



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
(PS2060A)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

AECOM TECHNICAL SERVICES, INC.

FOR

ENVIRONMENTAL ENGINEERING SERVICES (PS2060A)

Public Building Commission of Chicago

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

www.pbcchicago.com

FIRM NAME:	AECOM Technical Services, Inc.
CONTACT NAME:	Stanley Wang
CONTACT TELEPHONE:	312.373.6714
CONTACT EMAIL:	Stan.Wang@aecom.com
ADDRESS:	303 E. Wacker Drive, Suite 1400 Chicago, IL 60101

Mayor Rahm Emanuel
Chairman

Felicia S. Davis
Executive Director

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EXECUTION PAGE
ENVIRONMENTAL ENGINEERING SERVICES- PS2060A

THIS AGREEMENT effective as of January 1, 2016, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and

AECOM Technical Services, Inc. with offices at _____
303 E. Wacker Drive, Suite 1400, Chicago, IL 60601 (the "**Consultant**").
Address City State Zip

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 - PS2060A

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel Date: _____
Mayor Rahm Emmanuel
Chairman

ATTEST:

Lori Ann Lypson Date: 8/24/16
Secretary

CONSULTANT: AECOM TECHNICAL SERVICES, INC.

[Signature] Date: 02-08-16
President or Approved Signatory

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: IL

Subscribed and sworn to before me by DENISE M. CASALINO and _____

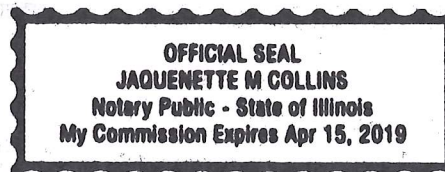
on behalf of Consultant this 8 day of Feb, 2016

Jaquenne M. Collins

Notary Public

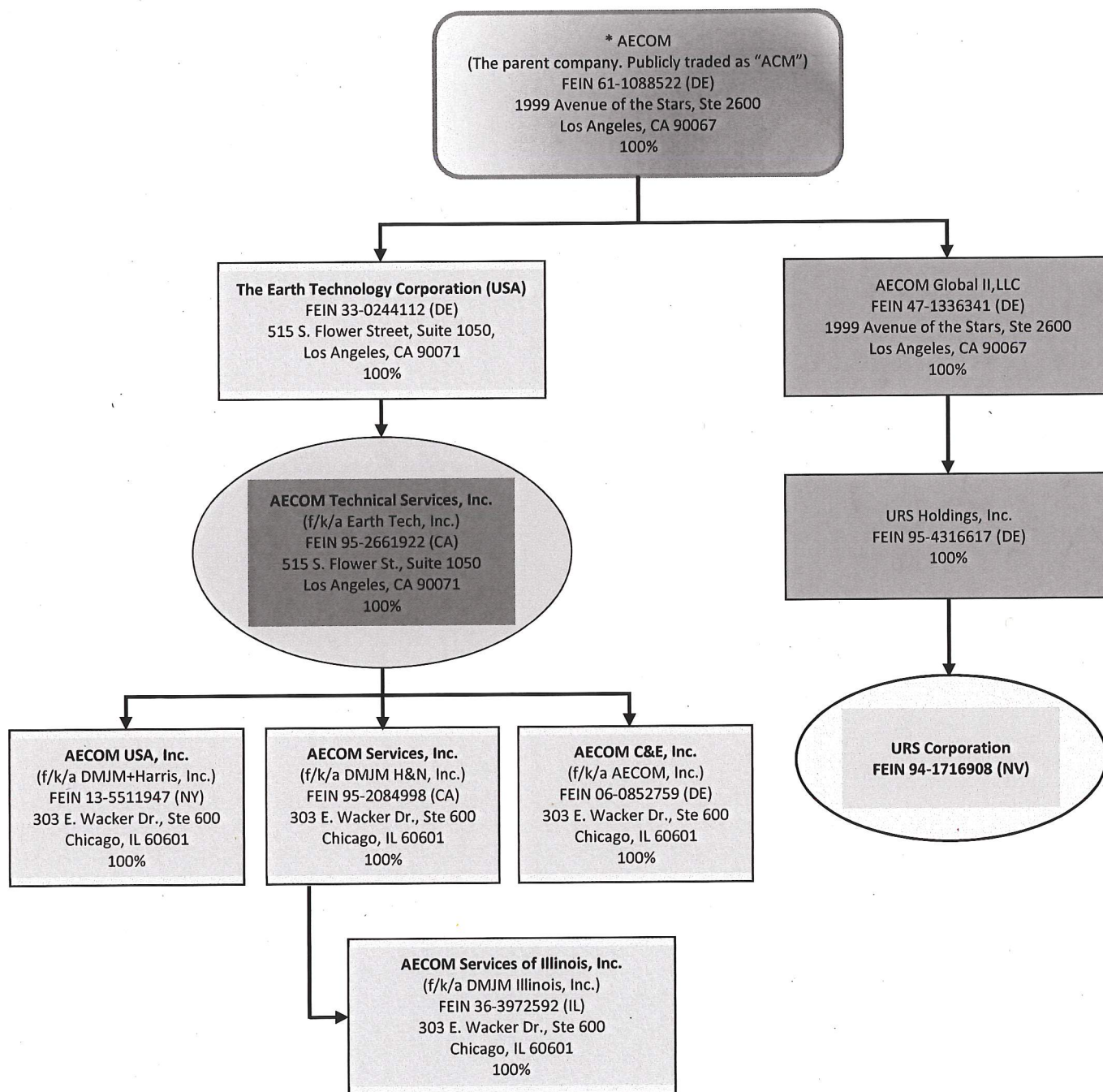
My Commission expires: 4-15-19

(SEAL OF NOTARY)



Approved as to form and legality:

Anne L. Fredel Date: 8-23-16
Neal & Leroy, LLC



** Effective 1/5/15, AECOM Technology Corporation changed its name to AECOM.*

As of June 30, 2015, the single largest shareholder of AECOM ("ACM") is FMR LLC, a Fidelity company, which is a registered investment adviser that holds beneficially for its third party investors approximately 14.88% of ACM stock.

Wellington Management Company, LLP, ("Wellington Management") an investment advisor, holds approximately 8.07% of the shares of ACM stock. Wellington Management, in its capacity as investment advisor, may be deemed to beneficially own the shares of ACM which are held of record by clients of Wellington Management.

The Vanguard Group ("Vanguard") holds approximately 6.48% of ACM stock and has sole power to dispose or to direct the disposition of a portion of the shares and shared power to dispose or to direct the disposition of the remaining shares.

BlackRock Inc. ("BlackRock"), a holding company, holds approximately 6.05% of ACM stock. BlackRock has sole power to dispose or to direct the disposition of all of its shares.

Neither FMR LLC, Wellington Management, Vanguard nor BlackRock participate in ACM's day-to-day operations or policy and decision making processes. Their respective shares of ACM stock may change at any time, which will be disclosed to the U.S. Securities and Exchange Commission as public record.

**AECOM Technical Services, Inc.
Officers and Directors**

AECOM Technical Services, Inc. Board of Directors

Michael Kolloway
David Gan
Preston Hopson

AECOM Technical Services, Inc. Officers

Timothy H. Keener	Chief Executive Officer and President
Anshooman Aga	Chief Financial Officer, Treasurer and Senior Vice President
Robert S. Ledford	Chief Operating Officer
Vahid Ownjazayeri	Chief Growth Officer
Todd D. Mazza	Chief Information Officer

Robert Grim	Corporate Senior Vice President
Donna Cote	Corporate Vice President

Louis J. Armstrong	Executive Vice President
Jay Badame	Executive Vice President
Scot Bini	Executive Vice President
Stephen C. Brinigar	Executive Vice President
Brian Burgher	Executive Vice President
Ed Cettina	Executive Vice President
Sundararajan Dhamotharan	Executive Vice President
Gary A. Engle	Executive Vice President
Frank Gorry	Executive Vice President
Michael R. Just	Executive Vice President
Ira A. Levy	Executive Vice President
Ian MacLeod	Executive Vice President
Pete Marchetto	Executive Vice President
Jacinta McCann	Executive Vice President
Daniel P. McQuade	Executive Vice President
Robert J. Pell	Executive Vice President
Jane C. Penny	Executive Vice President
Loren Smith	Executive Vice President
Robert L. Sorvillo	Executive Vice President
Matthew Sutton	Executive Vice President
Frank Sweet	Executive Vice President
Kenneth M. Tyrrell	Executive Vice President
Richard P. Wolsfeld, Jr.	Executive Vice President

Brian Adams	Senior Vice President
Steve M. Aman	Senior Vice President
Paul P. Anderson	Senior Vice President
Victor Auvinen	Senior Vice President
Mark Ballard	Senior Vice President
Samara Barend	Senior Vice President
Jeffrey S. Berk	Senior Vice President
John A. Bischoff	Senior Vice President

AECOM Technical Services, Inc.
Officers and Directors

Rickey (Rick) L. Brannon, Jr.	Senior Vice President
Karl Brazauskas	Senior Vice President
Michael Brennan	Senior Vice President
Michael A. Burgess	Senior Vice President
Kenneth V. Butler	Senior Vice President
John J. Cardoni	Senior Vice President
Denise M. Casalino	Senior Vice President
Steven J. Chapin	Senior Vice President
Timothy D. Chinn	Senior Vice President
Jay Clare	Senior Vice President
Dave Clancy	Senior Vice President
Michael A. Clark	Senior Vice President
Frank Coffman	Senior Vice President
Kevin Cornish	Senior Vice President
Michelle Council	Senior Vice President
Matthew Cummings	Senior Vice President
Joseph A. Curreri	Senior Vice President
Robert M. Czarnecki	Senior Vice President
Greg Deaver	Senior Vice President
Charles David Dickey, Jr.	Senior Vice President
Daniel W. Donahue	Senior Vice President
Leonard Dorr	Senior Vice President
Shelby G. Eckols	Senior Vice President
Scott K. Edelman	Senior Vice President
Robert Edelstein	Senior Vice President
F. Ross Edwards	Senior Vice President
David A. Ellerbroek	Senior Vice President
Stephen Engblom	Senior Vice President
Daniel G. Faust	Senior Vice President
Joel B. Farrier	Senior Vice President
Cuneyt Feizoulof	Senior Vice President
Herbert Fry	Senior Vice President
Kenneth Fredrickson	Senior Vice President
C. Steve Garrett	Senior Vice President
Cheryl Giggetts	Senior Vice President
Elise R. Greenspan	Senior Vice President/Assistant Secretary
Adbol Haghayeghi	Senior Vice President
Michael Handelman	Senior Vice President
Elliott A. (Al) Hannum	Senior Vice President
Judy Herman	Senior Vice President/Assistant Secretary
Bill Hjelholt	Senior Vice President
J. Scott Hodge	Senior Vice President
Richard Hope	Senior Vice President
Darcy Immerman	Senior Vice President
Steven T. Johnson	Senior Vice President

AECOM Technical Services, Inc.
Officers and Directors

Christopher Kane	Senior Vice President/Assistant Secretary
James J. Kang	Senior Vice President
Glen T. Kartalis	Senior Vice President
Deborah S. Klem	Senior Vice President
Bruce Koenig	Senior Vice President
Siamak Kusha	Senior Vice President
Keith G. Landry	Senior Vice President
John M. Lannon	Senior Vice President
Robert W. Leonetti	Senior Vice President
Roger S. Lichtman	Senior Vice President
James K. Lowe	Senior Vice President/Assistant Secretary
Charles Manning	Senior Vice President
Diana C. Mendes	Senior Vice President
Thomas Mertens	Senior Vice President
Marilyn Miller	Senior Vice President
Rudolph Mina	Senior Vice President
James W. Mitchell	Senior Vice President
Mark S. Morris	Senior Vice President
Joseph G. Moss, Jr.	Senior Vice President
Bruce Moulds	Senior Vice President
Stephan Nalefski	Senior Vice President
John Nagy	Senior Vice President
Jack Norris	Senior Vice President
Bijan Pashanamaei	Senior Vice President
Euford Steven Pearson	Senior Vice President
Olga Perkovic	Senior Vice President
David W. Pino	Senior Vice President
David L. Pleau	Senior Vice President
Stephen J. Polechronis	Senior Vice President
Frank Pollare	Senior Vice President
Paul Praylo	Senior Vice President
Natalia (Natasha) Raykhman	Senior Vice President
Robert Rittmeyer	Senior Vice President
John W. Robinett	Senior Vice President
Terry Rookard	Senior Vice President
Heather C. Royston	Senior Vice President
Russel P. Rudden	Senior Vice President
Paul F. Ryan	Senior Vice President
Maynard Dale Sands	Senior Vice President
Abbas Sarmad	Senior Vice President
Edward J. Schmeltz	Senior Vice President
Todd G. Schwendeman	Senior Vice President
Steve Scott	Senior Vice President
Richard Simon	Senior Vice President
Steve Sowder	Senior Vice President
John F. Spencer	Senior Vice President

AECOM Technical Services, Inc.
Officers and Directors

John Spyhalski	Senior Vice President
Rod Staponski	Senior Vice President
Michael D. Steer	Senior Vice President
Kevin Stubblebine	Senior Vice President/Assistant Secretary
Louis A. Tucciarone	Senior Vice President
Kenneth E. Vinson	Senior Vice President
Jekabs P. Vittands	Senior Vice President
Robert A. Waitkus	Senior Vice President
John B. Waldron	Senior Vice President
Christopher O. Ward	Senior Vice President
Robert B. Ward	Senior Vice President
Ross Wimer	Senior Vice President
Carol F. Brandenburg-Smith	Assistant Secretary
Howard Cohen	Associate Vice President/Assistant Secretary
Andrew Dopheide	Assistant Secretary
Aren Fairchild	Vice President/Secretary
Scott Hillman	Assistant Secretary
Chris Karpathy	Vice President/Assistant Secretary
Jon Mahoney	Vice President/Assistant Secretary
Robert Orlin	Vice President/Assistant Secretary
Jamie Peterson	Assistant Secretary
Sarah Sabunas	Assistant Secretary

Entity Name: The Earth Technology Corporation (USA)

Name	Title	Title Role
Gan, David Y.	Director	Director
Kolloway, Michael R.	Director	Director
Rudd, William Troy	Director	Director
Burke, Michael S.	President	Officer
Kolloway, Michael R.	Secretary	Officer
Rudd, William Troy	Treasurer	Officer

Entity Name: AECOM

Name	Title	Title Role
Fordyce, James H.	Director	Director
Frist, William D.	Director	Director
Griego, Linda	Director	Director
Joos, David W.	Director	Director
Ouchi, William G	Director	Director
Routs, Robert J.	Director	Director
Rutledge, William P.	Director	Director
Schmitz, Clarence T.	Director	Director
Stotlar, Douglas W.	Director	Director
Wolfenbarger, Janet Carol	Director	Director
Burke, Michael S.	Chairman of the Board	Director
Dionisio, John M.	Chairman Emeritus	Director
Tishman, Daniel	Vice Chairman	Director
Burke, Michael S.	Chief Executive Officer	Officer
Ching, Christina	Corporate Secretary	Officer
Christofferson, Carla J.	Executive Vice President, General Counsel	Officer
Donnelly, Michael J.	Group President, End Markets	Officer
Finch, Mary E.	Executive Vice President, Chief Human Resources Officer	Officer
Kadenacy, Stephen M.	President and Chief Financial Officer	Officer
McQuade, Daniel P.	Group President, Building Construction	Officer
Osborne, Ronald E.	Senior Vice President, Controller	Officer
Rudd, William Troy	Executive Vice President/Chief Financial Officer	Officer
Werner, Frederick W.	Group President, Design and Consulting Services	Officer
Wotring, Randall A.	Group President, Management Services	Officer

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 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. **CW System or CW** 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 www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_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. **CW 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 CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW 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 CW 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 two (2) 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 CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$1,500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW 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 CW 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 ATTACHMENT E.
12. **Default.**
- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
 - i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;
 - ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
 - iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
 - iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due,

or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

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

17. **Miscellaneous.**

- a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
- b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
- c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
- d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
- e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
- f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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SCHEDULE B SCOPE OF SERVICES

The Public Building Commission of Chicago requires the services of environmental 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:
 - 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 Environmental Assessments and Report Preparation
 - a. Soil Borings and analytical
 - b. Soil Sampling (Grab sampling and hand auger)
 - c. Additional Geophysical Surveys or Test Pitting Activities
 - 2. IEPA Site Remediation Program Enrollment, Site Investigations and Reporting
 - 3. Environmental Project Management during Project Design
 - 4. Bid Package Generation
 - a. Preparation of Drawings and Specifications
 - b. Design Meeting Participation
 - c. Bid Meeting Participation
 - d. Meeting Minutes
 - e. Bid Package Coordination
 - 5. Environmental Grant Administration
- C. Construction Phase Oversight Services, including but not limited to:
 - 1. Contract Administration
 - 2. Environmental Submittal Approvals
 - 3. Remediation and Soil Management Oversight
 - 4. Underground Storage Tank 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 1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The federal rule recognizes the ASTM E 1527-13 standard as an acceptable guidance document for satisfying the "All Appropriate Inquires" (AAI).

2. 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.

3. 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 test pit with moderate compaction effort and the restoration of sod, asphalt, concrete or other surface required to be repaired by the PBC.

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

5. Environmental Budgets Preparation: Use information from Phase I ESA, Phase II ESA, and geophysical survey, and test pits as well as schematic designs to prepare preliminary budgets for environmental remediation.

Category B. Environmental Design Phase Environmental Services

1.a. and 1.b. Phase II Environmental Site Assessments: Conduct Phase II Environmental Site Assessments in accordance with ASTM E1903-11 *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* to assess if soil and/or groundwater conditions have been adversely impacted. The data would be compared to 35 Ill. Adm. Code 742 Tiered Approach to Corrective Action Objectives (TACO).

1.c. See A.2. and A.3.

2. IEPA Site Remediation Program (SRP) Investigations and Reporting: Enrollment of PBC sites into the IEPA SRP on an as needed basis. 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. 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.
- c. Provide senior level technical review of reports for technical accuracy and completeness.
- d. 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.

- e. Provide senior level technical review of the ROR/RAP for technical accuracy and completeness.
- f. Generate detailed remediation plans for required IEPA submittals and as construction documents.
- g. Respond to IEPA comments to submitted documents as appropriate.
- h. Pay IEPA SRP Fees on behalf of PBC. These costs are reimbursed through subsequent Consultants invoices to PBC.
- i. Prepare the Remedial Action Completion Report (RACR). The RAC Report would document the completed remedial action and would demonstrate compliance with IEPA approved remediation objectives.
- j. Provide senior level technical review of the RACR for technical accuracy and completeness.
- k. Coordinate with IEPA to obtain a final No Further Remediation letter on behalf of the PBC. Assist the PBC in appropriately recording the No Further Remediation Letter.

3. Environmental Project 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.

4. 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. These services 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, ect.

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 especially where the language relates to dealing with areas having environmental conditions or special soil management requirements).

5. 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, ect. The Consultant would review and collect copies 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 daily, weekly or as required environmental oversight 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. The Consultant would assist with permitting, generating correspondence, providing analytical and reporting as required by the IEPA and Office of the State Fire Marshall.
5. Field Meetings Related to Environmental Matters: The Consultant would attend project coordination and weekly meetings at PBC 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. IEPA Site Remediation Program Management: The Consultant would also provide the appropriate reports if the site is enrolled in the IEPA SRP. Reports should document daily, weekly or as required, trucks importing and exporting soil/fill materials to/from the site as well as installation of all engineered barriers. 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 related activities for remediation and installation of engineered barriers.
8. 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.

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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 CW, 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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**LOADED HOURLY RATES - ENVIRONMENTAL CONSULTING SERVICES
ENVIRONMENTAL ENGINEERING SERVICES - PS2060A**

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	\$ 175.00
B Environmental Engineer P.E.	Per hour	\$ 140.00
C Environmental Engineer	Per hour	\$ 90.00
D Geologist/Hydrologist	Per hour	\$ 110.00
E Certified Industrial Hygienist	Per hour	\$ 140.00
F Environmental Scientist	Per hour	\$ 90.00
G Building Inspector (Hazardous Waste)	Per hour	\$ 110.00
H Chemist	Per hour	\$ 110.00
I Environmental Communications Specialist	Per hour	\$ 110.00
J Project Manager	Per hour	\$ 120.00
K Senior Project Manager	Per hour	\$ 140.00
L Environmental Technician	Per hour	\$ 80.00
M Clerical/Administrative Staff	Per hour	\$ 55.00
N Drafting Technician	Per hour	\$ 80.00
O Civil Engineer	Per hour	\$ 120.00
P Senior Technician / Environmental Construction Management	Per hour	\$ 110.00
Q Insert Other Title Here	Per hour	\$ -
Environmental Design Services		
A Environmental Engineer P.E.	Per hour	\$ 140.00
B CAD Specialist	Per hour	\$ 90.00
C Drafting Technician	Per hour	\$ 80.00
D Clerical/Administrative Staff	Per hour	\$ 55.00
E Engineer	Per hour	\$ 90.00
F Project Manager	Per hour	\$ 110.00
G Sr. Project Manager	Per hour	\$ 140.00

SCHEDULE D

INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners 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 of Chicago, the City of Chicago and the User Agency and Owners 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 \$5,000,000. 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 of Chicago, the City of Chicago and the User Agency and Owners, and others as may be required by PBC, 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 Public Building Commission of Chicago, the City of Chicago and the User Agency and Owner, their respective Board members, employees, elected and appointed officials, and representatives and the property owner.

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 Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners 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.

Consultant must submit the following:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 1001 or similar

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Lori Bryson (213)-346-5464 06510-exp-PLPrp-15-16 Chicag GLALP 02 2021	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED AECOM Technical Services, Inc. 303 E. Wacker Dr., Suite 1400 Chicago, IL 60601	INSURER A: Zurich American Insurance Company		16535
	INSURER B: N/A		N/A
	INSURER C: ACE American Insurance Company		22667
	INSURER D: Illinois Union Insurance Co		27960
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

LOS-001991488-02

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Business/All Risk Property/ Valuable Papers/Contractors Eq		GPA-D37432465	04/01/2015	04/01/2016	Limit \$1,000,000 Deductible \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Professional Services Agreement, Environmental Engineering Services (PS2060).

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

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission of Chicago Raven DeVaughn, Director of Procurement Room 200 50 W. 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 of Marsh Risk & Insurance Services James L. Vogel

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ACORD 25 (2014/01)

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COI - AECOM - ecr - 2060a Term Env Eng - 20150401
00000 - 01 - 14 - 06 - 62

AGENCY CUSTOMER ID: 06510

LOC #: Los Angeles

Page 2 of 2



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other

Policy Covers

ARCHITECTS & ENG.

PROFESSIONAL LIAB.

Policy Details

Insr Ltr: D (Illinois Union Insurance Co)

Policy Number: EON G21654693

Eff. Dt. 10/08/2014 Exp. Dt. 04/01/2016

Limits

Per Claim/Agg : 5,000,000

Defense Included :

Other deductibles may apply as per policy terms and conditions.

Contractors Pollution Liability, Carrier: AIG Specialty Insurance Company, NAIC #26883, Policy #: CPL 1814870, Policy Term: 04/01/2015 - 04/01/2016, "Claims Made," Defense Included, Limit: \$2,000,000



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

2/4/2016

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 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 Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: *** SEE ATTACHMENT *** INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED	1075642 AECOM AECOM Technical Services, Inc. 303 E. Wacker Dr., Ste. 1400 Chicago IL 60601			

COVERAGES AECTE01

CERTIFICATE NUMBER: 13886545

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"/> PROJECT <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"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED ACORD 101	1/1/2016	1/1/2017	X PER STATUTE E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation applies per attached endorsement. Re: Professional Services Agreement, Environmental Engineering Services (PS2060). Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER

CANCELLATION See Attachments

13886545

Public Building Commission of Chicago
Raven DeVaughn, Director of Procurement
Richard J. Daley Center
50 West Washington Street, Room 200
Chicago IL 60602

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

AUTHORIZED REPRESENTATIVE

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SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

2. KEY PERSONNEL & APPLICABLE LICENSES

A. Respondent shall submit a matrix as defined on page 17 of the RFQ.

Respondent Staff	Years with Current Firm	Years in Environmental Industry	Experience in Category A	Experience in Category B	Experience in Category C
Arriaga, Miguel	12	14	✓	✓	✓
DeMauro, Anthony	2	12	✓	✓	✓
Dunne, Patrick	11	23	✓	✓	✓
Feeley, Patricia (EDI)	16	22	✓	✓	✓
Georgiew, Galina	9	over 20	✓	✓	✓
Gierek, Lynn	10	29	✓		
Hildreth, Matthew	11	14	✓	✓	✓
Laub, Matthew	10	15		✓	✓
Mesarch, Matthew	10	15		✓	✓
Taghap, Hilary	4	8	✓	✓	✓

B, C, D, E and F.

Resumes of key personnel, along with copies of their current licenses and specific environmental engineering experience immediately follow.

10 Years' Experience in IEPA SRP Project Management	7 Years' Experience in Managing Leaking Underground Storage Tanks in IL	Owner's Representative Services Experience	Environmental Grant Administration Experience	QA/QC Technical Review
✓		✓		✓
✓	✓			✓
✓	✓			✓
✓	✓	✓	✓	✓
✓	✓			✓
				✓
✓	✓	✓		✓
✓	✓			✓
✓	✓			✓
				✓

MIGUEL A. ARRIAGA, PG, RG

Senior Scientist

FIRM

AECOM

YEARS OF EXPERIENCE

With Current Firm: 12

In Environmental Industry: 14

EDUCATION

MS, Hydrogeology, Purdue University, 2002

BS, Geology, University of Oregon, 1999

REGISTRATIONS

Professional Geologist, IL #196001213

Professional Geologist, MO #2008012593

Professional Geologist, IN #2243

AFFILIATIONS

American Geophysical Union

United States Achievement Academy

Golden Key International Honour Society

International Association of Hydrogeologists

Mr. Arriaga has 14 years of environmental consulting experience performing environmental site characterizations, risk assessments, and remedial investigation activities at hazardous waste facilities and retail petroleum sites to include project management, hydrogeological and geological investigations, installation of monitoring and production wells, low flow groundwater sampling, slug and aquifer testing, groundwater modeling, statistical analyses, air quality sampling and monitoring, soil boring and sampling, GPS/wetland surveys, soil gas sampling, drilling and rock coring oversight. Mr. Arriaga is a Project Manager in the Warrenville, Illinois Client Service Center (CSC). Mr. Arriaga has served as a field hydrogeologist and site manager for multiple environmental site investigations performed on retail petroleum, industrial, commercial, and private properties in accordance with state, federal, and international regulations. Mr. Arriaga's project experience has included project management, technical report preparation, risk-based corrective action implementation, field work coordination and supervision; proposal writing, health and safety plans, sampling and analysis plans, work plans, scope of

work writing; potentiometric surface, structural, isopach, and iso-concentration maps; geologic cross-sections; conceptual models, groundwater modeling; boring logs; well construction diagrams; client representation; agency communication and negotiation; health and safety oversight; purchase orders; cost estimations; subcontractor procurement, project scheduling, invoicing, and budgeting. Mr. Arriaga is involved in the field, reporting, and management tasks related to site closure activities. Mr. Arriaga has acted as project manager of multiple hazardous waste sites in Illinois, Indiana, Iowa, and Missouri, and has managed a large portfolio of retail sites in Central America (Guatemala, El Salvador, Costa Rica, and Nicaragua) for a major global oil and gas corporation. He has participated in construction and excavation projects at varying scales for manufactured gas plants (MGP) and landfill sites enrolled in state regulatory programs in Illinois, Indiana, Missouri, and Michigan.

Relevant Experience

Class I Railroad Company, Soil and Groundwater Investigation, Chicago, IL. Project manager responsible for performing remedial investigation and environmental sampling activities to delineate the vertical and horizontal extent of petroleum hydrocarbon impacts to soil and groundwater as part of a No Further Remediation (NFR) letter request within the Illinois Site Remediation Program. Field activities included drilling and construction of monitoring wells, soil and groundwater sampling, operation and maintenance as part of a pump and treat systems. Worked in conjunction with client and state agency to define appropriate remedial actions to limit exposure to impacts (deed restrictions, engineering and institutional controls).

Alcatel-Lucent USA, Groundwater Investigation, Genoa, IL. Project manager responsible for performing remedial investigation and environmental sampling activities to delineate the vertical and horizontal extent of chlorinated solvent impacts to groundwater as part of a No Further Remediation (NFR) letter request within the Illinois Site Remediation Program. Field activities included drilling and construction of monitoring wells, soil and groundwater sampling, operation and maintenance as part of a pump and treat systems. Worked in conjunction with attorneys and government officials (local and state) to pass a local groundwater use ordinance that can be used as an institutional control to achieve Site closure.

Confidential Industrial Companies, Groundwater Investigation, IL. Project manager in charge of conducting soil and groundwater investigation activities, remedial assessments, and groundwater monitoring at hazardous waste facilities to characterize the extent of chlorinated solvent contamination as part of the Illinois Site Remediation Program and ultimately pursue a No Further Remediation (NFR) letter determination.

Confidential Commercial and Real Estate Companies, Phase I Environmental Site Assessments and Visual Asbestos Inspections, IL. Conducted Phase I environmental site assessments and visual asbestos containing material inspections in order to observe potential recognized environmental conditions at a commercial-zoned property as part of a property transaction requested by the seller. Reviewed historical documents prepared by an environmental database company, Sanborn maps, aerial photographs, and topographic maps.

Confidential Industrial and Retail Petroleum Companies, Phase II Environmental Site Assessments, IL. Project manager in charge of conducting soil and groundwater investigations as part of property transfers and also as part of the initial evaluation to enroll sites into the Illinois Site Remediation Program and achieve a NFR letter.

Tronox LLC, Groundwater Investigation, Madison, IL. Prepared Semi-Annual and Annual Resource Conservation and Recovery Act (RCRA) Groundwater Corrective Action Effectiveness Reports of a former hazardous waste facility. Reports are required as part of a RCRA Post-Closure Care Permit Part B. Reports are submitted to the Illinois Environmental Protection Agency for review and approval as part of the Site Remediation Program.

Tronox LLC, Project Management (Environmental Compliance), Indiana, Missouri. Project manager of multiple former hazardous waste (creosote) facilities located in the Midwest responsible for the operation, remediation, and maintenance of Site environmental issues. Managerial activities included health and safety oversight, field and technical support, subcontractor management, remediation and sampling logistics, environmental due diligence reporting, agency communication, compliance with applicable state and federal regulations, liaison for access agreement issues with nearby properties, budget and cost estimation, proposal writing, project schedule, and financials.

Alcoa, Project Management, IA. Project manager in charge of quarterly groundwater monitoring and sampling activities as part of an Interim Groundwater Monitoring Plan under the Environmental Protection Agency. Activities included project logistics, invoicing, cost estimation, report preparation, client and agency communication, and technical support.

Confidential Petroleum Company, Environmental Investigation, MO. Performed soil boring and sampling, rock coring, monitoring well installation, and groundwater sampling at a hazardous waste facility in order to characterize the extent of soil and groundwater impact with petroleum hydrocarbons in a residential area near a former wood treating facility as part of the state Site Remediation Program.



ANTHONY DEMAURO

Senior Environmental Scientist

FIRM

AECOM

YEARS OF EXPERIENCE

With Current Firm: 2

In Environmental Industry: 12

EDUCATION

BA in Geography & Environmental Planning/Urban Studies, Elmhurst College, 2003

Mr. DeMauro has over 10 years of environmental consulting experience. He has considerable experience performing Phase I and Phase II environmental site assessments, site investigation and corrective action activities for Leaking Underground Storage Tank (LUST) sites in Illinois, Indiana, and Wisconsin. He has extensive experience in the LUST and Site Remediation Program (SRP) regulatory environmental programs and has experience performing and writing Spill Prevention, Control, and Countermeasure (SPCC) Plans in Illinois, Wisconsin, Kansas, and Iowa. Mr. DeMauro also serves as an assistant project manager on multiple retail gasoline portfolios and remediation projects. Mr. DeMauro prepares workplans, and reports of findings that address information/recommendations relevant to that project. Mr. DeMauro's responsibilities also include proposal preparation, client communication and training of entry level personnel.

Relevant Experience

Kennedy Plaza BK, LLC, Chicago, IL. Project Scientist. Project scientist for the Focused Site Investigation of a former manufacturing facility under the Illinois SRP program. Characterized and delineated contaminants of concern in the soil and groundwater, provided remedial action, implemented intuitional controls, and completed technical reporting. Focused No Further Remediation (NFR) letter issued in 2008.

Montrose Damen, LLC, Chicago, IL. Project Scientist. Project scientist for the Focused Site Investigation of a former dry cleaning facility under the Illinois SRP program. Characterized and delineated chlorinated solvents in the soil and groundwater, provided remedial

action, implemented intuitional controls, and completed technical reporting. Focused NFR letter issued in 2008.

Plaza Cleaners, Frankfort, IL. Project Scientist. Project scientist for the Focused Site Investigation of a dry cleaning facility under the Illinois SRP program. Characterized, delineated, and completed in-situ remediation of chlorinated solvents associated with the long time use of the facility as a dry cleaner. Focused NFR letter issued in 2009.

Roosevelt Collection Parcels, Chicago, IL. Field and Technical Support. Completed field oversight services and provided technical support for the Comprehensive Site Investigation of a multiple parcel/former industrial and manufacturing site resulting in two Comprehensive NFR letters issued in 2009 and 2010.

Callaghan Paving, Burr Ridge, IL. Project Scientist. Project scientist for the Focused Site Investigation of a former industrial facility under the Illinois SRP program. Characterized and delineated hydrocarbon soil and groundwater, provided remedial action, and technical reporting. Focused NFR letter issued in 2009.

Martin Oil, Zion, IL. Project Scientist. Project scientist for the Focused Site Investigation of a commercial property under the Illinois SRP program. Characterized, delineated, and completed in-situ remediation of petroleum hydrocarbons associated with the former use of the facility as a service station. Focused NFR letter issued in 2009.

Nevin Laboratories, Inc., Chicago, IL. Technical Writer. Completed a Focused Remediation Objectives Completion Report (RACR) for the facility resulting in a Focused NFR letter issued in 2009.

95th Street Plaza, Oak Lawn, IL. Project Scientist. Project scientist for the Focused Site Investigation of a commercial property under the Illinois SRP program. Characterized and delineated hydrocarbon soil and groundwater associated with former underground storage tanks (USTs), provided remedial action, and technical reporting. Focused NFR letter issued in 2011.

Keene Ignition & Parts Company, Chicago, IL. Project Scientist. Project scientist for the Focused Site Investigation of a former manufacturing facility under the Illinois SRP program. Characterized and delineated hydrocarbon soil and

groundwater, provided remedial action, and implemented institutional controls. Focused NFR letter issued in 2011.

Nobert Plating Company, Chicago, IL. Technical Writer. Completed a Focused RACR for the facility resulting in a Focused NFR letter issued in 2011.

Major Petroleum Clients, Illinois. Site Manager. Mr. DeMauro operates as an environmental site and task manager for multiple retail gasoline portfolios in Midwestern States. Tasks have included due diligence, site investigations, remedial activities, and completion of technical reports. Mr. DeMauro is responsible for contracting subcontractors, executing field activities and supporting client management of investigative derived waste. Responsibilities also include the generation Site Investigation Completion Reports, Corrective Action Plans, Corrective Action Completion Reports, and related proposals for submittal into the SRP and LUST Sections.

Various Major Retail Clients. Project Manager. Mr. DeMauro worked as a project manager for major retail clients and developers in addition to completing project work (field, Phase II's, reporting, etc...). He managed and oversaw a large remediation project in Louisville, KY and achieved closure/NFA for client within 3 months of UST removal and remediation.

Facilities Management Companies, Illinois. Project Manager. Mr. DeMauro worked as a project manager for a multi-phased environmental project at a nursing home facility. Mr. DeMauro was responsible for client proposals, client contact/relationships, and reporting.

PATRICK W. DUNNE, PG

Principal Hydrogeologist

FIRM

AECOM

YEARS OF EXPERIENCE

With Current Firm: 11

In Environmental Industry: 23

EDUCATION

MS, Geology, with emphasis in Hydrogeology, Colorado State University, Fort Collins, Colorado

BS, Geology and Geophysics, Yale University, New Haven, Connecticut

REGISTRATIONS

Professional Geologist, IL #196000561

AFFILIATIONS

Member, National Ground Water Association, Since 1993

Mr. Dunne is the Site Investigation Group Leader in the URS Metropolitan Chicago Office. He is a Principal Hydrogeologist, with over 23 years of environmental experience and an additional three years of experience in the related field of oil exploration geology. Mr. Dunne's current work includes project and staff management, and addressing regulatory and technical issues related to remedial actions at RCRA, CERCLA, and voluntary Clean-up Sites. He is responsible for proposal writing, cost estimating, and developing investigation and remediation strategies. His current technical responsibilities include hydrogeologic data interpretation, remedial design, and when applicable, pump test analysis and numerical groundwater flow and transport modeling. Mr. Dunne also has significant experience in formulating and applying Tier 2 and Tier 3 Remedial Objectives prescribed under the Illinois Tiered Approach to Corrective Action Objectives (TACO) for sites under the Illinois voluntary remediation, office of emergency response (OER), and RCRA programs. The following is a summary of his relevant project experience associated with State voluntary remediation programs in the Great Lakes Area.

Relevant Experience

Confidential Client Site, Chemical Manufacturing, Lemont, IL. Technical lead/Principal hydrogeologist for the voluntary environmental closure of a 5-acre former chemical manufacturing Site. Site COCs are chlorinated volatile organic compounds, benzene, ethylbenzene and metals. Developed TACO Tier 2 ROs for soil; Tier 2 and Tier 3 ROs groundwater. Site is currently enrolled in the SRP and seeking comprehensive NFR.

Alcoa/Reynolds Aluminum, McCook Metals, LLC SRP Site, McCook, IL. Project Manager/Principal hydrogeologist for the voluntary environmental closure of a 240-acre former industrial Site. Site COCs were chlorinated solvents, petroleum hydrocarbon compounds, metals, PCBs, and light non-aqueous phase liquids (LNAPL). Installed and maintained LNAPL recovery system, developed TACO Tier 2 and Tier 3 Remediation Objectives using the Equivalent Porous Media approach to model contaminant transport through bedrock, development of an approved technical impracticability endpoint to managing residual LNAPL in the subsurface using LNAPL recoverability data. To date, have received 15 individual comprehensive no further remediation (NFR) letters for redeveloped subparcels within the site remediation boundary: 8 in 2008, 2 in 2009, 2 in 2011, and 1 per year in 2012, 2013, and 2014.

CCPS Transportation LLC, Flanagan Station SRP Site, Pontiac, IL. Project Manager responsible for the voluntary environmental investigation and remediation of 155-acre historic crude oil contamination at an active pipeline pumping station. COCs are BTEX, PAHs and LNAPL. Work included regulatory notification, remedial excavation and development of Tier 2 ROs for Site. Focused (chemical-specific) Focused NFR issued October 2014.

Flint Ink SRP Site, Broadview, IL. Project Manager for the voluntary environmental closure of a 3-acre active print ink manufacturing facility. Site COCs were toluene, benzene, and metals. Developed site-specific TACO Tier 2 Remediation Objectives, secured local groundwater ordinance from the Village of Westmont to exclude site groundwater exposure pathways, and satisfied off-site notification requirements. Comprehensive NFR issued November 2013.

Jiffy Lube International Site, Chicago, IL. Project Manager for the voluntary environmental closure of a 0.26-acre former dry cleaning facility. Site COCs were tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, and vinyl chloride. Developed site-specific TACO Tier 2 Remediation Objectives. Focused (chemical-specific) Focused NFR issued December 2013.

City of Chicago DOE Printers Row SRP Site, Chicago, IL. Project Manager responsible for obtaining comprehensive NFR for 0.8-acre vacant urban parcel. COCs were PAHs and metals (arsenic, lead and mercury). Remedy included remedial excavation, barrier installation and development of Tier 2 and Tier 3 soil ROs to avoid off-site notification requirements. Site received Comprehensive NFR letter issued November 2011.

Lubrizol Inc., Noveon-McCook SRP Site, McCook, IL. Principal Hydrogeologist responsible for a Tier 3 evaluation of ethylene glycol migration in the vadose zone. Evaluation included the use of the USGS VS2DT numerical transport model to predict long term migration behavior in the vadose zone underlying the Site. Focused NFR letter June 2010.

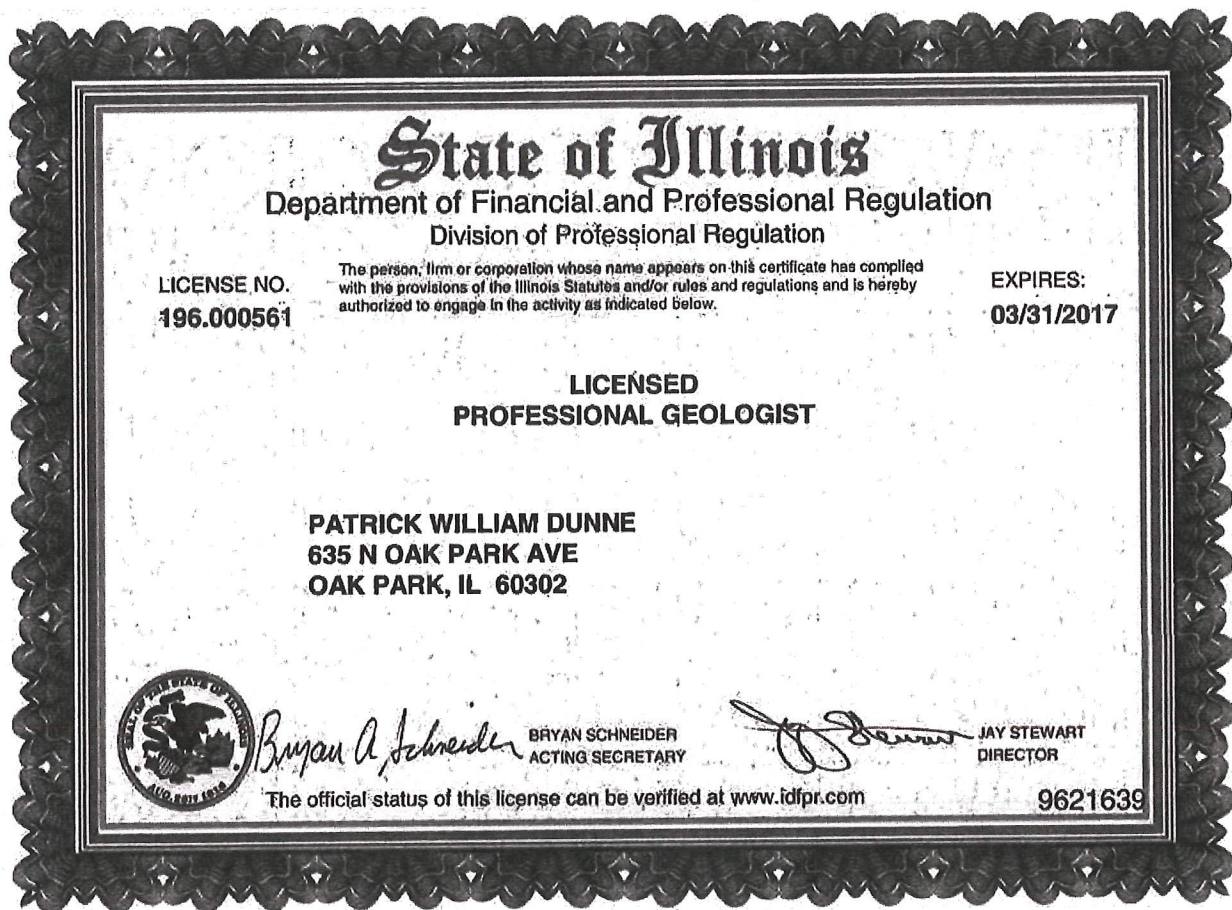
Pfizer, Inc. Old Orchard SRP Site, Skokie, IL. Project manager for the voluntary remediation of a 2-acre former petroleum distribution facility with hydrocarbon and chlorinated solvent impacts. Residual subsurface soil contamination addressed through the use of institutional controls/engineered barriers; aqueous phase chlorinated solvent impacts addressed through the installation of a permeable reactive barrier (zero valent iron) to eliminate potential for off-site migration of vinyl chloride. Site received Comprehensive NFR letter issued 2007.

Former Manufactured Gas Plant SRP Site, Oak Park, IL. Technical on-scene Project Coordinator responsible for the implementation of project execution work plans and providing oversight of Quality Assurance Staff for the excavation and disposal of approximately 180,000 tons of soil at a 2-acre former manufactured gas plant (MGP) site under the Illinois SRP. Also responsible for the generation of subcontractor RFPs and Specifications for the execution of work including granular activated carbon (GAC) air treatment systems, fabrication of an excavation enclosure to conform to site conditions, and excavation progression and sequencing of clean fill and waste staging piles. Primary remediation contractor representative in technical and regulatory discussions pertaining to work execution, odor suppression, management of generated remediation wastes, borrow source suitability, QAPP implementation, confirmatory sampling, and other issues related to the execution of MGP remediation under the Illinois SRP.

Zeman-MHC Illinois SRP Site, Park City, IL. Project manager responsible for the generation of the Comprehensive Site Investigation (CSI) Report, Remedial Objectives Report (ROR), and Remedial Action Plan (RAP) applying Tier 3 Remedial Objectives (ROs) for PCB-contaminated soils under the Illinois Voluntary State Remediation Program (SRP).

Johnson Controls, Inc., Chlorinated Solvent VRP Site, Goshen, IN. Project Manager responsible for the design, installation and 14-month operation and maintenance of a soil vapor extraction SVE system to remediate chlorinated solvent contamination in subsurface soils at an active manufacturing facility. Work included the generation of: all design drawings and material specifications, required Voluntary Remediation Program (VRP) work plan documents, and subcontractor RFPs. Coordinated the installation, long term operation and maintenance the SVE system.

Grand Haven Brass Foundry MDEQ Part 201 Site, Grand Haven, MI. Project manager for a State of Michigan Part 201 interim remedial action. Work included the investigation, delineation and remediation of lead-contaminated foundry sand used as Site backfill, and a partial decontamination/demolition of the adjoining facility areas. Hazardous soils managed through excavation, on-site stabilization to decharacterize wastes, and non-hazardous off-site disposal.



PATRICIA FEELEY, PG, CPG

Project Manager/Geologist

FIRM

EDI

YEARS OF EXPERIENCE

With Current Firm: 16

In Environmental Industry: 22

EDUCATION

MS, Earth Science, Northeastern Illinois University, 1997

BS, Psychology, University of Illinois, Champaign-Urbana, 1992

REGISTRATIONS

Professional Geologist, IL #196000898, 1998

Professional Geologist, CPG11020 AIPG, 2006

AFFILIATIONS

AIPG, National Water Well Association

Ms. Feeley has 22 years of experience in sampling and environmental consulting, including extensive experience in soil and groundwater investigations and remedial actions. She has successfully managed several Brownfield redevelopment projects and several federal multi-task projects. Ms. Feeley understands the need for sustainable development and lifecycle review to minimize waste streams and capture energy efficiencies. Ms. Feeley has conducted and reviewed hundreds of Phase I and II Environmental Site Assessments (ESAs), tank removals, remediation, asbestos inspections and abatement, and Environmental Assessments (EAs) in compliance with NEPA. Ms. Feeley has worked on several transportation projects providing Preliminary ESAs (PESAs) and Preliminary Site Investigations (PSIs) for various road and railroad projects. Ms. Feeley has provided project management for several asbestos abatement, lead-based paint abatement, and other hazardous materials abatement projects from survey and design, through construction and close-out phases. She applies quality assurance and quality control measures in planning, protocols, sampling, and reporting.

Relevant Experience

City of Chicago Department of Fleet and Facility Management (February 2002-2009), Indefinite Delivery Contract in Support of Real Estate Transactions, Chicago, IL. Environmental Project Manager or Quality Assurance Officer. EDI was awarded an indefinite delivery contract for multiple task orders in support of real estate transactions. Ms. Feeley was one of the project managers for this contract with projects ranging from Phase I and II Environmental Site Assessments (ESAs), UST removals, Remediation, and Illinois Site Remediation Program (SRP) requirements. EDI has been awarded over 20 tasks under this contract, including a USEPA granted funded Various Petroleum site investigations. Ms. Feeley provided technical oversight and QA/QC of reporting, and assistance with development of the Phase I and II ESAs for the Various Petroleum Sites. The Phase I and II ESAs were performed in accordance with USEPA Grant requirements. Ms. Feeley worked directly for the City of Chicago providing in-house consulting services, which included assistance with their Brownfields Cleanup Grant application. Ms. Feeley has worked as project manager for numerous other project sites under this contract for Phase I and II ESAs and client assistance in planning for proposed development.

Public Building Commission of Chicago (2011-2012), Douglas Park Artificial Turf Environmental Services, Chicago, IL. Ms. Feeley was the Project Manager for this contract and has successfully completed the Phase I Environmental Site Assessment, Magnetometer Survey, Test Pits and Waste Characterization sampling for the construction of the Douglas Park Artificial Turf site. Ms. Feeley worked with the development team in the design of specifications to prepare the site for park construction. EDI provided construction management oversight for soil import and export. Ms. Feeley managed the overall contract, tasks, and client communication.

Public Building Commission of Chicago (2009-2010), Dunning Library Environmental Services, Chicago, IL. Ms. Feeley was the Project Manager for this contract and has successfully completed the Phase I Environmental Site Assessment, Magnetometer Survey, Test Pits and Waste Characterization sampling for the construction of the Dunning Library site. Ms. Feeley worked with the development team in the design of specifications to prepare the green space site for

building construction and movement of the playground. EDI provided construction management oversight for soil import and export. Ms. Feeley managed the overall contract, tasks, and client communication.

Public Building Commission of Chicago (2009-2012), Edgebrook Elementary School Addition Environmental Services, Chicago, IL. Ms. Feeley was the Project Manager for this contract and has successfully completed the Phase II Environmental Site Assessment, UST removal services, and soil removal construction oversight for the construction of the school addition. Ms. Feeley worked with the development team in the design of specifications for contractor bidding. EDI conducted oversight of the UST removal activities and completed the UST Removal Report. EDI is continuing to provide construction management oversight for soil import and export of a new parking lot. Ms. Feeley managed the overall contract, tasks, and client communication.

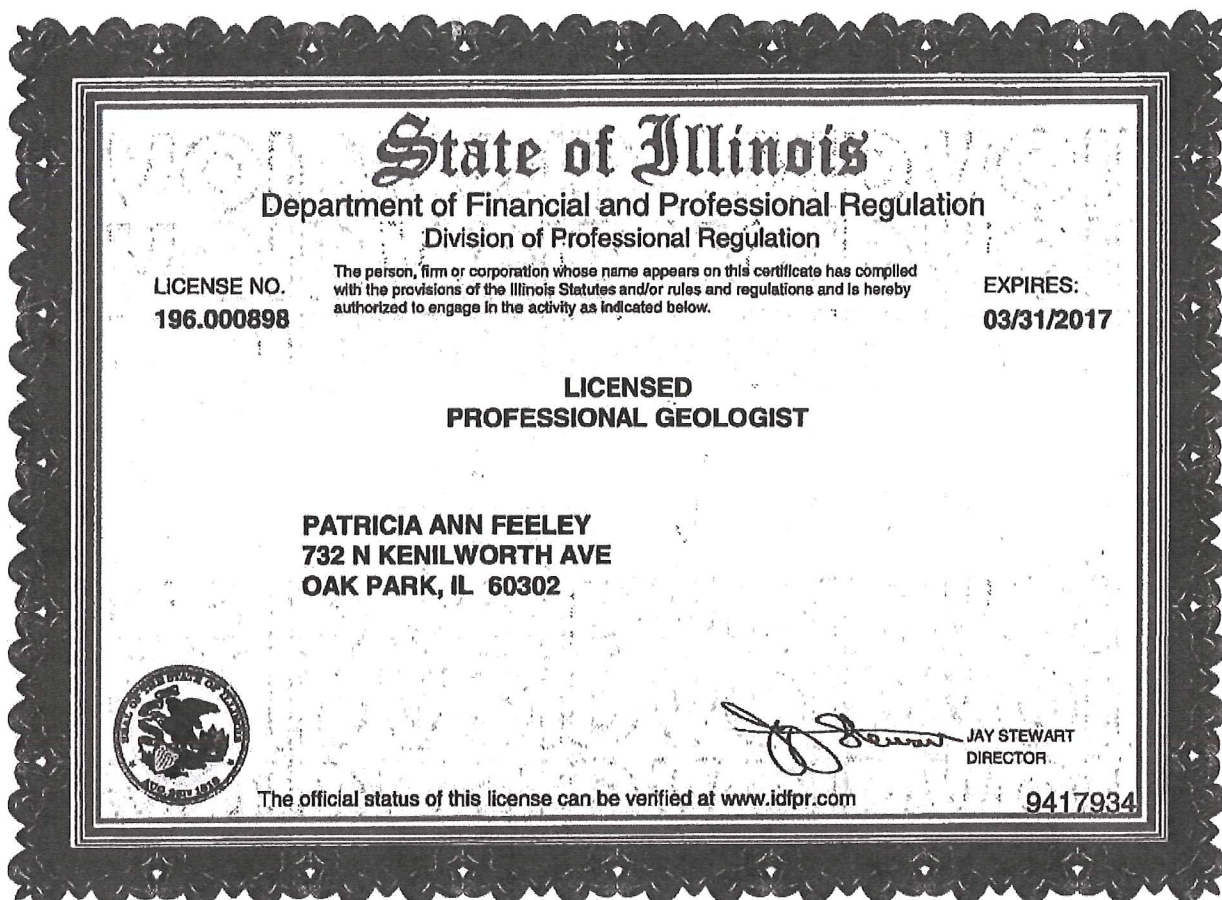
Public Building Commission of Chicago (2013-2014), Alexander Graham Bell Elementary School Addition Environmental Services, Chicago, IL. Ms. Feeley was the Project Manager for this contract and has successfully completed the Phase I Environmental Site Assessment, Magnetometer Survey, Test Pits, and soil removal construction oversight for the construction of the school addition. Ms. Feeley worked with the development team in the design of specifications for contractor bidding. Ms. Feeley also managed the interior contract for renovation and hazardous material abatement oversight for removal of asbestos containing materials (ACM) and mitigation of lead-based paint (LBP) for the interior renovation of the project. EDI provided surveys for asbestos and LBP identification, specifications for contractor bidding, and oversight for the abatement and mitigation.

Forest Preserve District of Cook County (2002 – 2013), Miscellaneous Environmental and Engineering Services, Multiple Locations throughout Cook County, IL. Ms. Feeley is the Project Manager for this contract and has successfully completed numerous task orders for Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Underground Storage Tank consulting and other environmental services. Ms. Feeley has provided field assessment, technical review oversight, and client management for Phase I ESA services on a wide range of properties, including commercial properties and undeveloped properties. Ms. Feeley has also managed the asbestos and lead-based paint surveys for buildings targeted for demolition, leading the coordination with the District to complete the asbestos surveys and provide reports within two weeks of notice to proceed on multiple sites. EDI has assessed properties less than two acres in size as well as 100+ acres in size. EDI has provided UST removal oversight

services and state reporting. EDI has provided remedial design, oversight, and reporting services in accordance with the Illinois Site Remedial Program. One remedial action consisted of in-situ use of chemical oxidation compounds and oxygen releasing compounds to reduce PAH compounds in subsurface soils. The confirmation sampling and groundwater monitoring concluded the remedial action was effective and site restoration was completed with an IEPA No Further Remediation letter issued.

New Moms Inc., Development Site, Chicago, IL. (2009-2012). Ms. Feeley was Project Manager for the client, budget, schedule, technical review of documentation and continuation of services to provide Phase II ESA & HUD compliance services in support of development planning.. She worked with the design team to prepare bidding specifications and worked on oversight of the remedial action. Ms. Feeley proposed Phase II ESA sampling that was used again for the SRP Site Investigation documentation to provide cost savings for the client. The UST removal and soil remediation was conducted as part of the construction schedule. Based on successful completion of the Phase II ESA soil sampling, identification of recognized environmental conditions, and satisfaction with EDI's services, EDI was awarded the contract for managing the site through the Illinois Site Remediation Program (SRP). The SRP documentation completed includes DRM-1 and 2 application forms, Comprehensive Site Investigation report, Remedial Action Plan, Remedial Objectives Report and Remedial Action Completion Report. New Moms has been issued the No Further Remediation letter with land use limitations. EDI also provided asbestos abatement oversight prior to building demolition.

Development Site, Chicago, IL. (2014). Ms. Feeley is Project Manager for the client, budget, schedule, technical review of documentation and continuation of services to provide Phase II ESA & Site Remediation Program (SRP) reporting. Ms. Feeley prepared SRP Site Investigation documentation, Remedial Objectives Report, and Remedial Action Plan for the redevelopment of this site including outdoor and indoor inhalation. EDI designed building control technologies (BCT) to address inhalation issues at the site. EDI also recommended in-situ soil treatment to address off-site contaminant issues. The soil remediation was conducted as part of the construction schedule and a Remedial Action completion Report will be completed to document the activities, including oversight of the BCT installation. The SRP documentation completed includes DRM-1 and 2 application forms, Comprehensive Site Investigation report, Remedial Action Plan, Remedial Objectives Report and Remedial Action Completion Report. EDI also provided asbestos survey prior to building demolition.



GALINA GEORGIEW, PG

Principal Geologist

FIRM

AECOM

YEARS OF EXPERIENCE

With Current Firm: 9

In Environmental Industry: over 20

EDUCATION

Graduate Studies Certificate in Environmental Engineering, Illinois Institute of Technology, 1994

MS in Geological Engineering, Mine-Geology Engineering Institute, 1981

BS in Geological Engineering, Mine-Geology Engineering Institute, 1979

REGISTRATIONS

Professional Geologist, IL #196001086

Professional Geologist, WI #877013

Groundwater Professional, IA #1689

AFFILIATIONS

Groundwater Association of Iowa, 2003-2014

Environmental Professionals of Iowa, 2002-2014

Association of Engineering Geologists, 1996

Ms. Georgiew has over 20 years of experience in United States in geotechnical, geologic, hydrogeologic and environmental site assessments, and remedial investigations, and 5 years in research of ore fields in the Southwest Region of Bulgaria. Knowledge in both site remediation technologies and risk based corrective action processes has led to an efficient management of projects to the benefit of the client. Ms. Georgiew is a Professional Geologist and a Groundwater Professional and has expert knowledge specific to the Illinois Environmental Protection Agency's (IEPA) and Iowa Department of Natural Resources (IDNR) Leaking Underground Storage Tank (LUST) and Site Remediation programs. Ms. Georgiew has managed all aspects of LUST projects from initial spill response and site investigation to corrective action and closure. Under the direction of Ms. Georgiew, 158 LUST remediation sites have received closure letters from the IEPA in the past 9 years. Ms. Georgiew has extensive experience with all aspects of the State of

Illinois reimbursement program which allows to complete site investigation, corrective action and regulatory reporting and to seek reimbursement for these services through the state LUST fund. Ms. Georgiew has prepared, reviewed and professionally certified hundreds of reimbursement packages for major oil clients and individual property owners.

Relevant Experience

Major Petroleum Marketers, Illinois, Iowa and Indiana.

Project Manager for large retail portfolios in IL, IN and IA at multiple Leaking Underground Storage Tanks (USTs) and Site remediation (SRP) sites. Project tasks include coordination of field activities, regulatory correspondence and Risk Based Corrective Action (RBCA) evaluations.

U.S. Air Force, Rantoul, IL. Senior Geologist. Senior Geologist/Execution Manager for Chanute Air Force Base, Rantoul, IL. Performed Environmental Baseline Survey and Risk Assessments. Within six months period able to receive administrative closures for twelve Aboveground Storage Tanks (ASTs) and USTsites. Received an approval from IEPA and USEPA for two proposed Environmental Cleanup Plans that included 58 sites with miscellaneous environmental issues. (Leaking USTs, ASTs, ammunition maintenance, training facilities and etc.)

Major Retailer, Maryland, VA. Project Manager for over 65 Phase I and 25 Phase II ESAs for land acquisition and refinancing purposes. Assessments included properties in 15 states.

Major Financial Institutions and Banks, Chicago, IL.

Project Manager for 125 Phase I and Phase II Environmental Assessments, Compliance Audits, asbestos and lead-based paint survey, radon and lead-in-drinking water testing for land acquisition and refinancing purposes. Assessments included residential, commercial, and industrial properties in the USA Midwest Region and Canada.

Major Chemical Company, Oklahoma City, OK. Assistant Project Manager for delineation of vertical and horizontal extent of radioactive contamination at two sites in the Chicago area. Responsible for directing all activities of drilling crews, as well as remediation reports preparation.

Illinois Utility Company Illinois LUST and SRP Sites.

Project Geologist in charge of assessments and closure of USTs at more than 40 sites. Included supervision of tank removal contractor, field sampling, subcontractor laboratory logistics, closure report preparation, and application for LUST Trust Fund reimbursement.

Dry Cleaning Facilities, Illinois SRP Sites. Technical project manager responsible for the generation of the ten Phase I ESAs and eight Focused Site Investigation (FSI) Reports, Remedial Objectives Reports (ROR) and Remedial Action Plans (RAP) of TCE-contaminated Sites enrolled in the Illinois Voluntary State Remediation Program (SRP).

Illinois Department of Transportation. Assistant Project Manager for Environmental Impact Studies for five proposed highway corridors. Performed Phase I ESAs, geology and water resources research. Prepared technical memorandums for each of the five proposed highway corridors. Performed also well pump and slug testing on 32 groundwater monitoring wells located within one of the proposed corridors to collect data for groundwater modeling.

No. 877

State of  Wisconsin

Department of Regulation and Licensing
Examining Board of Architects,
Landscape Architects, Professional Geologists,
Professional Engineers, Designers and Land Surveyors

Hereby certifies that

GALINA VATCHKOVA GEORGIEW

was granted a certificate of registration as a

Professional Geologist

in the State of Wisconsin in accordance with Wisconsin law
on the 11th day of April, 1996.

The authority granted herein must be renewed each biennium by the granting authority.

In witness thereof, the State of Wisconsin
Examining Board of Architects
Landscape Architects, Professional Geologists
Professional Engineers, Designers and Land Surveyors
has caused this certificate to be issued under
the seal of the Department of Regulation and Licensing Chairperson
This certificate issued this 19th day of April, 1996.



Dennis G. Brown
Secretary

LYNN GIEREK

Senior Scientist/Project Manager

FIRM

AECOM

YEARS OF EXPERIENCE

With Current Firm: 10

In Environmental Industry: 29

EDUCATION

MA, Anthropology, University of Illinois at Chicago

BA, Anthropology, University of Illinois at Chicago

Lynn Gieriek is a senior member of and a regional coordinator for AECOM's environmental due diligence (EDD) practice, and has managed and performed over 1,200 Environmental Site Assessment (ESA)/transactional due diligence assessments throughout the U.S. for over 20 years. Lynn has conducted due diligence assessments on a wide variety of property types, ranging from residential to commercial, retail complexes, industrial facilities, railroad properties, long-term health care facilities, and hospitals. As part of many of these assessments, Lynn has also performed compliance reviews, limited audits, and asbestos and lead-based paint survey and sampling programs. Lynn has a 40-Hour OSHA certification. Lynn obtained asbestos building inspector certifications and licensing in 1994 and lead-based paint certifications and licensing in 1996, and has completed numerous asbestos and lead-based paint building inspections for a variety of clients in the Midwest throughout her career. Lynn is currently licensed to conduct asbestos building inspections in Illinois, Indiana, and Iowa. Lynn also is an archaeologist and cultural resources specialist in AECOM's Impact Assessment & Permitting Practice, where she conducts cultural resources and historical evaluations, with over 28 years of experience in cultural resources projects.

Relevant Experience

Numerous Confidential Clients, Environmental Due Diligence Phase I Environmental Site Assessments, United States. Performed and managed over 1,200 Phase I Environmental Site Assessments and Environmental Transaction Screens throughout the United States on various industrial, commercial,

residential, agricultural, and railroad properties. As part of some of these assessments, Lynn has also performed compliance reviews, limited audits, and asbestos and lead-based paint survey and sampling programs. Recently, Lynn has assisted in managing large scale portfolios with U.S. and international sites.

O'Hare Modernization Project, O'Hare Airport, Chicago, Cook County, IL. Asbestos and Lead-Based Paint (LBP) and Surveys and Inspections. Perform numerous asbestos surveys and inspections and lead-based paint (LBP) surveys and inspections at O'Hare Airport on various types of buildings and structures, including airport terminals, airport maintenance facilities, and airport transit station facilities. Inspections include survey, sampling, and report preparation. Surveys are performed for pre-demolition and renovation under National Emission Standards for Hazardous Air Pollutants (NESHAPS) and applicable state and local regulations.

Chicago Department of Transportation (CDOT), Wells Street Bridge House Project, Asbestos and Lead-Based Paint Surveys of the North and South Wells Street Bridge Houses in Chicago, Cook County, IL. Performed LBP and asbestos surveys at the North and South Wells Street Bridge Houses as a precursor to renovation/demolition, including survey, sampling, and report preparation.

Cook County Highway Department, Lead-Based Paint Survey, La Grange Park, Cook County, IL. Performed LBP survey and inspection of Garage/Storage Building, including survey, sampling, and report preparation.

Illinois Department of Transportation, Chicago Transit Authority (CTA), Circle Interchange Project, Chicago, Cook County, IL. Performed LBP survey at the Peoria Street Blue Line CTA Station as a precursor to renovation/demolition, including survey, sampling, and report preparation.

U.S. Coast Guard (USCG), Wilmette Harbor Station, Bulkhead Replacement Project, Wilmette, Cook County, IL. Performed LBP survey at the USCG Wilmette Harbor Station as a precursor to renovation/demolition and bulkhead replacement, including survey, sampling, and report preparation.

Canadian National Railroad, Numerous Locations and Projects, Illinois and Iowa. Performed asbestos surveys and inspections of numerous buildings in yards and

along mainlines, including survey, sampling, and report preparation. Surveys are performed for pre-demolition and renovation under National Emission Standards for Hazardous Air Pollutants (NESHAPS) and applicable state and local regulations.

Numerous Confidential Commercial Clients, Asbestos Building Inspections, Illinois, Indiana, and Iowa.

Performed over 150 Asbestos Building Inspections in Illinois on various commercial, residential, and industrial properties, including pre-demolition and renovation National Emission Standards for Hazardous Air Pollutants (NESHAPS) surveys. Inspections include survey, sampling, and report preparation. Also performed limited sampling in other Midwestern States.

Numerous Confidential Clients, Lead-Based Paint (LBP) Building Inspections, IL. Performed over 70 LBP Building Inspections in Illinois on various commercial, residential, and industrial properties. Inspections include survey, sampling, and report preparation. Also performed limited sampling in other Midwestern States.

Confidential Client, Environmental Audit, Building Restoration (Fire/Water Damage) Services, CO.

Performed an annual environmental audit for a building restoration (fire/water damage) services company at their facility and on job sites in the Denver, Colorado area, including conducting on-site inspections, interviews, document reviews, and attending opening and closing briefings with the facility staff.

Confidential Client, Environmental, Safety, & Health (ES&H) Audits, Automotive Parts Manufacturing Facilities, MI. Performed ES&H audits for an automotive parts manufacturer at two of their facilities in Michigan, including conducting on-site inspections, interviews, document reviews, and attending opening and closing briefings with the facility staff.

Cultural Resources Assessments, Various Confidential Clients, U.S. Managed cultural resources assessments for clients prior to construction and pursuant to the National Historic Preservation Act, as Amended (Section 106) and applicable state laws and regulations. Responsibilities include field work, research, overall project management, SHPO and tribal consultations, management of cultural resources subcontractors, data evaluation, and report preparation.

MATTHEW D. HILDRETH, PG

Project Manager

FIRM

AECOM

YEARS OF EXPERIENCE

With Current Firm: 11

In Environmental Industry: 14

EDUCATION

MS, Quaternary Geology, University of Wisconsin, Madison

BS, Geology (English minor), Saint Norbert College

REGISTRATIONS

Professional Geologist, IL #196001234, 2008

AFFILIATIONS

American Institute of Professional Geologists, Illinois Chapter

Mr. Hildreth's professional experience includes project management, field data acquisition, technical writing, and reporting to clients and state and local agencies on a variety of environmental projects. Mr. Hildreth has served as project manager and direct client contact for site investigations and remediation actions at sites enrolled in the Illinois Site Remediation Program and Leaking Underground Storage Tanks program, Phase I and Phase II environmental assessments, brownfield redevelopment; grant administration, and storm water pollution prevention projects for commercial, municipal, and transportation clients. He also has experience performing and analyzing slug tests to measure groundwater hydraulic conductivity, working with technical teams to assess LNAPL distribution and mobility at contaminated sites, designing and implementing both soil and groundwater sampling programs using a variety of pumps, soil coring, drilling rigs, and other sampling devices; and evaluating site stratigraphy to develop conceptual site models.

Relevant Experience

Exelon, Site Remediation Program Investigation and Reporting, Chicago, IL. Project Manager for site investigation, program enrollment, and reporting for a former electrical substation site in Chicago. Evaluated

existing Phase I and Phase II ESA results, planned and oversaw additional soil and groundwater investigation to meet requirements for Comprehensive, residential end-use SRP closure. Coordinated field investigation so that it could be safely completed while demolition activity was occurring to meet client's schedule needs. Prepared CSIR/ROR/RAP summarizing investigation results and proposing remediation approach to meet client's goals for future site use, including the application of statistical averaging to address soil ingestion risk and the development of Tier 2 Remediation Objectives for the Soil Inhalation exposure route. Planned and directed remedial soil excavation and confirmation sampling to meet remediation objectives. The CSIR/ROR/RAP was approved by IEPA in 2014, and the RACR was substantially approved in April 2015. Comprehensive NFR for residential use expected by June 2015.

Housing Opportunity Means Empowerment III, Inc., Site Remediation Program Investigation and Remediation, Chicago, IL. Project manager to a not-for-profit organization using HUD grant funds to redevelop a vacant property on Chicago's west side as a senior housing facility. Provided consulting services following the discovery of two unregistered diesel underground storage tanks (USTs) at the site, and proceeding through a geophysical survey, UST removal, site investigation, and remedial excavation of the impacted area. The remediation was performed with close communication among AECOM, HUD's environmental officers, and the site's general contractor in order to meet the rigorous requirements of the grant program's provisions concerning environmental contamination and minimize interference and delays to the ongoing site construction activity. A Comprehensive No Further Remediation letter for Residential end use was issued to our client in summer 2014.

City of Chicago, Department of Fleet and Facility Management (2FM) Bureau of Environmental, Health, and Safety Management (EHSM), Environmental Consulting Support for Real Estate Transactions, Chicago, IL. Project manager and technical contributor providing environmental consulting assistance to 2FM EHSM staff as needed on a variety of tasks to support potential real estate transactions. Reviewed environmental reports prepared by other consultants, prepared high-level summaries of existing environmental information, prepared detailed cost estimates, assisted with the preparation of Task Order Request scopes, prepared a Remedial Action Plan, and served as an advisor to 2FM staff on matters related to the Illinois Site Remediation Program, impacted soil management related to redevelopment activities, and provided staff to assist with construction management on the City's behalf.

Village of Glen Ellyn, Illinois SRP Data Review and Reporting, Glen Ellyn, IL. Project manager for evaluation of existing investigation and remediation data of a gasoline and waste oil underground storage tank (UST) release at a Village-owned property. Reviewed existing data, discussed regulatory options with our client and IEPA staff, and agreed to address the incident through the Site Remediation Program (SRP). Completed SRP reporting using existing data, including the development of Tier 2 Remediation Objectives and the use of groundwater fate and transport modeling to evaluate compliance with the proposed ROs. The site received a Focused NFR letter in 2013.

Smith Senior Center, Site Remediation Program Investigation, Remediation, and Reporting, Chicago, IL. Project manager for Phase I ESA, Phase II ESA, and Site Remediation Program reporting for a 1-acre site on Chicago's south side, for a client seeking to redevelop the site with a senior citizen living facility funded partly by a grant from HUD. The site was impacted by historical fill and an unregistered heating oil underground storage tank. Following completion of the Phase II ESA, enrolled the site in the Illinois voluntary Site Remediation Program, planned and managed additional soil sampling to be sure all SRP investigation requirements had been fulfilled, and completed a combined comprehensive site investigation report, remediation objectives report, and remedial action plan (CSIR/ROR/RAP). This report was quickly reviewed by IEPA and the investigation, remediation objectives, and remedial approach were approved by the IEPA within one week of submitting the report to the state. The RAP was crafted to satisfy both the requirements of the Illinois SRP and the applicable HUD grant program, and the entire report was submitted and approved well ahead of a strict HUD deadline. Oversaw and directed remedial excavation work at the site and wrote Remedial Action Completion Report (RACR). A residential end-use NFR was granted to the site following the submission of the RACR.

Chicago Housing Authority, Remediation Oversight and Illinois SRP Reporting, Chicago, IL. Project manager for remediation oversight and reporting at 16-city-block housing construction site. Coordinated field staff, communicated with client, and managed project budget over months of oversight work. Also completed remedial action completion reports (RACRs) for each zone to obtain regulatory site closure through the Illinois Site Remediation Program (SRP). The site was divided into several no further remediation (NFR) zones so completion and submittal of the remedial action completion reports (RACRs) could be performed as construction proceeds. To date, AECOM has provided remediation oversight and RACR preparation and submittal for 13 NFR zones, all of which have promptly received NFRs from IEPA.

Confidential Client, Phase I ESAs, Site Remediation Program Investigation Work Plan Preparation, Surface Water and Sediment Investigation, Seneca, IL. Project Manager for due diligence, review of prior data and SRP Work Plan preparation, and investigation and reporting of

wastewater treatment ponds sediment and surface water at a several-hundred-acre former explosives manufacturing facility in north-central Illinois. Collaborated with other environmental consultants, the client, and a team of technical experts at AECOM to evaluate the results of prior investigations of a large, former explosives manufacturing site, and design a soil, sediment, and surface water investigation of buffer areas surrounding the former main use areas of the facility. Included sampling and assessment of pond sediment and surface water, and the preparation of a ponds area report that evaluated fate and transport of contaminants in the ponds system that discharges to the adjacent Illinois River. The SRP Work Plan was approved by IEPA.

Class 1 Railroad Company, IEPA Site Remediation Program and Spill Response Program Sites, Homewood and Chicago, IL. Project manager for remedial action at three railroad diesel spill sites in the Chicago area. Evaluated existing investigation results and site histories and proposed next steps toward incident/site closure. Performed additional delineation and free product removal at one site, including subcontractor coordination, placement of soil borings, and installation of five monitoring wells at site. Planned and oversaw remedial excavation along railroad right of way to remove residual-impacted soil at another site. Proposed and executed plan to install, operate, and maintain solar-powered, single-well free product recovery system at third site. Conducted quantitative LNAPL mobility assessment at one site, including the successful proposal of Tier 3 Remediation Objectives for LNAPL recovery based thereon. In each case, worked with railroad client and IEPA to determine course of action that best fit client goals for the site while fulfilling IEPA requirements. Obtained no further action determinations (or equivalent) for all three sites.

ArcelorMittal Steel, Site Remediation Program Investigation and Remedial Action Plan Preparation, Oakbrook Terrace, IL. Technical project manager for site investigation and SRP reporting to prepare a 7-acre property for residential development. The property has been enrolled in the Illinois Environmental Protection Agency (IEPA) Site Remediation Program. Oversaw completion of a comprehensive site investigation and remediation objectives report (CSIR/ROR), as well as a remedial action plan (RAP), all of which have been approved by the IEPA. Because of the development planned for the site, remedial objectives have to meet residential standards. Noteworthy components of the approved ROR and RAP include successful demonstration that site groundwater should be considered Class II; determination of a beneficial site-specific fractional organic carbon content of native soil at the site; development of Tier 2, site-specific soil remediation objectives for the soil component of the groundwater ingestion exposure route; and approval of an alternate engineered barrier, which consists of one foot of clean soil over a non-woven geotextile fabric. This project has required close and timely collaboration with the site owner, the site developer, and engineer, as well as officials from Oakbrook Terrace and the IEPA.





MATTHEW LAUB

Project Manager

FIRM

AECOM

YEARS OF EXPERIENCE

With Current Firm: 10

In Environmental Industry: 15

EDUCATION

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

Mr. Laub has 15 years of environmental consulting experience with primary involvement focusing on site characterization and remediation activities to include project management, remedial construction management, geologic and hydrogeologic investigations, and various related field activities. Mr. Laub primarily works with railroad and oil and gas clients and has extensive experience working on sites impacted with light non-aqueous phase liquid (LNAPL). His primary regulatory experience is with Illinois; however he also has familiarity with Indiana, Michigan, and Ohio environmental regulations.

Relevant Experience

Class 1 Railroad, Active Rail Yard Site Closure, IL. Project manager for an active rail facility impacted with volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs) and light non-aqueous phase liquid (LNAPL). The site is currently enrolled in the Illinois Environmental Protection Agency (IEPA) site remediation program. Investigation activities began in 1999. A focused site investigation report (FSIR) was originally submitted in 1999 with addendums in 2003 and 2008. Investigation activities were completed in 2013 and included soil borings, monitoring well installation, groundwater sampling and soil gas sampling. A final FSIR and remedial objectives report (ROR) are pending. A human health risk assessment (HHRA) is also pending to assess potential risks due to elevated PNAs in surface soil. An LNAPL mobility study was completed in 2012. The mobility study included a fuel fluorescence (UVOST) investigation, petrophysical analysis of frozen cores, and transmissivity testing. A

LNAPL Distribution and Recoverability Model (LDRM) was completed which found that the LNAPL was impractical to recover and not transmissive. The mobility study was approved by IEPA in early 2013.

Class 1 Railroad, Active Rail Yard Site Closure, IL. Project manager for a former service station property acquired during facility expansion that is impacted with light non-aqueous phase liquid (LNAPL). Investigation activities are currently underway to determine extent and magnitude of impacts, and include soil sampling, groundwater sampling, slug testing, transmissivity testing, and petrophysical analysis. A focused site investigation report will be prepared upon completion of investigation activities and the site will be enrolled in the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP).

Class 1 Railroad, Active Rail Yard Site Closure, IL. Project team member assisting the AECOM and client project managers with site strategy and document review. Providing regulatory assistance as it relates to the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP) and Leaking Underground Storage Tank (LUST) program. Completed data gap analysis and deliverable review.

Class 1 Railroad, Underground Storage Tank Closure, IL. Project manager for closure of an underground storage tank (UST) site related to a property transfer. Managed the completion of field activities including UST removal and confirmation soil and groundwater sampling. Completed reporting requirements and closed the site via a no further remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA) Leaking Underground Storage Tank (LUST) Division.

Class 1 Railroad, Active Rail Yard Site Closure, MI. Project manager at an active rail facility impacted with volatile organic compounds (VOCs) polynuclear aromatic hydrocarbons (PNAs) and light non-aqueous phase liquid (LNAPL). The site is regulated by the Michigan Department of Environmental Quality (MDEQ) is currently under interim remedial action with includes operation of a groundwater recovery trench, groundwater sampling and gauging. A conceptual site model is currently under development which includes soil, groundwater and soil gas investigations to fill existing data gaps. LNAPL physical properties (including petrophysical analysis of frozen soil cores, LNAPL sampling and transmissivity tests) are being

assessed to determine if continued interim remedial actions are necessary. The goal of the CSM development is to utilize a weight of evidence approach to acquire a no further action (NFA) letter from the MDEQ.

Class 1 Railroad, Active Rail Yard Site Closure, IN.

Project manager for an active rail facility impacted with volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs) and light non-aqueous phase liquid (LNAPL). Investigation activities have included soil, groundwater sampling and hydraulic conductivity testing. An LNAPL mobility study was completed in 2012 which included transmissivity testing and frozen core collection for analysis of LNAPL physical properties. This site is currently in the process of enrolling in the Indiana Department of Environmental Management (IDEM) Voluntary Remediation Program (VRP). Planned activities include a fuel fluorescence (UVOST) investigation and an off-site soil and groundwater investigation.

Class 1 Railroad, Active Rail Yard Site Closure,

OH. Project manager for an active rail facility impacted with light non-aqueous phase liquid (LNAPL). Previous investigation activities included monitoring well installation and completion of an LNAPL mobility study. The LNAPL mobility study included a fuel fluorescence (UVOST) investigation, collection of frozen soil cores for petrophysical analysis and transmissivity testing. Current actions include interim remedial measures (LNAPL recovery and outfall maintenance) to manage observed sheen in a stormwater outfall. The site was enrolled in the Ohio Environmental Protection Agency (OEPA) Voluntary Action Program (VAP) in 2013. A VAP Phase I has been completed and approved by OEPA. A VAP Phase II work plan is currently being prepared.

Class 1 Railroad, Active Rail Yard, MI. Task manager on free-phase petroleum hydrocarbon impacted site. Completed fuel fluorescence detection (UVOST) boring investigation to determine extent and magnitude of hydrocarbon impacts. Completed soil borings, installed monitoring wells, collected groundwater samples and completed hydrocarbon bail-down tests. Developed a conceptual site model (CSM) and generated a 3-D visualization. Completed data analysis and reporting.

Smiths Group USA, John Crane - Site Remediation, Vandalia, IL. Project team member assisting with the preparation of a conceptual site model (CSM) for a site enrolled in the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP) impacted with chlorinated volatile organic compounds (CVOCs). The CSM incorporated geology, hydrogeology, and chemistry. Reviewed previously prepared boring logs and cross sections, groundwater elevation data, and analytical data. Incorporated these features in an EVS 3-D model

for visualization and presentation to the IEPA SRP manager. Visualization included geologic features and both groundwater levels and contaminant plumes animated over time. Continuing to assist with analytical data review, potentiometric surface generation, and reporting.

BP, Lynwood Illinois Pipeline Release, Lynwood, IL.

Geologist and operations & maintenance manager for the pipeline release site. As geologist installed monitoring wells and collected soil and groundwater samples. Conducted LNAPL gauging and transmissivity testing. Assisted with the preparation of a focused site investigation report (FSIR) and remedial objectives report (ROR) which included data analysis, reporting, tier 2 groundwater modeling, and figure preparation using ArcMap GIS. Performed the operations and maintenance of a soil vapor extraction system. Performed regular maintenance activities and system upkeep. Assisted in complete system overhaul and rebuild. Performed data collection and interpretation to maximize system performance. Managed and performed mobile vacuum enhanced fluid recovery events on groundwater wells.

BASF, Facility Decommissioning, Batavia, IL. Completed a limited Phase II environmental site assessment for activities relating to the closure and sale of a former paints and coatings facility. Completed soil borings and monitoring well installation onsite with the subsequent sampling of soil and groundwater. Prepared a letter report with applicable Illinois Environmental Protection Agency (IEPA) tiered approach to corrective action objectives (TACO) comparisons.

Federal Signal, Active Facility Baseline Investigation, University Park, IL. Completed a limited Phase II environmental site assessment. Tasks included concrete coring, soil boring completion, and soil sample collection inside the University Park facility. Prepared report with tiered approach to corrective action objectives (TACO) value comparisons and provided client with possible "path forward" scenarios.

Prairie State Generating Company, Baseline Environmental Assessment, Madison and St. Clair Counties, IL. Assisted with baseline environmental assessment for proposed coal combustion by-product storage facility. Site was located in former open pit coal mine. Project preparation tasks included work plan and standard operating procedure preparation; subcontractor RFP preparation, bid review, and selection, data analysis and final report preparation. Field tasks included: hollow stem auger soil borings, monitoring well installation (shallow and bedrock), NX bedrock coring, rotosonic borings, soil sampling, monitoring well development, groundwater sampling, and slug testing.



MATTHEW MESARCH, PE, PhD

Senior Engineer

FIRM

AECOM

YEARS OF EXPERIENCE

With Current Firm: 10

In Environmental Industry: 15

EDUCATION

PhD, Civil Engineering, Purdue University, 2000

MS, Civil Engineering, Purdue University, 1995

BS, Civil Engineering, Purdue University, 1993

REGISTRATIONS

Professional Engineer, IL #62058364

Dr. Mesarch has over 14 years of environmental consulting experience primarily related to site investigation and remediation. This includes extensive experience working on projects in programs regulated by the Illinois Environmental Protection Agency (IEPA) including the Site Remediation Program (SRP) and the Leaking Underground Storage Tank (LUST) program. Dr. Mesarch has experience in preparing IEPA groundwater management zone (GMZ) requests. He has designed and managed soil, soil gas, air, and groundwater investigations for projects enrolled in IEPA-regulated programs. Dr. Mesarch has received No Further Remediation (NFR) letters for several projects enrolled in the SRP and LUST program. Dr. Mesarch has worked on several projects under United States Environmental Protection Agency (USEPA) guidance, including two Superfund projects in USEPA Region V. He assisted in preparing a 5-year facility review plan, prepared numerous monthly and annual status reports, and acted as an advocate of the client in meetings with the USEPA. Dr. Mesarch is experienced in working with a variety of remediation techniques including bioremediation, monitored natural attenuation (MNA), in situ chemical oxidation (ISCO), and in situ soil vapor extraction (SVE). He is currently the co-leader of the Bioremediation Technical Practice Network (TPN) for AECOM. His bioremediation experience includes designing pilot-scale and full-scale implementation of enhanced reductive dechlorination (ERD) of a tetrachloroethene (PCE)-impacted site in central Indiana, and full-scale implementation of ERD at a

PCE-impacted site in southwestern Illinois. Dr. Mesarch's ISCO experience includes conducting a pilot-scale treatability study which resulted in full-scale implementation of ISCO application at a Superfund site in northwest Indiana. He was the field manager for the injection of over 350,000 gallons Modified Fenton's Reagent and subsequent performance monitoring.

Relevant Experience

Confidential Manufacturing Facility, Remedial Action Plan Design and Implementation, Wheaton, IL.

Project manager for site remediation at a former plastics manufacturing facility. The site was enrolled in the Illinois SRP due to soil impacts associated with chlorinated volatile organic compounds (VOCs). Designed an engineered barrier using a Tier III approach using Illinois tiered approach to corrective action objectives (TACO) guidelines to eliminate the inhalation exposure route pathway. Managed monitoring well abandonment, excavation of VOC-impacted soil, and engineered barrier construction. The project received an NFR letter.

Chevron, Northfield, IL. Project engineer who analyzed groundwater data and conducted groundwater modeling using IEPA-approved models for a project enrolled in the SRP. Used the results of these analyses to demonstrate that affected groundwater would not migrate past the client's property line. Used groundwater analysis and modeling as justification for requesting an NFR letter. The project received an NFR letter.

Confidential Automotive Parts Manufacturing Facility, Site Investigation and Remediation, Lisle, IL. Project engineer for emergency response, site investigation, and site remediation at an active facility. Separate releases of diesel fuel and unleaded gasoline resulted in portions of the site being regulated under the SRP and the leaking underground storage tank (LUST) program. Managed a phased site investigation and installation of free product recovery wells. Coordinated waste disposal, managed project budgets and timelines, managed field staff, and communicated project objectives with local municipal leaders. Prepared reimbursement packages to recover over \$430,000 for the client for work performed under the LUST program. Received an NFR letter for the LUST incident. Ongoing project activities include pursuit on an NFR letter for the SRP portion of the project.

Parker Hannifin Corporation, Site Investigation, Elk Grove Village, IL. Project engineer and task manager for site investigation at an active manufacturing facility. Enrolled site in the SRP and managed a groundwater investigation. Wrote a report combining site investigation, remediation objectives evaluation, and remedial action completion to fast track the site through the SRP process. The Illinois Environmental Protection Agency accepted the report and issued an NFR letter for the site.

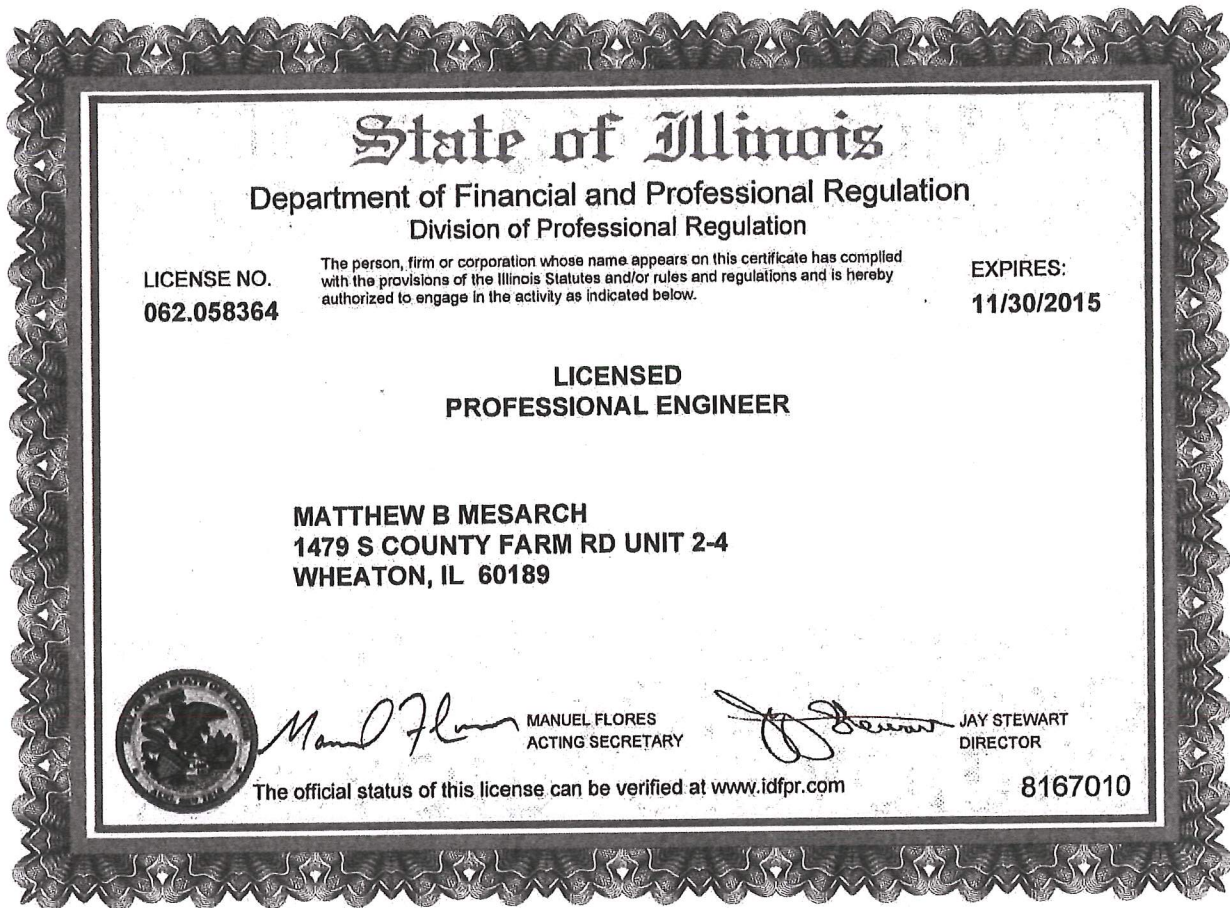
Confidential Former Electronics Manufacturing Facility, Site Investigation and Closure Strategy, Genoa, IL. Project engineer responsible for evaluating over 20 years of soil and groundwater data at a former manufacturing facility enrolled in the SRP. Designed a remedial approach that relied upon institutional controls to achieve site closure.

Smiths Group, John Crane - GW Invest. - 2015, Vandalia, IL. Project engineer and manager for site investigation at an active manufacturing facility enrolled in the SRP. Evaluated historical soil and groundwater data. Prepared work plans to investigate groundwater, soil, and soil gas. Currently revising a combined Focused Site Investigation Report - Remedial Objectives Report - Remedial Action Plan (FSI-ROR-RAP) for the site. Project is ongoing.

City of Chicago, Chicago 2FM EHSM Support, Chicago, IL. Project engineer who conducted environmental consulting services for the City of Chicago. Reviewed Phase I and Phase II Environmental Site Assessments (ESAs) and SRP reports for accuracy. Assessed redevelopment plans for potential environmental implications, evaluated environmental risk for properties, and evaluated data for compliance with IEPA SRP regulations.

Xylem Inc., Site Investigation and Remediation, Morton Grove, IL. Project engineer for site investigation and remediation at an active manufacturing facility enrolled in the SRP. Designed a soil and groundwater investigation to complete the delineation of affected soil and groundwater. Designed an interim remedial measures plan to excavate soil containing high concentrations of chlorinated solvents and a concrete sump. Currently in process of preparing an FSI document. Project is ongoing.

Textron Inc., LUST Program Review, Rockford, IL. Project manager responsible for ongoing evaluation of a LUST incident dating back to 1990. Reviewed historical files and data, prepared work plans, and conducted an investigation to delineate the extent of affected soil and groundwater. Currently preparing a combined Site Investigation Completion Report (SICR) and Corrective Action Plan (CAP) to propose remediation for a limited area of the site.



HILARY TAGHAP

Geologist

FIRM

AECOM

YEARS OF EXPERIENCE

With Current Firm: 4

In Environmental Industry: 8

EDUCATION

MS, Environmental Science, University of Arizona, Tucson

BS, Environmental Geology, University of Dayton, Dayton

Ms. Taghap's professional experience includes Phase I and II Environmental Assessments, field data acquisition and technical writing. Ms. Taghap has collaborated with project managers and field personnel to meet reporting requirements for sites enrolled in a variety of programs including Superfund and the Illinois Site Remediation Program (SRP) as well as permitted municipal solid waste and non-hazardous waste landfill facilities. Ms. Taghap is proficient in excel and cost modeling software that uses Monte Carlo statistical analysis to estimate environmental liability costs associated with remediation.

Relevant Experience

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

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

Housing Opportunity Means Empowerment III, Inc., Site Remediation Program Investigation and Remediation, Chicago, IL. Provided direction and oversight for subsurface investigation and remedial activities. Assisted in the preparation of ROR/RAP/RACR.

Major Oil Company, Superfund Landfill, Former Chemical Plant, IL. Provides technical support for post-closure operations and maintenance (O&M) activities associated with a Superfund landfill associated with a former chemical manufacturing facility. The landfill contains an engineered cap and a leachate collection system that transfers water to a 1.5-mile long conveyance system, which discharges to the publicly-owned treatment works. The O&M activities include semiannual groundwater monitoring and site inspections, system performance inspections and repairs, responding to system alarms, and other routine activities. The project also includes communication with the Illinois Environmental Protection Agency and the development and implementation of work plans for special projects that arise.

Nicor Gas, Former Manufactured Gas Plant Sites, Environmental Liability Cost Modeling, IL. Assists in the preparation of an environmental liability cost estimate report using software that uses Monte Carlo statistical analysis to estimate environmental liability costs associated with remediation. Participates in the semiannual kick-off meetings, which include discussions of progress or changes to remedial approaches, and uses this information to construct or modify the site cost models. Maintains detailed notes to clearly explain the basis for the model inputs and document changes that have been made to updated cost models.

BFI Services Group, Mallard Lake Corrective Action Plan Implementation, Hanover Park, IL. Provides QA/QC of monitoring data collected weekly. Prepares reports quarterly which summarize monitoring data for each quarter and identifies data trends.

EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT A
LEGAL ACTION

Firm Name: AECOM Technical Services, Inc.

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

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	X
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?	X	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed_____.	X	<input type="checkbox"/>
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	X	<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?	X	<input 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"/>	X
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	X
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"/>	X
Has the firm or venture ever failed to complete any work awarded to it?	X	<input type="checkbox"/>

AECOM Technical Services, Inc.'s response to Exhibit A Legal Action

AECOM Technical Services, Inc. (hereinafter referred to as "ATS") provides the following response with respect to the questions presented in Exhibit A, Legal Action noted below:

1. **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?**
 - *ATS is a large design, engineering, planning and related professional services company that executes thousands of projects annually. As with any large service company, from time to time, ATS is involved in claims, litigation and arbitration proceedings. However, we strive to avoid litigation and have a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution. None of our current litigation could reasonably be expected to have a material adverse effect on ATS or its ability to perform under the Contract contemplated by the proposal.*
2. **If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.**
 - *See response to item #1 above for explanation. The dollar amounts cannot be provided at this time as the company does not specifically track the information requested.*
3. **Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?**
 - *See response to item #1 above.*
4. **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?**
 - *It is possible that one of ATS's officers was an officer, partner or owner of another firm when it failed to complete a contract. However, the company does not specifically track this information and is not aware of any specific instance.*
5. **Has the firm or venture ever failed to complete any work awarded to it?**
 - *See response to item #1 above. Additionally please note that from time to time, occasions arise when ATS does not complete the performance of an awarded contract. For example, such situations include (i) where a client is unsuccessful in securing the funding necessary to start or continue a project, (ii) where a client terminates a contract for convenience, (iii) where ATS ceases performance for nonpayment or other breach of contract in accordance with contract terms or (iv) for default*

EXHIBIT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

The undersigned Denise Casalino, as Senior Vice President
Name Title

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

1. Name of Firm: AECOM Technical Services, Inc.
2. Address: 303 E. Wacker Drive, Suite 1400, Chicago, IL 60601
3. Telephone: 312-373-7700 Fax: 312-373-6800
4. FEIN: 95-2661922 SSN: N/A
5. Nature of transaction (check the appropriate box):

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

6. Disclosure of Ownership Interests
Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture

- ☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Not-for-profit Corporation
☐ Other: _____

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: California
2. Authorized to conduct business in the State of Illinois: ☒ Yes ☐ No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
See Attached List	

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

Name	Address	Ownership Interest Percentage
The Earth Technology Corporation (USA)	515 S. Flower Street, Suite 1050, Los Angeles, CA 90071	100%

5. LLC's ONLY, indicate management type and name:
☐ Member-managed
☐ Manager-managed
Name: _____
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
☒ Yes
☐ No

If "yes" 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.

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

1. 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	Ownership Interest Percentage

SOLE PROPRIETORSHIP

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: ☐ Yes ☐ No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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(s) of Principal(s)

3. 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 exercised

Name	Address

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

EXHIBIT B
DISCLOSURE AFFIDAVIT

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

C. STATE TAX DELINQUENCIES

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

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

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

D. OTHER TAXES/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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.

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 Restriction⁵; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

AECOM Technical Services, Inc. is unable to verify this certification at this time.

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.

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.

EXHIBIT B
DISCLOSURE AFFIDAVIT

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

Denise Casalino

Name of Authorized Officer (Print or Type)

Senior Vice President

Title

312-373-6563

Telephone Number

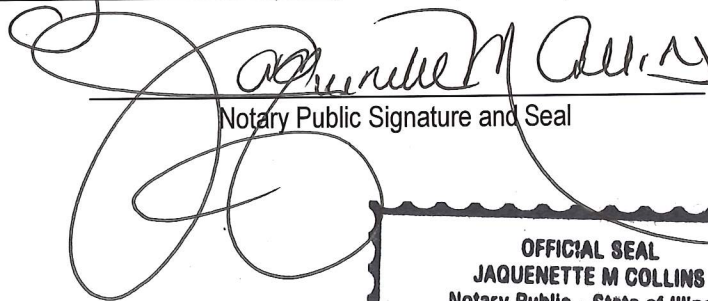
State of IL

County of Cook

Signed and sworn to before me on this 8 day of Feb, 20 16 By

DENISE M CASALINO (Name) as Senior Vice President (Title) of

AECOM Technical Services, Inc (Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal



EXHIBIT B DISCLOSURE AFFIDAVIT

AECOM Technical Services, Inc.

This disclosure is made in reference to the Exhibit B Disclosure Affidavit included in the Master Services Agreement for Geotechnical Engineering Services (TBD), PS2062 between the Public Building Commission of Chicago and AECOM Technical Services, Inc. (hereinafter referred to as "ATS") asking about terminations for cause of public transactions and environmental compliance. The subject sections of the disclosure and ATS' information provided in response are presented below.

CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

ATS Response

AECOM Technical Services, Inc. ("ATS") is a large professional services company that executes thousands of projects annually. As with any large service company, from time to time, ATS is involved in claims and litigation. However, we strive to avoid litigation and have a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution. None of our current disputes could reasonably be expected to have a material adverse effect on ATS or its ability to perform under any contract contemplated by this submittal. For the sake of full disclosure, we wish to inform you about terminations for default ATS Technical Services, Inc. had within the last three years:

- In November of 2012, ATS Technical Services, Inc. received a notice from the City of Sarasota, Florida, notifying ATS that it has terminated its contract with ATS for the design of a sewer lift station for default. ATS Technical Services, Inc. disagrees with the termination. The City of Sarasota ultimately filed suit. ATS Technical Services, Inc. is vigorously defending the City's claims and the matter remains pending.

EXHIBIT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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 Michael R. Kolloway Senior Corporate Vice President and Assistant General Counsel

Name

Title

and on behalf of AECOM (f/k/a AECOM Technology Corporation) as Contractor's Parent Entity

("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: AECOM (f/k/a AECOM Technology Corporation) as Contractor's Parent Entity
2. Address: 1999 Avenue of the Stars, Ste 2600 Los Angeles, CA 90067
3. Telephone: 312-373-7700 Fax: 312-373-6800
4. FEIN: 61-1088522 SSN: N/A
5. Nature of transaction (check the appropriate box):
- ☐ Sale or purchase of land
- ☐ Construction Contract
- ☒ Professional Services Agreement
- ☐ Other _____

6. Disclosure of Ownership Interests
- Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- ☒ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Joint Venture

- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Not-for-profit Corporation
- ☐ Other: _____

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Delaware
2. Authorized to conduct business in the State of Illinois: ☐ Yes ☒ No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
See Attached List	

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

Name	Address	Ownership Interest Percentage
None		

5. LLC's ONLY, indicate management type and name:
☐ Member-managed
☐ Manager-managed
Name: _____
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
☐ Yes
☒ No

If "yes" 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.

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

1. 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	Ownership Interest Percentage

SOLE PROPRIETORSHIP

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: ☐ Yes ☐ No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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(s) of Principal(s)

3. 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 exercised

Name	Address

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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;

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

C. STATE TAX DELINQUENCIES

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

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

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

D. OTHER TAXES/FEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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.

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 Restriction⁵, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

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

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

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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

Michael R. Kolloway

Name of Authorized Officer (Print or Type)

Senior Corporate Vice President and Assistant General Counsel

Title

312-373-6603

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 9 day of February, 2016 by

Michael R. Kolloway (Name) as Sr. VP and Assist. General Counsel (Title) of AECOM

(Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal

**OFFICIAL SEAL
JAQUENETTE M COLLINS
Notary Public - State of Illinois
My Commission Expires Apr 15, 2019**

EXHIBIT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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 Michael R. Kolloway, as Secretary
Name Title

and on behalf of The Earth Technology Corporation (USA)
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: The Earth Technology Corporation (USA)
2. Address: 515 S. Flower Street, Suite 1050, Los Angeles, CA 90071
3. Telephone: 312-373-7700 Fax: 312-373-6800
4. FEIN: 33-0244112 SSN: N/A
5. Nature of transaction (check the appropriate box):

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

6. Disclosure of Ownership Interests
Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- ☒ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture

- ☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Not-for-profit Corporation
☐ Other: _____

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Delaware
2. Authorized to conduct business in the State of Illinois: ☐ Yes ☒ No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
See Attached List	

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

Name	Address	Ownership Interest Percentage
AECOM	1999 Avenue of the Stars, Ste 2600 Los Angeles, CA 90067	100%

5. LLC's ONLY, indicate management type and name:
☐ Member-managed
☐ Manager-managed
Name: _____
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
☒ Yes
☐ No

If "yes" 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.

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

1. 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	Ownership Interest Percentage

SOLE PROPRIETORSHIP

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: ☐ Yes ☐ No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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(s) of Principal(s)

3. 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 exercised

Name	Address

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

EXHIBIT B
DISCLOSURE AFFIDAVIT

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

C. STATE TAX DELINQUENCIES

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

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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.

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 Restriction⁵; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

The Earth Technology Corporation (USA) is unable to verify this certification at this time.

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.

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.

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

Michael R. Kolloway
Name of Authorized Officer (Print or Type)

Secretary

Title

312-373-6603

Telephone Number

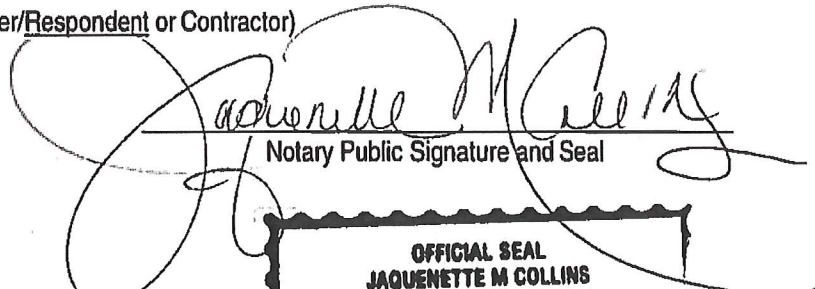
State of Illinois

County of Cook

Signed and sworn to before me on this 9 day of February, 2016 by

Michael R. Kolloway (Name) as Secretary (Title) of The Earth Technology Corporation (USA)

(Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal

OFFICIAL SEAL
JACQUETTE M. COLLINS
Notary Public - State of Illinois
My Commission Expires Apr 15, 2019

EXHIBIT 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):

Master Service Agreement PS2062

Description of goods or services to be provided under Contract:

Geotechnical Engineering Services

Name of Consultant: AECOM Technical Services, Inc.

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)
Terry Teele	Urban Strategies 212 West Washington Chicago, IL 60602	Lobbyist	\$8,000
Jay Doherty	Jay D. Doherty & Associates 210 E. Pearson Street, Suite 9B Chicago, IL	Lobbyist	\$7,500

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


* Note: While no lobbyists made contacts on behalf of the bidder with respect to this contract, we would like to inform you that we occasionally uses the services of Terry Teele of Urban Strategies and Jay Doherty of Jay D. Doherty & Associates, who facilitate meetings with our clients to market our services. Neither Terry Teele nor Jay Doherty are hired for any specific transaction nor receive any success fee. We are making this disclosure in anticipation that Mr. Teele and Mr. Doherty may be involved in the later stages of this pursuit.

EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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



Signature

02-08-16

Date

Denise Casalino

Name (Type or Print)

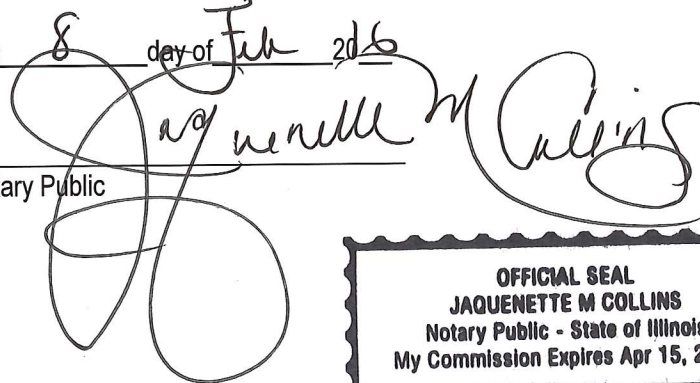
Senior Vice President

Title

Subscribed and sworn to before me

this 8 day of Feb 2016

Notary Public



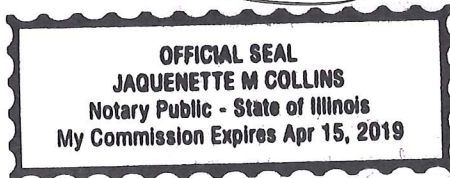


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

(ATTACHED HERETO AND INCORPORATED HEREIN)

1. Policy Statement

- a. It is the policy of the Commission 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 Consultant 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 Consultant also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. 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 Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - i. "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - ii. "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - iii. "Professional Service Contract" means a contract for professional services of any type.
 - iv. "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 and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - v. "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
 - vi. "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

- vii. "Good faith efforts" means actions undertaken by a Consultant 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.
- viii. "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.
- ix. "Program" means the minority- and women-owned business enterprise professional service 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 Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant 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:
 - i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
 - ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Consultant 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 Consultant 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 Consultant 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 Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
 - i. 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 the County of Cook must be submitted.
 - ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder 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.
 - iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder 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.
 - iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount 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. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his 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 bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder 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 Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder 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 Bidder's proposal as non-responsive.
- c. Bidders 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 subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 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 subconsultant that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder 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 bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder'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:
 - i. Attendance at the Pre-bid conference;
 - ii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
 - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
 - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - a. The name, address and telephone number of MBE and WBE firms contacted;
 - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - vi. 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.

- vii. 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.
 - viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - ix. 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:
- i. 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;
 - ii. 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. Failure To Achieve Goals

- a. If the Consultant 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 Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
- i. 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.
 - ii. 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.
 - iii. 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 Consultant's failure to meet the goals, as long as such costs are reasonable.
 - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a 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.
 - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

- vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - vii. 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.
 - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
 - ix. 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
 - x. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' 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 determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

9. Reporting and Record-Keeping Requirements

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant 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 Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant 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 Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

10. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.

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

11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant'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 Consultant 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.

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant 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 Consultant 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 Consultant 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:

- i. The Consultant 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, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
- ii. The Consultant'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 subconsultant 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 subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant'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 Consultant; 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.

- iii. The Consultant'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.

- iv. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working 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.
 - v. 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) working 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.
- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
 - c. 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 Consultant 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.

13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant 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 Consultant'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 Consultant 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 Consultant from entering into future contracts with the Commission.

14. 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.

SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

1. Name of Joint Venture _____

2. Address of Joint Venture _____

3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

A. 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.)

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? _____%

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. 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:

A. Financial decisions: _____

B. Management decisions such as:

1. Estimating: _____

2. Marketing/Sales: _____

C. Hiring and firing of management personnel: _____

D. Purchasing of major items or supplies: _____

E. Supervision of field operations: _____

F. Supervision of office personnel: _____

G. 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.

H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.

10. 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 Consultant if the Joint Venture is a sub-consultant.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____

On this _____ day of _____, 20____

before me appeared (Name)

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

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.

(Name of Joint Venture)
to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:

Commission expires:

(SEAL)

(SEAL)

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____

(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago

(Name of Bidder)

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

☐ _____ a Sole Proprietor

☐ _____ a Corporation

☐ _____ a Partnership

☐ _____ a Joint Venture

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

_____ % 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 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.

BY:

Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)

Name of Project: _____

STATE OF ILLINOIS }

 } SS

COUNTY OF COOK }

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

Title and duly authorized representative of

Name of General Contractor whose address is

in the City of _____, State of _____

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
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Contract Value		%	%

The Professional Service Provider 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 General Contractor 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.

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____