grant; prepared a Self-Implementing PCB Cleanup Plan and a subsequent plan modification for submittal to USEPA; prepared and received Illinois EPA approval of a combined Comprehensive Site Investigation Report, Remediation Objectives Report, and Remedial Action Plan. SMA assisted the Park District with implementing the Remedial Action Plan which consisted of excavation of an area with chlorinated solvent soil contamination and several areas with PCB-contaminated soils. SMA documented the installation of an engineered barrier across the majority of the property to address the ingestion exposure route was coordinated with the redevelopment activities in 2017. A comprehensive NFR letter was issued for the site in January 2019.

Brownfields Project Management, Paint Manufacturing Industry / Brownfields

On behalf of a responsible party under a court-ordered consent decree, Mr. Perkowitz acted as field manager for a brownfields project at an abandoned paint manufacturing facility located in Chicago, Illinois. He prepared a work plan, CN_PBC_JLB_TerraconConsultants_PS3080H_EnviroEngineeringServices4420240101



EDUCATION

Master of Science, Geology, 1985,
Northern Illinois University,
DeKalb, Illinois

Bachelor of Science, Geology, 1982,
Northern Illinois University,
DeKalb, Illinois

REGISTRATIONS

Professional Geologist (P.G.),
State of Illinois, No 196-000461
State of Wisconsin, No. 404

Registered Geologist (R.G.),
State of Missouri, No 0366

CERTIFICATIONS

Class K Wastewater Treatment Plant
Operator, Illinois Environmental Protection
Agency

PUBLICATIONS AND PRESENTATIONS

Grossmark, S.T., Perkowitz, G.R., and
Warnstedt, J., 2015. From Brown to
Green: Developing Contaminated
Properties With Green Construction
Techniques and Grants. 2015 IAPD/IPRA
Soaring to New Heights Conference,
Chicago, IL. January 23, 2015.

Perkowitz, G.R., 1985. An Isotopic,
Chemical, and Petrologic Study of the
Tigerton Anorthosite and Associated Wolf
River Granite, Northeast Wisconsin.
Master's Thesis. Northern Illinois
University.

WORK HISTORY

St. John – Mittelhauser & Associates, Inc.,
a Terracon Company, Senior Geologist
2009–Present

Bureau Veritas North America, Inc.,
Manager, 2005–2008

Clayton Group Services, Inc, Senior
Project Manager, 1995–2004

Mittelhauser Corporation, Project
Geologist,
1988–1994

an underground storage tank (UST) removal plan, an asbestos-containing material (ACM) removal plan, and a final remediation plan for state approval. He also prepared UST removal and Polychlorinated Biphenyl (PCB) remediation bid specifications, conducted pre-bid meetings, and evaluated prospective contractor responses. Mr. Perkowitz managed field activities consisting of sewer sediment sampling, sewer catch basin decontamination, removal of PCB and lead-contaminated sediment from a combined storm and sanitary sewer, PCB remediation and confirmatory sampling, dust collector contents sampling and disposal, ACM removal, removal of coal tar from underground vaults, installation of an engineered barrier over 1,000 linear feet of railroad bed contaminated with lead, and UST removal. Over 320 cubic yards of ACMs and 47 USTs ranging in size from 2,500 to 25,000 gallons were removed from the site during a six-week period. A Comprehensive No Further Remediation (NFR) letter for the site was obtained under the Illinois Environmental Protection Agency (Illinois EPA) Site Remediation Program.

Investigation, Remediation, and Regulatory Closure, Property Adjoining Active Dry Cleaning Facility

Mr. Perkowitz recently obtained regulatory closure on behalf of the owner of a dry cleaner for an adjacent property (site) that had been impacted by his dry cleaner operations. The owner of the adjacent property was in the process of selling the property and an No Further Remediation Letter was a requirement for closing. Based on prior investigations, tetrachloroethene and its degradation products were present in soil and groundwater on the adjacent property. The site was enrolled into the Illinois Environmental Protection Agency (EPA) Site Remediation Program and additional investigation was conducted to evaluate the extent of soil and groundwater contamination. Based on the investigation data, a large area of the property exceeded remediation objectives for the soil ingestion, outdoor inhalation, and migration to groundwater exposure routes; and the groundwater exceeded remediation objectives for the ingestion and indoor inhalation exposure routes.

Mr. Perkowitz and the project team submitted an investigation report and remedial action plan to obtain Illinois EPA approval of the planned remedial approach. The remedial actions, conducted between November 2020 and June 2021, consisted of installing an engineered barrier over the contaminated soil and sealing three basement sumps in the site building to prevent vapors from migrating into the basement, in accordance with an approved Tier 3 proposal. A groundwater use restriction and a building control technology requirement were placed on the property for future buildings. In order to construct the engineered barrier, contaminated soil was removed to accommodate the thickness of the barrier. Mr. Perkowitz obtained a Contained-In Determination from Illinois EPA to

remove the F002 hazardous waste listing and permit the soil to be disposed as non-hazardous waste, resulting in substantial savings to the client. Illinois EPA issued the NFR Letter in August 2021. The NFR Letter was recorded on the property deed, thereby allowing the sale of the property to be completed.

Voluntary Cleanup Program, Former Gasoline Station

Mr. Perkowitz and the project team were retained to secure a No Further Remediation (NFR) Letter for a former gasoline station property and replaced the incumbent consultant. The service station operated back in the 1960's and was demolished in circa 1970. The property was acquired by a national food store chain and incorporated into the property of an operating grocery store. The subject property is surrounded by gasoline stations, several of which were still operation. Mr. Perkowitz and the project team conducted an investigation of soil, groundwater, and soil gas to document the site conditions and verify the surrounding gasoline station properties had not impacted the subject property. SMA prepared a submitted a comprehensive report to the Illinois EPA that documented the results of the investigation, evaluated the exposure routes, developed remediation objectives that were protective of human health and the environment, and proposed engineering and institutional controls that included the existing asphalt parking lot as well as an area-specific groundwater ordinance to exclude the active exposure routes. The client recently received a No Further Remediation (NFR) letter from the Illinois EPA.

Investigation, Remediation, and Regulatory Closure, Warehouse Distribution Facility

Mr. Perkowitz recently obtained regulatory closure for a project to address a release of hydraulic oil at an active food distribution center located in Melrose Park, Illinois. The release was from a pressurized underground system that serviced a series of hydraulic lifts inside a building that maintains delivery trucks for the facility. SMA was hired to replace another consulting firm that had failed to make significant progress in the 1.5 years since the release occurred

and the lift system was removed from service. SMA's initial project efforts included investigation to confirm the extent of impact, and the investigation of a second hydraulic oil lift system located in the other portion of the building to verify the absence of hydraulic oil. Mr. Perkowitz and the project team determined the most effective and expedient approach to remediate the release of hydraulic oil was the removal of impacted soil and any liquids that drained into the open excavation during the remediation activities. This approach was complicated by the presence of a building support column located within the planned area of excavation. Mr. Perkowitz and the project team assembled a team of subcontractors including a structural engineering firm, a firm experienced in stabilizing support columns to allow soil to be removed from around and beneath the column footing, an excavation company, and a geotechnical company for verifying backfill and concrete restoration specifications were followed and met. The excavation project was completed in two and a half weeks. Following four quarters of groundwater sampling to confirm that the groundwater meets the Illinois EPA objectives, the site was granted closure. The client was able to place the hydraulic oil system back into service.

Investigation and Remediation, Oil Refinery and Distribution Terminal

Mr. Perkowitz currently assists in the management and technical support of a multi-million dollar soil, groundwater, and LNAPL investigation and remediation project at an active petroleum refinery and distribution terminal in Illinois. The work is being performed pursuant to a Consent Order with the State of Illinois. The investigative work has included the completion of soil borings, nested groundwater monitoring wells, Cone Penetration Testing (CPT) borings, and Rapid Optical Screen Tool (ROST™) borings. Remedial technologies being utilized include groundwater pumping for hydraulic control; LNAPL recovery using dual phase extraction, vacuum enhanced skimming, and skimmer pumps; soil vapor extraction; and soil excavation and disposal. Mr. Perkowitz's responsibilities include task management, budget development, litigation support, interfacing with the client and the Illinois EPA, and preparation and technical review of work plans and reports.

RCRA Closure / Post-Closure Site, Former Pesticide Storage Facility

Mr. Perkowitz is managing a RCRA Closure/Post-Closure site located in Hammond, Indiana. A small pest control company had stored pesticide products in a storage shed since the 1970s, and during storage, the pesticide containers began to deteriorate, releasing material into the environment. Several pesticide containers and released materials were observed in the storage shed during an Indiana Department of Environmental Management (IDEM) inspection. Under an agreed order, IDEM declared the storage area a Hazardous Waste Management Unit (HWMU) and requested that the unit be closed appropriately.

Mr. Perkowitz and the project team directed the management and removal of the materials contained in the storage buildings, including the demolition of the dilapidated storage building and garage. Subsequent investigations of the soil and groundwater identified the onsite extent and magnitude of impact by the released pesticides. Additional soil and groundwater sampling were conducted to delineate the offsite extent of contamination.

Mr. Perkowitz and the project team negotiated with IDEM and the City of Hammond and obtained approval for the closure of the HWMU with the installation engineered barrier over the site to prevent infiltration of surface water and leaching of the residual contaminants into groundwater. The barrier, which also serves as a parking lot for the client's employees, consists of a geocomposite liner (GCL) covering the site, overlain by a gravel drainage layer with slotted piping to facilitate drainage, and protected by a 6-inch reinforced concrete slab. The cap is curbed and sloped towards a trench drain that collects surface runoff and directs it through a separator and discharges to the City sewer.

Following six years of quarterly groundwater monitoring, Mr. Perkowitz submitted a Risk-Based Evaluation Report for the groundwater containing residual levels of pesticides and was successful in obtaining IDEM approval to discontinue groundwater monitoring. Mr. Perkowitz and the client's legal counsel are working with IDEM on a Long Term Stewardship Agreement to replace the RCRA Post-Closure Permit to ensure future inspection and maintenance of the RCRA cover.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
196.000461

EXPIRES:
03/31/2025

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



LICENSED PROFESSIONAL GEOLOGIST

GARY R PERKOWITZ
1184 BETTY DR
LAKE ZURICH, IL 60047



Mario Treto, Jr.

MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

17466457

Ronald B. St. John, PHG, CPG

PRINCIPAL HYDROGEOLOGIST

PROFESSIONAL EXPERIENCE

Ronald B. St. John has over 42 years of experience performing hydrogeologic studies, primarily related to hazardous waste site characterization and remediation. An expert in the occurrence, migration, transformation, and remediation of organic contaminants in soil and groundwater, he has directed large-scale soil and groundwater investigations and remedial activities involving a variety of geologic settings including karst, hard rock, cyclothems, glacial drift, and metamorphic terrains. Mr. St. John's expertise includes extensive modeling of chemical transport in soil and groundwater to support remedial action designs, and the development of alternative cleanup standards. He has managed large-scale projects involving the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), and several state voluntary remediation and Brownfield programs.

Both at St. John – Mittelhauser & Associates, Inc. (SMA), and in his former capacity as Director of Remediations Services for Clayton Group Services/Bureau Veritas, Mr. St. John has worked with university researchers to apply their research to solving environmental problems faced by his clients. Some examples of this work include: isotopic speciation of chlorinated solvents to identify source contribution; enhancement to biological processes for complete reductive dechlorination of chlorinated solvents in groundwater; and in-situ flux meter and borehole dilution tracer tests of groundwater flow and contaminant mass flux. This work has enabled Mr. St. John to successfully complete multiple projects involving advanced remedial technologies such as electrical resistive heating, permeable reactive barriers and full-scale bioremediation of groundwater to treat TCE and hexavalent chromium.

Mr. St. John participated in the working group with IDEM officials in developing the groundwater plume stabilization methodologies in the Remediation Closure Guide released by the Indiana Department of Environmental Management in March 2012.



EDUCATION

B.S., Geology, 1979
Southern Illinois University,
Carbondale, Illinois

Hydrogeology Graduate Studies,
Wright State University, Dayton, OH

CERTIFICATIONS

Professional Hydrogeologist (PHG),
American Institute of Hydrology,
PHG No. 1523

Certified Professional Geologist
(CPG), American Institute of
Professional Geologists CPG No.
7144

International Assoc. of Hydrological
Sciences – member no. 5780

OSHA 40-Hour Hazardous Waste
Operations and Emergency
Response Training

OSHA 8-Hour Refresher Training,
Annual CPR/First Aid

Licensed Professional Geologist in
Several States Include: Indiana,
Illinois, Wisconsin, Florida, Kentucky
and Tennessee

WORK HISTORY

Terracon – Downers Grove, Illinois
(Purchased St. John – Mittelhauser
& Associates, Inc. in 2018)
Principal Hydrogeologist
2018 to Present

St. John-Mittelhauser & Associates,
Inc. – Downers Grove, Illinois
Principal Hydrogeologist & President
2007 to 2018

Bureau Veritas – Downers Grove,
Illinois
Illinois (purchased Clayton in 2005)
Principal Hydrogeologist & President
2003 to 2007

PROJECT EXPERIENCE

The Lockformer Company Site

Investigation and Remediation

Initiated By Residential Well Contamination in Illinois

The Lockformer Company used TCE from 1969 through 2001. Releases at the Site (primarily as a result of leaks from sanitary sewers) caused a TCE plume in groundwater for approximately three miles downgradient of the site in the Silurian Dolomite aquifer (the primary source of residential potable water wells in the suburbs of Chicago). As a result, Mr. St. John and the proposed SMA project team personnel oversaw the abandonment and hookup to City water of 327 residential homes in three separate areas within the contaminant plume.

Mr. St. John provided direction of investigation and remediation activities related to an area wide chlorinated solvent contamination (TCE, PCE, and TCA) involving the impact to residential wells over a 4-square-mile area. Mr. St. John represented the client with respect to administrative actions filed against it by both the USEPA (under a unilateral 106 order) and the Illinois EPA, as well as several separate class action and personal injury lawsuits filed by plaintiffs in the impacted residential areas. Activities: defining the extent of soil and groundwater contamination related to releases at the industrial facility; identifying other sources of chlorinated solvent contamination in the Silurian Dolomite aquifer; developing a semi-regional groundwater flow map for the Silurian Dolomite; and implementing an interim remedial measure at the source area on the industrial client's property, and implementing the cleanup of the remainder of the site under oversight by the IEPA. The interim remedial measures included Electric Resistive Heating (ERH) of a contaminated surficial source area silty clay unit at the site to reduce the chlorinated solvent concentrations to levels protective of human direct contact/inhalation. A deeper, unsaturated sand and gravel has been the subject of a 11-acre soil vapor extraction remedial effort. These interim remedial measures have been successfully completed, and approved by USEPA. As a result, the USEPA has ended their involvement in the site, and provided a notification of completion of the 106 order.

Illinois EPA oversaw the project after 2005 and the Site was entered into the Site Remediation Program (SRP) in 2015. SMA submitted the Remedial Action Completion Report for the Site in December 2015 and was issued in February 2016 a No Further Remediation letter under the SRP.

Investigation and Remediation Direction

Characterization and Remediation of an Industrial Facility in Indiana

Mr. St. John is directing all investigation and remediation activities at a former bulk storage facility that stored a variety of petroleum products, individual chemical formulations, and chlorinated solvents. The site is surrounded by five water supply wells for the local municipality and two water supply wells servicing a state hospital. All the water supply wells are within 1,000 feet of the site. The site is in the IDEM VRP.

Significant groundwater impacts by petroleum hydrocarbon and chlorinated solvents including PCE, TCE, TCA and degradation products occur at the site. The petroleum product and chlorinated solvent plumes were initially characterized within the river alluvial sequence to a depth of 110 feet by performing an area wide membrane interface probe (MIP) investigation.

The MIP investigation indicated significant migration of the chlorinated solvents at depth within the river alluvial sequence and at locations that suggested that the city well field pumping was significantly influencing the vertical and horizontal migration of site constituents.

A MIP investigation was used to do preliminary identification of the chlorinated solvent source area at the site. The source area was completely characterized by performing soil borings utilizing SMA's vapor box logging technology that provides a continuous PID of the subsurface soil cores. A CVOC Site Investigation Report and Interim Remediation Work Plan (RWP) to remediate the CVOC source area were submitted to IDEM.

Mr. St. John led SMA efforts in developing unsaturated zone and groundwater modeling efforts that were the basis of non-default soil cleanup values for the CVOC source area in the SIR/IRWP.

The primary chlorinated solvent source area at the site was remediated with Electrical Resistance Heating of approximately the upper 30 feet of fine-grained, unsaturated zone overbank deposits and using soil vapor extraction (SVE) to remediate the unsaturated zone, coarse-grained alluvial deposits below. The ERH has been successfully completed and approved by IDEM. The SVE remediation is nearing completion and in pulse mode. The final RWP for the site was approved by IDEM in December 2018 and required limited additional excavation of a surficial hotspots on site, continued pulsed operation of the SVE system and groundwater monitoring.

Currently, Mr. St. John is helping the client evaluate ways to address the remaining exposure pathways in order to pursue site closure.

Investigation and Remediation Direction

Characterization and Remediation of an Industrial Facility in Indiana

Mr. St. John is directing all investigation and remediation activities for an industrial site contaminated with TCE and PCE in southeast Indiana. Activities performed to date have included the determination of contaminant migration pathways in soil and groundwater; identification of five source areas of TCE and PCE contamination that were previously unidentified; determination of the extent of contamination in soil and groundwater; negotiating site-specific cleanup objectives; and performing a feasibility study to identify the most effective combination of remedial measures for the site. A groundwater tracer and biological treatment test was performed to determine the velocity of movement in the fractured bedrock system, and to demonstrate the ability to treat the VOCs in the fractured bedrock at the site.

The RWP and site cleanup objectives for the site have been approved by IDEM. Four source areas that total approximately 26,000 yds in-place were remediated through using ERH excavation of other VOC and metals source areas. An injection system to implement the bioremediation of six groundwater plumes in the glacial sediments and fractured bedrock at the site where impacts are the result of TCE, PCE and hexavalent chromium releases have resulted in five out of the six groundwater plumes achieving closure thus far. SMA has completed the remedial measures and demonstrated plume stability for three of the five groundwater plumes migrating across and from the facility.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
196.000230

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

RONALD B ST JOHN
1011 BOMBAY WAY
PALATINE, IL 60067



MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

17997718

Steve Swenson, P.G., CHMM

SENIOR GEOLOGIST/SENIOR ASSOCIATE

PROFESSIONAL EXPERIENCE

Mr. Swenson has nearly 30 years of experience and currently serves as the Due Diligence Group Leader for Terracon's Chicago, Downers Grove, and Glendale Heights, Illinois offices. His responsibilities include project scoping, project management, staff management, data evaluation, technical support, and QA/QC review of Phase I Environmental Site Assessments (Phase I ESAs) and Limited Subsurface Investigations (LSIs).

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

PROJECT EXPERIENCE

Account Manager, FedEx

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

Account Manager, Ozinga Materials, Inc.

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

Phase I ESAs, Multiple Clients

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

Voluntary Remediation

Laundry Facility, Wisconsin

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



EDUCATION

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

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

REGISTRATIONS

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

CERTIFICATIONS

Certified Hazardous Material Manager
#16643

40 Hour OSHA Hazardous Waste
Operations and Emergency Response
Training

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

AFFILIATIONS

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

PROFESSIONAL TRAINING

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

WORK HISTORY

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

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

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

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

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

Resource Conservation and Recovery Act (RCRA), Industrial Manufacturing

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

RCRA Post-Closure Activities, Biotech Facility

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

RCRA Closure Work Plan, Chemical Industry

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

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

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

Leaking Underground Storage Tank (LUST) Management, Multiple Clients

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

CERCLA, Waste Disposal Industry – Landfill

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

Permit Requirements and Compliance, Multiple Industrial Clients

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

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
196.001387

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

EXPIRES:
03/31/2025



LICENSED PROFESSIONAL GEOLOGIST

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



Mario Treto, Jr.

MARIO TRETO, JR.
SECRETARY

Cecilia Abundis

CECILIA ABUNDIS
DIRECTOR

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

17464622



THIS CERTIFIES THAT

STEVEN R. SWENSON

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

CERTIFIED HAZARDOUS MATERIALS MANAGER®
CHMM®



November 30, 2014

DATE OF CERTIFICATION

16643

CREDENTIAL NUMBER

November 30, 2024

CERTIFICATION EXPIRES

EUGENE A. GUILFORD, JR.
EXECUTIVE DIRECTOR

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



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



Linda Yang, P.G.
SENIOR PRINCIPAL/REGIONAL MANAGER

PROFESSIONAL EXPERIENCE

Ms. Yang has nearly 30 years of experience in environmental consulting with a broad range of expertise serving clients covering the spectrum of environmental, health, and safety. Ms. Yang has extensive knowledge of federal and state environmental programs and regulations, including CERCLA, RCRA, and regulations in multiple States (IEPA LUST, SRP, TACO, and IDEM RISC regulations). She specializes in site investigation, remediation, risk assessment, brownfields assessment, cleanup and redevelopment, agency negotiation, community outreach, life-cycle liabilities assessment, and achieving closures within the regulatory framework in Illinois, Indiana, Ohio, Michigan, Wisconsin, Minnesota, and Pennsylvania. She has developed the strong brownfields program for Terracon greater Chicago area assisting municipalities and Not-for-Profits with grant identification, application, brownfields assessment, cleanup, and redevelopment. Ms. Yang constantly speaks at various environmental conferences on on-site assessment, cleanup, redevelopment, and brownfields funding strategies. Ms. Yang has extensive experience working on the Illinois Department of Transportation (IDOT) hazardous waste projects and is familiar with the program requirement. Additionally, Ms. Yang specializes in major oil and gas clients' project management, project framing, milestone evaluation, life-cycle assessment, NPV calculation, and decision-making support.

Being the Regional Manager, Ms. Yang manages teams of scientists and engineers to provide environmental services to our regional and national clients. Services include environmental due diligence, site characterization, remediation, compliance, natural resources, and industrial hygiene. The operation also includes geotechnical and material testing services. Clients include industrial, commercial, and municipalities.

Before joining Terracon, Ms. Yang worked for a fortune 500 company managing an environmental group in the Chicago area. The work included remediation, environmental, health and safety consultancy, environmental due diligence, compliance, industrial hygiene, air, capital permitting, water, and natural resources. She successfully established key relationships and developed regional and global accounts including Oil and Gas, Power Utility, and manufacturing.

PROJECT EXPERIENCE

Project Director, the City of Chicago Fleet and Facility Management (2FM) Environmental Program

Terracon assisted 2FM with various projects including Phase I Due Diligence, Phase II subsurface Investigations, Compliance, IEPA Site Remediation Program (SRP) sites, and USEPA Brownfields Grant sites.

Program Manager, the City of South Beloit, Various Brownfields Properties with Hazardous Substance and Petroleum Contamination

Ms. Yang serves as Program Manager overseeing South Beloit's brownfield assessment/cleanup projects. Terracon assisted the City in preparing Remediation Objective Reports, Remedial Action Plans, and remediation implementation, and received IEPA's No Further Remediation Letters. Terracon also assisted the City in securing IEPA and USEPA brownfields cleanup grants. One project utilizing

phytoremediation to remediate polynuclear aromatics (PNAs) received Environmental Business International 2019 Award for Project Merit category.



EDUCATION

Bachelor of Science, Geology, 1990,
Peking University, China

Master of Science, Geology, 1994,
The University of Illinois Chicago

Master of Business Administration
(MBA), 2005, Kellogg Graduate
School of Management, Northwestern
University

REGISTRATIONS

Professional Geologist: Illinois,
196.000764

CERTIFICATIONS

OSHA 40-Hour Health and Safety
Training

Loss Prevention System

Smith Driving

AFFILIATIONS

Association of Environmental and
Engineering Geologist

WORK HISTORY

Terracon, Senior Principal, Vice
President, Regional Manager,
2011-present

AECOM Technical Services, Inc.,
Department Manager 2005-2011;
Strategic Account Manager; Regional
Sales Director 2006-2009;
Project Manager, 1999-2005; Project
Geologist, 1994-1999

Project Director, FDIC, Confidential Former Drycleaners Real Estate Transaction and Remediation, Greater Chicago, Illinois

Ms. Yang serves as Project Director overseeing the project. Terracon services included subsurface investigation, remedial evaluation, and design, costing, permitting, field oversight, SRP reporting, IEPA coordination, and public outreach.

Project Director, FDIC, Several Site Assessment and Risk-Based Cleanup Projects in Illinois and Indiana

Ms. Yang serves as Project Director overseeing several FDIC projects in Illinois' Leaking Underground Storage Tank Program and Indiana's Risk Integrated System Closure (RISK) program. Projects received No Further Action Letter (NFA) or with the closure letter pending.

Principal-in-Charge, Illinois Department of Transportation (IDOT) District 1 Hazardous Waste Projects

Ms. Yang serves as the Principal-in-Charge overseeing full aspects of this program. Terracon reviewed Preliminary Environmental Site Assessment Reports (PESA), prepared Work Plans for IDOT's review and approval, conducted field activities collecting soil and groundwater samples, evaluated data, and prepared Preliminary Site Investigation Reports (PSI) and cost estimates following IDOT's regulations.

Project Director, Public Building Commission of Chicago, Whitney Young Public Library

Ms. Yang serves as Project Director overseeing this remediation project. Terracon conducted a Phase I ESA, a comprehensive Phase II Investigation, and designed a remedial scope of work utilizing in-situ chemical oxidation to address the chlorinated solvent impact on soil and groundwater due to the past dry cleaning operation. Retro-Coat was utilized to address indoor air inhalation issues at the existing building. Terracon assisted the client in securing the IEPA Brownfield Revolving Loan Fund (RLF), and USEPA Brownfield Grant, and assisted the client with grant administrative reporting. A Comprehensive No Further Remediation Letter was received from the IEPA Site Remediation Program (SRP). Terracon also provided asbestos sampling and consulting services for this project. Terracon was selected by the IEPA and USEPA to perform a green remediation evaluation at this site as part of the agency's pilot program.

Program Manager, Village of Schaumburg, Former Murzyn-Anderson Property

Ms. Yang serves as Program Manager overseeing this brownfield assessment/cleanup project. Terracon assisted the Village with completing the site assessment under IEPA's Municipal Brownfields Redevelopment Grant (MBRG), Revolving Loan Fund application, public outreach, and remediation using the RLF fund. The site was enrolled in the Site Remediation Program (SRP) and received a Comprehensive No Further Remediation Letter with no land use restrictions.

Program Manager, Manhard Consulting, Retail Store Phase I/II and Redevelopment Portfolio, Illinois and Indiana

Ms. Yang serves as Principal and Program Manager overseeing the full aspects of the Retail Stores Phase I/II and Redevelopment Portfolio in Greater Chicago and northwest Indiana. Terracon assisted the client with Phase I and II Environmental Site Assessment, evaluation of wetland and endangered species issues, and regulatory issues. Terracon also works with the civil engineers and developers to incorporate the environmental investigation results into site design so cost savings will be achieved during the construction.

State of Illinois

Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.
196.000764

EXPIRES:
03/31/2025

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



LICENSED PROFESSIONAL GEOLOGIST

CHEN YANG
60 E MONROE 2202
2202
CHICAGO, IL 60603



Mario Treto, Jr.

MARIO TRETO, JR.
SECRETARY

CECILIA ABUNDIS
DIRECTOR

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

17473870

ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Terracon Consultants, Inc.

I. LEGAL ACTIONS

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

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

ATTACHMENT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

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

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

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

II. DISCLOSURE OF OWNERSHIP INTERESTS

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

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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

Terracon Consultants, Inc. (TCI)

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Vice President (cont.)

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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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Xue-jun "Jon" Sheng (MID)
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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. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-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 subcontract 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/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

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. (Please attach list if necessary.)		
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. (Please attach list if necessary.)		
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. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-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 subcontract 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/FEEs

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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.

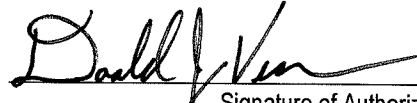
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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)

Shelly R Schumaker
Notary Public Signature and Seal

SHELLY R. SCHUMAKER
Notary Public-State of Kansas
My Appt. Expires 08/25/25

ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Environmental Engineering Services - PS3080

Description of goods or services to be provided under Contract:

Environmental 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

7/7/2023

Date

Linda Yang

Name (Type or Print)

Vice President

Title

Subscribed and sworn to before me

this 7th day of July 2023



Notary Public



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

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT D

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

1. Policy Statement

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

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the Consultant agrees to make a best efforts to attain the aspirational goals to award **25%** of the annual dollar value of all Commission Contracts to MBEs and **5%** of the annual dollar value of all Commission Contracts to WBEs..
- b. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
 - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
 - (6) "Established Business" means a person or entity granted certification by the City of Chicago.

- (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
- (8) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- (9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

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

5. Submission of Proposals

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

- (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.
- (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
- (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
- (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

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

6. Evaluation of Compliance Proposals

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

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-bid conference;
 - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.

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

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

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
 - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
 - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
 - (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

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

9. Failure To Achieve Goals

- a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:
 - (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.
 - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
 - (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
 - (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.
 - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

10. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

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

11. Disqualification of MBE or WBE

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
 - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
 - (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
 - (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
 - (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
 - (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
- i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
 - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

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

15. Severability

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

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SCHEDULE B

Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

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

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

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

SCHEDULE B
Joint Venture Affidavit (2 of 3)

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

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

1. Financial decisions _____

2. Management decisions such as:

a. Estimating _____

b. Marketing and Sales _____

c. Hiring and firing of management personnel _____

d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

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

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

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

SCHEDULE B

Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

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

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

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

Notary Public

Commission expires:
(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

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

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

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

Notary Public

Commission expires:
(SEAL)

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

Name of Project: _____

Project Number: _____

FROM:

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

TO:

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

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

_____ a Sole Proprietor
_____ a Partnership

_____ a Corporation
_____ a Joint Venture

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

BY:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

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

Name of Project: Environmental Engineering PS3080H

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		<div>TBD</div> %	<div>TBD</div> %

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 ____