

MASTER AGREEMENT #102424 CATEGORY: Facility Assessment and Planning with Related Services SUPPLIER: Terracon Consultants, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terracon Consultants, Inc., 10841 S. Ridgeview Road, Olathe, KS 66061 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) Supplier Access. The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 3, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #102424 to Participating Entities. In Scope solutions include:
 - a) Facility and building condition assessment and auditing;
 - b) Energy, utility, and emissions assessment and planning;
 - c) Site, safety, and code inspections;
 - d) Space utilization and planning;
 - e) Geographic information system (GIS) services
 - f) Feasibility, sustainability, and lifecycle assessment;
 - g) Asset, capital, and deferred maintenance planning and asset classification;
 - h) Benchmarking services and quality assurance;
 - i) Project management and coordination with facility owners;
 - j) Contract management and financial monitoring; and
 - k) Budget development, and program management services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) Open Market. Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances and will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under the similar conditions and in the same locale.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
 - i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

- ii) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- iv) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- v) CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

- xix) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.
- xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) Authorized Sellers. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) Authorized Representative. Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) Sales Reporting Required. Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- 7) Administrative Fee. In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) Audit Requirements. Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) Assignment, Transfer, and Administrative Changes. Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) Indemnification. Supplier must indemnify, defend, save, and hold Sourcewell, including their employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

- i) Supplier Promotion. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
 - a) Commercial General Liability Insurance. Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) Additional Insured Endorsement and Primary and Non-contributory Insurance Clause. Supplier agrees to list Sourcewell, including its officers and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) Waiver of Subrogation. Except as to the Professional Liability policy, Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- Quotes to Participating Entities. Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) Shipping, Delivery, Acceptance, Rejection, and Warranty. Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) Additional Terms and Conditions Permitted. Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) Subsequent Agreements and Survival. Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Terracon Consultants, Inc.	
Signed by: Jeremy Schwartz COFD2A139D06489	Signed by: Douglas K. Baum 134A7EFD0B1242B	
Jeremy Schwartz	Douglas R. Baum	
Title: Chief Procurement Officer	Title: National Director of Facility	
	Assessments	
2/20/2025 5:13 PM CST Date:	2/20/2025 4:31 PM EST Date:	

v052824

RFP 102424 - Facility Assessment and Planning

Vendor Details

Company Name: Terracon Consultants, Inc.

Does your company conduct

business under any other name? If

yes, please state:

No

1111 North Loop W. Address: Suite 350

Houston, TX 77008

Contact: Angelina Cisneros

Email: amcisneros@terracon.com

Phone: 713-329-2514 Fax: 713-467-9845 HST#: 42-1249917

Submission Details

Created On: Friday September 06, 2024 11:15:39 Submitted On: Tuesday October 22, 2024 17:27:13

Submitted By: Angelina Cisneros

Email: amcisneros@terracon.com

Transaction #: 69bd28c6-e45d-4134-87b6-78ab7e2fcdd1

Submitter's IP Address: 173.174.8.50

Bid Number: RFP 102424 Vendor Name: Terracon Consultants, Inc.

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Terracon Consultants, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	While Terracon has a number of subsidiaries it has acquired in the last ten years, the services contemplated by this RFP will most likely be performed by staff from one or more of the offices that is a part of Terracon Consultants, Inc. Terracon Consultants, Inc. will be the entity that executes a Master Agreement with Sourcewell.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Number for Corporate Office is 1DJP8	*
5	Provide your NAICS code applicable to Solutions proposed.	541330 Engineering Services 541350 Building Inspection Services	
6	Proposer Physical Address:	(Corporate Headquarters Address) Terracon Consultants, Inc. 10841 S. Ridgeview Road Olathe, KS 66061 Proposer may offer its services to Sourcewell Participating Entities from various Terracon offices located across the United States.	*
7	Proposer website address (or addresses):	www.terracon.com	*
8	representative must have authority to sign	Douglas R. Baum National Director of Facility Assessments 611 Lunken Park Dr. Cincinnati, OH 45226 Phone: (513) 321-5816 Email: doug.baum@terracon.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Douglas R. Baum National Director of Facility Assessments 611 Lunken Park Drive Cincinnati, OH 45226 Phone: (513) 321-5816 Email: doug.baum@terracon.com	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	William Faesenmeier Senior Facilities Consultant 2105 Newpoint Place, Suite 600 Lawrenceville, GA 30043-5557 Email: william.faesenmeier@terracon.com Phone: 678-324-8446	

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
	I e	I e e e e e e e e e e e e e e e e e e e	

Bid Number: RFP 102424 Vendor Name: Terracon Consultants, Inc.

Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.

Company History

Terracon was originally formed in 1965 as Soil Testing Services of Iowa in Cedar Rapids, Iowa. It soon expanded to include Soil Testing Services of Kansas. In 1980, the two firms were consolidated and were renamed Terracon Consultants, Inc. The firm has evolved from its roots in geotechnical engineering into a dynamic and growing multi-disciplined consulting firm providing Environmental, Facilities, Geotechnical and Materials services at local, regional, and national levels.

Terracon currently provides its services from more than 180 offices serving all 50 states across the US. We have offices in 45 states (all except: Alaska, Delaware, Hawaii, South Dakota and Vermont).

Employee Ownership

Terracon is 100 percent employee-owned through a broad-based program consisting of company stock and an Employee Stock Ownership Plan (ESOP). There are more than 7,000 employee-owners/professionals employed at Terracon offices or Terracon subsidiaries. As of December 2023, there are 1,465 individual employees owning 53% of stock and 47% owned through the ESOP. Of the over 7,000 employee owners, no individual shareholder owns more than 5% of the total outstanding shares.

As a 100% employee-owned firm, Terracon's success is derived from the dedication and commitment of our personnel. There is a strong sense of accountability within our staff and this professionalism is passed on to our clients.

Growth Strategy

Our strategy of prosperous growth is the basis for Terracon to succeed as an independent, employee-owned company in the context of a consolidating AEC industry. We define prosperous growth as: revenue growth of 10-20 percent a year; profitability above industry average; and world-class safety performance.

To achieve our prosperous growth goals, we work to strategically increase market share, grow our work for clients by providing adjacent services, diversifying our client base, and expanding geographically. Geographic expansion is achieved through a combination of internal (organic) growth and a best-in-class program of acquisitions. During the past 20 years, approximately two-thirds of our growth has been internal and one-third through acquisitions aligned with our service approach and growth goals. The foundation of our growth strategy is our company Strategic Plan, complemented by annual operations plans, to drive our focus in implementing our strategy throughout our operations.

Core Values

Our Values are the things that really matter to us. These values reflect our beliefs, govern our actions, and shape our culture. Most importantly, these values represent what our employee-owners strive to exemplify in how they treat each other, our clients, and others in our communities.

- Caring
- Courage
- Curiosity Excellence
- Integrity
- Prosperity

We pride ourselves in exceeding our clients' expectations through active partnering and collaboration to achieve desired goals. Terracon's company mission benefits our clients by focusing on three major areas of performance:

- Responsiveness: Acting quickly to meet your deadlines, our employee owners are always available to you. With designated team personnel and ample benchstrength resources, our team can continually respond to our clients' ever-changing needs.
- Resourcefulness: Being open to new processes, methodologies, and techniques allows us to take a proactive approach to solving project challenges and delivering projects results.
- Reliability: We deliver work on time, so you avoid delays, surprises, and costly mistakes. For projects large or small, single- or multi-site, you can rely on consistent results nationwide.

Terracon's Methodology and Processes for providing FCA services, like all our services, are centered on one of our Core Values - QUALITY. Terracon's "Corporate Philosophy on Quality Services" is clearly outlined in our Quality Program. Our quality program is based on a continuous improvement philosophy that involves our employees and, when applicable, sub-consultants, vendors, and users of our services. Quality service for our clients is achieved by following the methods and practices that have been developed at Terracon for the services being provided.

Business Philosophy

We deliver success by providing opportunities for employees to achieve rewarding

		careers, personal well-being, and the benefits of ownership; providing highly responsive, resourceful, and reliable services based on a deep understanding of client needs; and improving the communities where we live and work through our personal, professional, and corporate involvement.	
		Customer Service Driven In order to advance and even transform our culture around client experience, differentiate Terracon in our markets, and position us for the future, Terracon's Office as a Client Experience (CX) Team was created by a company Client Experience Leadership Team formed in 2016, and a select group of pilot offices. This innovative approach to a client experience strategy is focused on the role everyone in an office can play to support a successful client experience. This was formally launched in 2018 with the goal of inspiring our employees to purposefully interact, pursue, and deliver an exceptional client experience.	
		Our Vision Our Vision captures where we are headed and what we aspire to achieve, together. Our vision reminds us to support the success and wellbeing of our employees, clients, and communities; fearlessly seek new or better solutions to challenges; and lead our industry as experts and innovators. Together we are best at people. Together we lead innovation. Together we are dominant in our markets.	
		Industry Longevity Providing Facilities Consulting Services Terracon has long recognized the challenges faced by building owners to manage their Facility Assets, and since 2001 has grown a consulting division within our firm that focuses entirely on facilities and their varied buildings systems. Our engineering, architectural and construction professionals are specialists and bring their backgrounds to focus on the on-going management of existing facility systems, namely assessment, remedial planning/implementation and on-going asset management.	
		Over 90% of our business is focused on existing facilities. Terracon has assessed thousands of facilities and with each assessment provided findings and forecasts that enabled the owner to make concrete decisions on future use of the asset.	
12	What are your company's expectations in the event of an award?	It is our expectation that Sourcewell will announce to its participating entities our addition to a list of selected providers for Facility Assessment and Planning services in accordance with this RFP.	
		We expect Sourcewell to continue to offer education, training and sales support across the country to improve vendor understanding of the Sourcewell contracts. Education and training will continue to include sales support videos, cooperative purchasing strategies, and Sales Accelerator forums. Sales resources will continue to include communications tools, tradeshow collateral, and signage.	*
		The direct marketing effort is then up to Terracon, and we expect to win work and provide quality services to our direct clients.	
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters	See attached summary financial statements for the past three years.	
	of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.		*
14	What is your US market share for the Solutions that you are proposing?	Less than 5%	*
15	What is your Canadian market share for the Solutions that you are proposing?	Less than 1%. Terracon has performed a relatively small amount of condition assessments for American owned companies with facilities in Canada .	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included	Terracon has never petitioned for bankruptcy protection.	
	possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.		*

- How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

Terracon is best described as a professional services provider.

- a) See response to (b) below.
- b) Terracon has more than 7,000 employees located in more than 180 offices across the United States. Approximately 32 individuals (employees of Terracon) are specifically involved in Sales, Marketing and Communications at the Corporate level to support our service delivery. There are 108 staff domiciled in various offices across the country who are specifically involved in Sales and Marketing support. Office managers, project managers and senior staff in each office are also involved in direct contact with clients and client prospects to identify new and repeat project opportunities.

In addition, Terracon's National Account Program provides companies with large geographical interests an easier way to procure and receive engineering services. Our National Accounts include some of the largest companies in the U.S., representing a wide spectrum of industries including retail, health care, telecommunications, energy, agricultural, e-commerce and manufacturing. As of May 2024, we currently have 253 active national accounts.

Why do clients choose Terracon to meet their national needs for environmental, facilities, geotechnical, and materials engineering services?

- The stability and experience of a 50+ year old, employee-owned organization
- · Consistency and timeliness of reports and solutions from office to office
- A dedicated National Account Manager/point-of-contact
- Multiple service lines coordinated seamlessly and bundled for maximum efficiency and cost savings
- Extensive knowledge of local conditions
- Nationally recognized subject matter experts
- "Cradle to grave" services for buildings and infrastructure

Bid Number: RFP 102424

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	There are no specific licenses or certifications required to provide Facility Condition Assessment services. Terracon's staff providing these services include several individuals that are registered Professional Engineers and/or licensed Architects. In addition, a number of our staff hold specialty certifications that are applicable to facility assessment work. A list of a few of the licenses and certifications held by our staff is listed below, grouped by category. Energy Business Energy Professional (BEP) Certified Energy Manager (CEM) Certified Energy Auditor (CEA) Leadership in Energy and Environmental Design Accredited Professional (LEED AP) Commercial Energy Inspector (IECC), Roofing Registered Roof Observer (RRO) Registered Roof Consultant (RRC) Certified Infarred Thermographer (CIT), Building Envelope Registered Waterproofing Consultant (RWC) Registered EleTs Inspector Commissioning Certified Building Commissioning Professional (CBCP) Existing Building Commissioning Professional (EBCP) Building Enclosure Commissioning Professional (EBCP) Building Performance Institute — Building Analyst Professional (BAP) Safety Assessment Program Evaluator Board Certified Building Inspection Engineer Educational Facilities Professional (EFP-APPA) CSI Construction Document Technologist (CDT) Facilities Management Planner AHERA Asbestos Inspector AHERA Asbestos Supervisor AHERA Asbestos Super
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Terracon has not been suspended, disbarred, or otherwise precluded from pursuing public work.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2024 Office Awards Columbus, Ohio: Recognized for Safety Culture 2024 Campus Forward Award Winner by Ripple Match - for our "unwavering commitment to seeking out and hiring early career talent and investments in nurturing and retaining the next generation of diverse talent." The Salt Lake City Geotechnical Team was honored with the 2023 Associated General Contractors (AGC) of Utah Award of Excellence, Highway/Transportation/Utilities Infrastructure Division Project of the Year for the I-80 & I-215 Renewed Design Build. This project included improvements on I-80 between

1300 East and 2300 East and I-215 between 3300 South and 4500 South. The pavement was replaced with new concrete, and a new lane was added to the eastbound I-80 between 1300 East and 2300 East.

The St. Louis office was recognized with the AGC 1st Award from the Associated General Contractors Missouri (AGCMO). The award is given to contractors who exemplify the principle of the AGC 1st campaign: members supporting members. The office was involved in committees, wrote articles, attended events, and more to earn this award.

Terracon's Marketing team was honored with a Kansas City Society for Marketing Professional Services Marketing Communications Merit Award (Holiday category) for their 2023 holiday campaign, Caring Connects Us.

2024 Business Awards

Terracon was recognized by Environmental Business Journey (EBJ) with a Business Achievement Award in the Diversity and Inclusion category for grounding diversity and inclusion in the company's guiding behaviors. Terracon's Employee Resource Groups (ERGs) have grown from three ERGs to six in 2023, with over 500 employee-owners engaged in one or more ERGs.

Terracon was recognized by Climate Change Business Journal (CCBJ) with a Business Achievement Award in the Advancing Best Practices category for greenhouse gas (GHG) mitigation. The award was presented to Terracon for helping its upstream oil and gas clients voluntarily avoid 16,206 metric tons of carbon dioxide equivalent from natural gas-driven pneumatic controllers. Terracon used a technology-driven approach to collect accurate field data to calculate lower site-specific emissions rates.

Terracon was named 2024 Design Firm of the Year by Engineering News-Record (ENR) Midwest. Design Firms of the Year are chosen by a vote of the regional ENR editors from across the country based on a carefully selected group of finalists. Factors include regional revenues, new initiatives, current projects, community and industry contributions and other considerations.

Terracon was recognized by Environmental Business Journal with a 2023 Mergers and Acquisitions Award for acquiring 15 firms over the past five years, with 13 of those focused on environmental services, adding 35 offices, \$90 million in revenue and 600 new employee-owners.

Terracon was ranked by Engineering News-Record No. 18 among the nation's Top 500 Design Firms for 2024, up two spots from last year.

Terracon was honored by the Geoprofessional Business Association (GBA) with the 2024 Engagement Award in the Large Firm category. The GBA tracks member-firm engagement through five measures found to be the most important indicators of the value members are receiving from their membership – engagement of the firm's ambassador to GBA, the number of employees in the GBA database receiving GBA News regularly, the number of downloads of GBA resources, attendance at meetings and conferences, and active participation on committees. Terracon is one of GBA's largest member firms and is engaged significantly in all areas measured for this award.

Terracon was named one of Atlanta Business Journal's Healthiest Employers for 2024.

Terracon was named No. 13 of the Top 150 Private Companies by the Kansas City Business Journal. This is up from No. 16 in 2023.

Terracon received the 2024 Merit Award Holiday

Terracon was awarded the Arizona American Public Works Association's 2024 Project of the Year in the Structures (\$5 to \$25 million) category for the Monterey Park Expansion project in Mesa, Arizona. The expansion project doubled the park's size and included four youth baseball and softball fields, four pickleball courts, two ramadas, restrooms, and a new Mesa Express Library, a one-of-a-kind self-service library enabling patrons to access the facility using their library barcode and pin.

2023 Office Awards

The Savannah office has been honored by the American Council of Engineering Companies (ACEC) Georgia Chapter with a 2023 Georgia Engineering Excellence Award in the Environmental category for our work on the SeaPoint Industrial Terminal Complex. Terracon served as lead environmental and geotechnical consultant on the \$38 million, 755-acre brownfields remediation project, the largest by area in the history of the Georgia Brownfields Program.

The Philadelphia West office was recently awarded New Jersey Alliance for Action's "New Jersey's Leading Capital Construction Projects" Award for the Deborah Heart and Lung Center Expansion project in Browns Mills, New Jersey. The Terracon team performed environmental services as part of the U.S. Department of Agriculture Rural Development loan program requirements.

Wang Engineering/Lombard office was the lead geotechnical engineer on two projects receiving Honor Awards as part of the American Council of Engineering Companies (ACEC) of Illinois 2023 Engineering Excellence Awards: the Jane Bryne Interchange and Tri-State Tollway (I-294) BNSF Railway Bridge.

The Little Rock office was part of the Palarm Creek Bridge Replacement project team being honored with an ACEC of Arkansas 2023 Engineering Excellence Award in the Structural Systems category.

The St. Louis office was recently honored by the Association of General Contractors Missouri Chapter (AGCMO) with an AGC 1st Award recognizing our support for other AGCMO member firms. Many of our St. Louis professionals have contributed their efforts throughout the year to help Terracon be an involved, supportive member of the AGCMO.

The Employee Development team was honored by the Association of Talent Development Kansas City with an Excellence in Practice Award for Learning Technologies for their development of Compass (Client Portal) training for Materials. The annual awards recognize individual contributors, consultants, contractors, and organizations in the Kansas City area who have illustrated our industry's competencies.

The Rochester office was honored with an American Concrete Institute (ACI) Central New York Chapter Bronze Award for our concrete testing on the Green Street Parking Garage in Ithaca, New York. Terracon performed a full range of laboratory and field testing, including cores and petrography.

West Palm Beach office, project – Sunset Lounge received a Florida Preservation Award for outstanding achievement in the field of restoration and rehabilitation.

2023 Business Awards

Terracon was honored by the Environmental Business Journal (EBJ), which provides strategic market intelligence to the environmental industry, with multiple awards, including two from Climate Change Business Journal (CCBJ). Terracon received EBJ awards for Information Technology: Project Delivery (for Compass/Client Portal) and Social Contribution (for the Terracon Foundation). We also received CCBJ awards for Technology Merit: Wind Power Infrastructure (for next-generation wind foundation design) and Industry Leadership: Disaster Response for our response to Hurricane Ida.

Terracon was selected as a winner of the 2022-23 Geoprofessional Business Association's (GBA) Member Engagement Award. The annual award is given to GBA members that promote GBA resources to their employees, support GBA through leadership and active participation, attend annual meetings, and engage with the Association.

2023 Morrissey Goodale Most Innovative Acquirer Award

2023 Top 150 Private Companies in Kansas City, #16 by the Kansas City Business Journal

Terracon was recognized with an American Council of Engineering Companies (ACEC) of Indiana 2023 Engineering Excellence Merit Award for the SR 26 Intersection Improvement and Small Structure Replacement project. The award was presented to Indiana Department of Transportation (INDOT).

EPG, A Terracon Company, was recognized by the Arizona Parks and Recreation Association with the 2023 Best of the Best Natural Resources Award. Corporate Marketing and Communications Team was honored by the Society for Marketing Professional Services (SMPS) Kansas City Marketing Communications Awards gala. Our Brand Anthem video earned an Excellence Award in the video category, Best in Show across all categories, Merit Award for the 2022 Holiday

Campaign.

Terracon was awarded International Federation of Consulting Engineers FIDIC Project Awards for two infrastructure projects: The City of Billings Nutrient Upgrade, Expansion and Improvements and the Hugh K. Leatherman Terminal, Phase 1 Site Development.

Terracon received a Phoenix Award at the National Brownfields Conference for work on the SeaPoint Industrial Project in Savannah, Georgia.

Best Places to Work by the Kansas City Business Journal (Large company category)

Terracon has been ranked No. 20 among Engineering News-Record's Top 500 Design Firms for 2023, up one spot from No. 21 last year – and ranked No. 1 in Asbestos and Lead Abatement Design for the 10th year in a row! Our 2023 ENR national rankings also include No. 44, Top 150 Global Design Firms, No. 11, Top 100 Pure Designers, and No. 12, Top 20 General Building. These rankings are one measure of how we are performing in terms of advancing our strategic plan and achieving profitable growth.

Terracon was ranked #5 by number of current projects by the San Antonio Business Journal.

Terracon was named one of Arizona's 50 Most Admired Companies of 2023 by AZ Big Media.

Terracon won the ARTBA Glass Hammer Award.

2022 Project Awards

Award of Merit, Highway/Bridge category, ENR Midwest, (Council Bluff Interstate Dual Divided Freeway, Iowa offices).

EEA 2022 Honor Award, ACEC Tennessee, GEODIS Park in Nashville, TN, in the Studies, Research and Consulting Engineering category.

Best K-12 Education, Award of Merit – Excellence in Safety, given by ENR California for Bush School – New Upper School Building, Seattle offices 2023 Georgia Engineering Excellence Award in the Environmental category,

given by American Council of Engineering Companies (ACEC) Georgia Chapter for our work on the SeaPoint Industrial Terminal Complex. The has been honored by the with a Terracon served as lead environmental and geotechnical consultant on the \$38 million, 755-acre brownfields remediation project, the largest by area in the history of the Georgia Brownfields Program. Terracon is also performing geotechnical investigations for potential tenant buildouts, as well as materials testing as construction begins for the incoming industries, Savannah office

construction begins for the incoming industries, Savannah office EEA 2022 Honor Award, given by ACEC Tennessee, GEODIS Park in Nashville, TN, in the Studies, Research and Consulting Engineering category, Nashville office

Project of the Year Award, given by ASCE Geo-Institute Arizona Chapter 2022, TSMC Fab Plant Project, Phoenix office

Ranked No. 40 among Trenchless Technology magazine's 2022 Top 50 engineering companies.

Named as a 2023 Campus Forward Award Winner by RippleMatch in the Large Early Career Programs category (251-500 entry-level and intern hires annually). This award recognizes excellence in early career hiring, celebrating the programs that are embracing innovative recruitment strategies, are making significant investments in diversity and inclusion, and are supporting the next generation of talent through impactful internships and entry-level programs.

2023 Campus Forward Award Winner in the category of Large Early Career Programs, given by RippleMatch, recognizing excellence in early career hiring.

2022 Business Awards

Top 50 engineering companies, Trenchless Technology magazine's #40, rankings are based on North American trenchless revenue in 2021, defined as the net revenue generated from trenchless professional services.

Top Private-Sector Employers #145, Kansas City Business Journal, ranked by local FTE.

Employer of the Year given by Professional Engineers of North Carolina, North Carolina offices.

Top Environmental Services Firms, #2, Orlando Business Journal, ranked by 2021 revenue.

2022 Excellence in Client Experience Award given by Client Savvy, our Client Listening Program partner, recognizing professional services firms that have achieved excellence in client experience based on objective, quantified client feedback, and a demonstrated commitment to closing feedback loops with our clients.

Top Nashville Engineering Firms, #24, Nashville Business Journal, ranked by number of professional engineers.

Top Kansas City Engineering Firms, #7, Kansas City Business Journal, ranked by local FTE.

Top Kansas City Engineering Firms, #20, Kansas City Business Journal, ranked by licensed engineers.

EBJ Business Achievement Award, Business Achievement, New Practice: Sustainable Planning, Design & Green Infrastructure given by Environmental Business Journal for adding new services to Terracon including landscape architecture and planning services, Environmental Planning Group, A Terracon Company.

EBJ Business Achievement Award, Mergers & Acquisitions given by Environmental Business Journal for our strategic acquisitions of Sport Environmental Services, Pivvot, and GET Solutions.

Climate Change Business Journal 2022 Business Achievement Award, given by Environmental Business Journal.

GOLD-Workplace Wellness Program, designation by HealthyKC through the Greater Kansas City Chamber of Commerce.

Best Places to Work by the Kansas City Business Journal

Merit Awards (runner-up) for Special Event and Corporate Identity given by SMPS Kansas City

Mentoring category for the Office Manager and Department Manager Development Experiences given by the Association for Talent Development Kansas City chapter.

2021 Business Awards

Environmental Business Journal

- Business Achievement Award, Mergers & Acquisitions
- o Business Achievement Award COVID Response: Workplace Reentry
- Business Achievement Award Information Technology: Stage1
- o Project Merit Award: Unmanned Aerial Vehicle (UAV) Magnetometer Survey 2021 Project Awards

American Council of Engineering Companies

o Engineering Excellence Awards Honor Award, Innovation in Wind Turbine Foundation Evaluations, DC Metro North

American Council of Engineering Companies, Utah Chapter

o Grand Conceptor Award, I-15 SB, 12300 South to SR-201 design-build project, Salt Lake City

Engineering Excellence Award, Grand Award, transportation category,

 I-15 SB; 12300 South to SR-201 design-build project, Salt Lake City American Public Works Association Capital Branch

- 2020 Project of the Year, emergency slope repair for Albany County Route 9
 Bradt Hollow Road, Albany
- Association for Corporate Growth, Middle Market Growth Innovation Award, Stage1

2020 Business Awards

American Concrete Pavement Association

o Excellence in Concrete Pavements Gold Award, RCC Industrial Category, Swift Trucking Terminal, Laredo, Texas

American Council of Engineering Companies

- o National Engineering Excellence Award and ACEC-Tennessee Regional Award, Lipscomb University George Shinn Event Center, Nashville, Atlanta
- American Council of Engineering Companies, Metropolitan Washington Chapter o Honor Award, innovative wind turbine foundation evaluation, DC Metro North (with GE Renewables North America)

American Society of Civil Engineers, St. Louis Section Project of the Year, former Ameren

- o Manufactured Gas Plant St. Louis
- Central Exchange, Kansas City, Mo. Corporate Hero, STEMMY Awards (Science, Technology, Engineering, Mathematics, or Medicine)
 Cigna
- o $2\bar{0}20$ Well-Being Award for culture and efforts supporting employee health and well-being

Environmental Business Journal

- o Business Achievement Award, Mergers and Acquisitions
- o COVID Response Award, Workplace Reentry
- o Information Technology Award, Stage1 Project Merit Award, Unmanned Aerial Vehicle Magnetometer Survey

LightBox EDR PRISM Resiliency Award

National Association of Preservation Commissions

- o Commission of Excellence Award, Best Practices: Identification/registration for work of the Sarasota Historic Preservation Board, Jacksonville-ESI
- Society of Marketing Professional Services
- Award of Merit, Internal Communications, Terracon Strategic Plan 2023 Launch

FNR Awards

Engineering News-Record (ENR) attempts to bring structure to an otherwise huge and chaotic construction industry by performing annual surveys of its key segments, and ranking companies engaged in general contracting, specialty contracting, engineering, architecture and environmental services, among other specialties. Listed below are Terracon's ENR rankings over the past five years.

2024 TOP 500 DESIGN FIRMS #18

- Top 100 Pure Designers #10
- Top 150 Global Design Firms #44
- Top 20 Design Firms by Sector-General Building #65
- Top 20 Design Firms by Sector-Hazardous Waste #15
- Top 20 Design Firms by Sector-Telecommunications #17
- o Education #21
- o Retail #3
- o Multi-Unit Residential #10
- o Commercial Offices #15
- Distribution Warehouses #3
- o Hotels, Motels and Convention Centers #16
- Government offices #20
- Transportation #39
- Power #20
- o Solar Power #4
- o Transmission/Distribution Plants #21
- Petroleum #25
- o Pipelines #18
- Refineries and Petrochemical Plants #24
- Environmental
- Asbestos/Lead Abatement Design #2
- o Water Supply #40
- o Hazardous Waste #15
- o Site Assessment and Compliance #8
- o Chemical and Soil Remediation #37
- Manufacturing #28
- o Data Centers #15
- o Towers/Antennae #8
- o Clean Air Compliance #8
- o Healthcare #24

ENR REGIONAL AWARDS AND RECOGNITION

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	Southwest Rankings Top Design Firms #8 Top Arizona Firms #9 Top New Mexico Firms #10 General Building #24 Power #24 Hazardous Waste #21
	 Southeast Rankings Top Design Firms #8 Education/Research #7 Multi-Unit Residential #3 Transportation #13 Top Alabama Design Firms - #9 Top Florida Design Firms #17 Top Georgia Design Firms #6 Top North Carolina Design Firms #13 Top South Carolina Design Firms #9 Top Tennessee Design Firms #9
	Midwest Rankings Top Design Firms #9 Top lowa Design Firms #5 Top Kansas Design Firms #5 Top Nebraska Design Firms #5 Top Ohio Design Firms #8 General Building #24 Power #17 Transportation #19
	California Rankings (California, Hawaii) Top Design Firms #27 General Building #37 Hazardous Waste #18 Power #21
	Texas and Louisiana Rankings Top Design Firms #8 Top Arkansas Design Firms #3 Top Mississippi Design Firms #6 Top Louisiana Design Firms #8 Top Oklahoma Design Firms #3 Top Texas Design Firms #12 General Building #35 Power #17 Transportation #15
	Mountain State Rankings (Colorado, Wyoming): Top Design Firms #7 General Building #24 Hazardous Waste #22 Power #17
	Intermountain State Rankings (Idaho, Montana, Utah): Top Design Firms #12 Environmental and Geotechnical Firms #4 Retail #3 Other project types #5
	MidAtlantic Rankings (Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, West Virginia): Top Design Firms #23 General Building #25 Transportation #22 Power #16
	ENR Northwest Top Design Firms (Alaska, Oregon, and Washington) Top Design Firms #19 Top Washington Design Firms #18 Top Oregon Design Firms #15
	ENR New York Region Top Design Firms #55
	2023 TOP 500 DESIGN FIRMS #18

Docusign Envelope ID: B01300FC-1E66-4686-9601-18197D3EE3BB Top 100 Pure Designers #10 Top 20 Design Firms by Sector-General Building #65 Top 20 Design Firms by Sector-Hazardous Waste #15 Top 20 Design Firms by Sector-Telecommunications #17 Education #21 Retail #3 0 Multi-Unit Residential #10 Commercial Offices #15 Distribution Warehouses #3 0 Hotels, Motels and Convention Centers #16 Government Offices #20 Transportation #39 Power #20 Solar Power #4 Transmission/Distribution Plants #21 0 Petroleum #25 Pipelines #18 0 Refineries and Petrochemical Plants #24 Environmental o Asbestos/Lead Abatement Design #2 Water Supply #37 0 Hazardous Waste #15 o Air Quality/Clean Energy -Site Assessment and Compliance #8 o Chemical and Soil Remediation #14 Manufacturing #28 Data Centers #15 Towers/Antennae #8 o o Clean Air Compliance #8 Healthcare - #24 o ENR REGIONAL AWARDS AND RECOGNITION Southwest Rankings Top Design Firms #8 Top Arizona Firms #9 Top New Mexico Firms #10 General Building #26 Power #6 0 Hazardous Waste #20 0 Environmental & Geotechnical Firms #4 Transportation #17 Sports/Recreation #2 Southeast Rankings Top Design Firms #9 Education/Research #10 Multi-Unit Residential #5 0 Transportation #39 o Top Alabama Design Firms -Top Florida Design Firms #17 0 Top Georgia Design Firms #6 o Top North Carolina Design Firms #12 0 Top South Carolina Design Firms #8 Top Tennessee Design Firms #8 Midwest Rankings Top Design Firms #7 Top Iowa Design Firms #5 Top Indiana Design Firms #8 Top Kansas Design Firms #6 0 0 Top Nebraska Design Firms #5 Top Ohio Design Firms #8 o 0 Power #5 o Environmental and Geotechnical Engineering Firms #4 Retail #3 0 Sports/Recreation #10 0

Hazardous Waste #17

Other Project Types #5

Top Design Firms #29 General Building #38

California Rankings (California, Hawaii)

0

Environmental and Geotechnical Engineering Firms #11 Hazardous Waste #20 o Power #19 Retail #10 0 Other Project Types #4 o Texas and Louisiana Rankings Top Design Firms #8 Top Arkansas Design Firms #3 Top Mississippi Design Firms #6 0 Top Louisiana Design Firms #8 Top Oklahoma Design Firms #3 Top Texas Design Firms #12 Other Project Types #6 o Top Environmental and Geotechnical Design Firms #2 Distribution and Warehouses #3 o Power #7 Transportation #19 0 Top Multi-Unit Residential #5 0 Top Education #11 o 0 Top Commercial #8 Top Retail #2 0 Sports/Recreation #9 0 Government/Public Building: #12 Mountain State Rankings (Colorado, Wyoming): Top Design Firms #8 General Building #36 Hazardous Waste #21 0 Environmental and Geotechnical Firms #5 0 Retail #5 o Power #6 0 Other Project Types #4 Intermountain State Rankings (Idaho, Montana, Utah): Top Design Firms #13 0 0 Environmental and Geotechnical Firms #4 Hazardous Waste #16 0 Retail #4 MidAtlantic Rankings (Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, West Virginia): Top Design Firms #24 Environmental & Geotechnical Engineering #7 ENR Northwest Top Design Firms (Alaska, Oregon, and Washington) Top Design Firms #17 Top Washington Design Firms #16 Top Oregon Design Firms #15 Environmental & Geotechnical Engineering #7 Commercial #10 Healthcare #9 ENR New York Region Top Design Firms #56 2022 TOP 500 DESIGN FIRMS #20 General Building #12 Education #22 Retail #3 o Multi-Unit Residential #5 Commercial Offices #16 Distribution Warehouses #2 Hotels, Motels and Convention Centers #16 Government offices #16 0 Transportation #39 Highways #25 Power #23 Solar Power #7 Transmission/Distribution Plants #19 Petroleum #29 Pipelines #21 o Refineries and petrochemical Plants #20 Environmental Asbestos/Lead Abatement Design #1

- Water Supply #40 Hazardous Waste #13 0 Site Assessment and Compliance #8 Chemical and Soil Remediation #15 0 Manufacturing #34
 - Industrial Process #46
 - o Manufacturing #30
 - o Chemical Plants #15
 - Data Centers #14
 - Telecommunications #17
 - Towers/Antennae #10
 - Top 200 Environmental #61
 - Top 150 Global Design Firms #46
 - Top 100 Pure Designers #11

ENR REGIONAL AWARDS AND RECOGNITION

- Southwest Rankings
- Top Design Firms #9
- Top Arizona Firms #9
- General Building #26
- Power #6 0
- Hazardous Waste #20
- Environmental & Geotechnical Firms #4 0
- Transportation #17
- Southeast Rankings
- Top Design Firms #8 o
- Education/Research #10
- Multi-Unit Residential #5 0
- Transportation #24 0
- Top Alabama Design Firms #10 0
- Top Florida Design Firms #15
- Top Georgia Design Firms #5
- Top North Carolina Design Firms #12 0
- Top South Carolina Design Firms #9
- Top Tennessee Design Firms #8
- Midwest Rankings
- Top Design Firms #7
- Top Iowa Design Firms #5
- Top Indiana Design Firms #8 0
- Top Kansas Design Firms #6 o
- Top Kentucky Design Firms #10 0 Top Missouri Design Firms #10
- Top Nebraska Design Firms #5
- o Top Ohio Design Firms #8
- o Power #5
- Environmental and Geotechnical Engineering Firms #4
- Petroleum #14 0
- Multi Family #8 o
- o Transportation #17
- Retail #3 0
- Sports/Recreation #10 o
- Other Project Types #5
- California Rankings (California, Hawaii)
- o Top Design Firms #29
- General Building #38
- Environmental and Geotechnical Engineering Firms #11
- o Hazardous Waste #18
- Power #10
- Retail #10
- Other Project Types #5
- Texas and Louisiana Rankings
- Top Design Firms #9
- Top Arkansas Design Firms #7
- Top Mississippi Design Firms #7
- Top Louisiana Design Firms #11
- Top Oklahoma Design Firms #5 Top Texas Design Firms #11 0
- Other Project Types #6
- Top Environmental and Geotechnical Design Firms #2 o
- Distribution and Warehouses #3

Hospitality #9 Power #7 0 Healthcare #9 Transportation #18 0 Top Multi-Unit Residential #7 o Top Education #9 0 Top Commercial #11 0 Top Retail #2 0 Sports/Recreation #10 Mountain State Rankings (Colorado, Wyoming): Top Design Firms #8 General Building #36 Transportation #13 o Hazardous Waste #21 Environmental and Geotechnical Firms #5 0 Retail #5 0 Power #6 0 Other Project Types #4 Intermountain State Rankings (Idaho, Montana, Utah): o Top Design Firms #13 General Building #5 Environmental and Geotechnical Firms #4 Transportation #29 0 Hazardous Waste #16 Retail #4 O New York and New Jersey Rankings: Top Design Firms #51 New England Rankings (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont): Top Design Firms #41 MidAtlantic Rankings (Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, West Virginia): Top Design Firms #24 General Building #24 Hazardous Waste #15 0 Environmental & Geotechnical Engineering #6 0 ENR Northwest Top Design Firms (Alaska, Oregon, and Washington) Top Design Firms #17 o General Building #51 Transportation #16 Hazardous Waste #13 0 Top Washington Design Firms #13 0 o Retail #14 ENR New York Region Top Design Firms #51 2021 TOP 500 DESIGN FIRMS #22 General Building #10 Retail #4 Commercial Offices #10 Government Offices #18 o Education #17 0 Hotels, Motels and Convention Centers #10 o Multi-Unit Residential #7 Distribution and Warehouses #4 Transportation #38 Petroleum #33 Pipelines #17 o Refineries and Petrochemical Plants #22 Power #25 Solar Power #3 Transmission/Distribution #20 Wind Power #10 Environmental o Asbestos/Lead Abatement Design #1 Water Supply #40 Hazardous Waste #14 o Site Assessment and Compliance #8

Chemical and Soil Remediation #16 Manufacturing #34 o Industrial Process #32 Telecommunications #20 Chemical Plants #17 0 Data Centers #14 Towers/Antennae #9 0 Clean Air Compliance #8 0 ENR REGIONAL AWARDS AND RECOGNITION #41 New England Top Design Firms #41 #56 New York Region Top Design Firms #56 #29 Mid-Atlantic Top Design Firms #29 #7 Southeast Top Design Firms #7 #6 Top Georgia Design Firms #6 #8 Top Tennessee Design Firms #8 #9 Top South Carolina Firms #9 Top Alabama Firms#9 #12 Top North Carolina Firms #12 #16 Top Florida Design Firms #16 o #7 Midwest Top Design Firms #7 Kansas Top Design Firms #2 Nebraska Top Design Firms #4 0 Iowa Top Design Firms #5 Kentucky Top Design Firms #6 0 Minnesota Top Design Firms #8 Indiana Top Design Firms #9 o Ohio Top Design Firms #10 o Missouri Top Design Firms #13 o Wisconsin Top Design Firms #17 Texas and Louisiana #8 Top Arkansas Design Firms #4 Top Oklahoma Design Firms #5 Top Mississippi Design Firms #6 12 Top Louisiana Design Firms #12 12 Top Texas Design Firms #12 Colorado and Wyoming Top Design Firms #10 Southwest Top Design Firms #13 California Top Design Firms #36 Northwest Top Design Firms #16 Top Washington Design Firms #14 2020 TOP 500 DESIGN FIRMS General Building #12 Retail #8 Commercial Offices #17 Education #16 0 Multi-Unit Residential #11 Distribution and Warehouses #2 Transportation #37 Highways #25 Petroleum #41 Pipelines #19 Refineries and Petrochemical Plants #23 0 Power #25 Solar Power #4 Transmission/Distribution #19 Wind Power #10 Environmental Asbestos/Lead Abatement Design #1 Water Supply #38 Hazardous Waste #12 0 Site Assessment and Compliance #7 Chemical and Soil Remediation #15 Manufacturing #29 Industrial Process #34

Telecommunications #25 Chemical Plants #14 Data Centers #12

Towers/Antennae #8
Clean Air Compliance #8

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		ENR REGIONAL AWARDS AND RECOGNITION
		 New England Top Design Firms #43 New York Region Top Design Firms #60 Mid-Atlantic Top Design Firms #52 Southeast Top Design Firms #8 Georgia Top Design Firms #8 North Carolina Top Design Firms #8 Alabama Top Design Firms #9 Tennessee Top Design Firms #10 Florida Top Design Firms #15 Midwest Top Design Firms #8 lowa Top Design Firms #3 Kansas Top Design Firms #4 Nebraska Top Design Firms #4 Indiana Top Design Firms #7 Kentucky Top Design Firms #7 Minnesota Top Design Firms #8 Ohio Top Design Firms #10 Missouri Top Design Firms #10 Missouri Top Design Firms #17 Texas and Louisiana Top Design Firms #9 Arkansas Top Design Firms #5 Oklahoma Top Design Firms #5 Oklahoma Top Design Firms #8 Colorado and Wyoming Top Design Firms #8 Intermountain Top Design Firms #13 California Top Design Firms #13 California Top Design Firms #15
21	What percentage of your sales are to the governmental sector in the past three years?	11% (includes Federal, State and local government entities.)
22	What percentage of your sales are to the education sector in the past three years?	Terracon Sales Year Company Total Education Sector % of Total 2023 \$1,148,602,027 \$53,789,562 4.68% 2022 \$1,013,272,250 \$42,085,054 4.15% 2021 \$908,679,375 \$40,431,980 4.45% Totals: \$3,070,553,652 \$136,306,596 4.44%
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	We hold cooperative purchasing agreements with Sourcewell and TIPS (The Interlocal Purchasing System). Sales volume by year is shown below. Sourcewell Contact# 020421-TRC Start Date: March 30, 2021 Year Sourcewell Sales 2021 (Q3-Q4) \$ - 2022 \$331,010 2023 \$ - 2024 (Q1-Q2) \$41,850 Total \$372,860 TIPS Contact# 210602 Start Date: August 25, 2021 Year TIPS Sales 2021 \$11,000 2022 \$78,472
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for	2023 \$125,582 Total \$215,054 GSA Schedule Contract: 47QRAA20D0065 Environmental and Facilities services \$338,368.00 in Sales
	each of these contracts over the past three years?	April 1, 2021 – June 30, 2024 GSA Schedule Contract: GS10F0277R Environmental services \$768,444.19 in Sales April 1, 2021 – June 30, 2024

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Putnam City Schools	Mr. Shbrone Brookings	(405) 823-9020	*
City of Tulsa	Mr. Roger Acebo	(918) 596-9866	*
Charlotte-Mecklenburg School District	Ms. Nicole Portee	(980) 343-7414	*
Tempe School District #3		(480) 642-1542 Ext. 7602, or (480) 861-1120	
Town of Mount Pleasant	Mr. Frankie Pettit	(843) 849-2022, ext. 3748	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Locations of Sales and Service Providers Terracon, as a Corporation, provides professional engineering and consulting services in four major service sectors. Environmental, Facilities, Geotechnical and Materials. Terracon currently provides its services from over 180 offices located across the U.S. The services which are the subject of this RFP are primarily provided by Terracon staff in the Facilities service sector. The specific offices that include Facilities staff are listed below.
		Arizona Phoenix
		California Concord (East Bay) Los Angeles
		Colorado Denver
		Florida Fort Lauderdale Jacksonville Miami Tampa Winter Park (Orlando)
		Georgia Atlanta
		Illinois Glendale Heights (Chicago)
		Indiana Indianapolis
		lowa Des Moines
		Kansas Lenexa
		Michigan Detroit
		North Carolina Ashville Charlotte Greensboro Raleigh

Bid Number: RFP 102424 Vendor Name: Terracon Consultants, Inc.

Proposer and others.

response to formal, written Requests for Proposals from clients, and others are written

Contract documents, whether generated by Terracon or by our Clients, are used to define the terms and conditions under which the work will be performed. Since we do not utilize distributors or dealers in the sales of our services, documentation of the

to respond to more informal requests for services from potential Clients.

ordering process is performed by Terracon direct professional staff.

30	Describe in detail the process and
	procedure of your customer service
	program, if applicable. Include your
	response-time capabilities and
	commitments, as well as any incentives that
	help your providers meet your stated
	service goals or promises.

Terracon's philosophy regarding client and customer service begins with the desire to reach our client's goals. This is often accomplished though our "industry focus" approach. Terracon's professionals and staff members who consistently work within a given sector such as "Municipal and Government Entities" join together to discuss the needs of the sector. It is our belief that most cities and government agencies face similar issues during construction and renovation of their buildings, roads, and other infrastructure projects. By focusing on these needs, Terracon has been able to assist our clients in navigating through the sometime difficult process of facility and infrastructure construction.

Success in following this client service philosophy is measured in different forms. Some measurements include the number of repeat clients, revenue growth in that sector, client feedback after project completion, and client recommendations.

Clients and customer service are the primary focus of our business, and critical to Terracon's success. Terracon utilizes Client Experience Leadership Teams within individual offices to guide, inspire, and positively influence the client experience. Custom strategies are developed and implemented to fit particular offices and markets. Ultimately the program helps produce memorable client experiences and meaningful relationships between our clients and our project managers. Terracon puts a high focus on Customer Service or what we call the "Client Experience." We believe in helping our clients. Our people, at all levels of the company, are empowered to support, guide, and share our knowledge to help clients find solutions and solve problems. Working together we help our clients with every interaction.

When the Terracon team was asked to describe our philosophy and customer service, we asked many of our management, project managers and our technical staff to define customer service. These are a few of the answers we received, "proactively helping our clients solve problems they may not yet be aware are there," "making our clients job easier and making our client look great," "listening to understand our client's needs, fears and aspirations." Two that truly captured the customer service mentality at Terracon are, "keeping every promise you make to a client; including meeting deadlines and work quality," and "understanding our client's needs and challenges, and offering our expert advice and skills." We think the very words of our staff members speak volumes about how each member of our team view service to each of our customers.

31 review, and analysis.

Terracon Experience with Various Technologies for Conducting FCAs The process for data collection, review and analysis when conducting a Facilities Condition Assessment (FCA) is based on the software platform used to support the process. While the overall process is similar between various software tools, the data collected, and the analyses run are specific to the software being used.

Terracon has a working history with numerous software tools as it relates to conducting FCAs. We have developed custom solutions using standard Microsoft software such as Excel, Access, Sequel Server, and SharePoint, and are trained in the use of more specialized products like Paragon, Tririga, Vertex, Quire, eComet, Roof Pro, Roofer, Paver, and Builder SMS. We have also prepared custom field data collection tools for facility condition assessment using ArcGIS Survey 123, Device Magic, FastField and Fieldwire. Each was selected on the various factors including portfolio size, budget, client manpower resources, IT requirements, future use plans,

If a Client does not dictate a specific software product, we typically utilize Paragon, together with its field data collection application called Paragon Data Collector (PDC) to store, analyze and report data collected as part of the FCA. We utilize Paragon to increase efficiency in the field and to enhance our client deliverables. Together, these products provide time saving functional features for field data collection, data management, analysis, and forecasting based on facilities management industry standard metrics and advanced engineering concepts.

General Process of Conducting an FCA

When conducting a Facility Condition Assessment (FCA), background data is entered and stored in Paragon, before deploying assessors to the field. Data describing our on-site field observations is recorded using Paragon DC installed on iPads. Data collected and stored in Paragon DC is uploaded to Paragon on the web on a daily basis during a project

An FCA includes the systematic inventory of building and site infrastructure components, determination of operational condition, documentation of observed deficiencies, and development of multi-year, prioritized forecasts of costs for maintenance, repair, and capital renewal. We specifically inventory facility assets by its component parts, defining type, age, and quantity, and then quantify facility conditions in terms of cyclical renewal needs and non-cyclical repairs and restoration. FCAs are conducted based on visual, non-destructive inspection techniques, interviews of persons knowledgeable regarding the construction and maintenance history of the facilities, and review of existing building data and maintenance history.

Describe your process for data collection,

FCA's are primarily directed at noting construction defects; components which appear to exhibit less than expected useful service life or which have been poorly maintained. Repairs and replacements can be prioritized using three different methods. Our deliverables classify, rank, and prioritize facility components with respect to deficient conditions and prioritize correction projects by severity, risk, cost, and anticipated lifecycle.

The financial plans we generate include forecasts of estimated capital investments required to address both cyclical renewal needs and non-cyclical repairs and restoration. These forecasts give facility owners the ability to compare multiple "whatif" funding strategies that help them optimize their plans for asset preservation. Our work supports client development of long-term financial plans that protect the value of facility assets.

Our assessment findings can be delivered in non-proprietary spreadsheet and text formats, or we can transfer use of our software to our clients for their in-house use to manage inventory changes, corrective work, and to update annual spending plans. The technology we employ provides time saving functional features for field data collection, data management, analysis, and forecasting based on facilities management industry standard metrics and advanced engineering concepts.

Pre-Survey Asset Data Population

Information describing each facility name, number, location, size, and year of construction is extracted from information provided to us by each Client. We will review the background data provided to us for reasonableness and accuracy and may choose to pre-populate our software with this data prior to going to the field. Facility "asset" information will be populated in Paragon and downloaded to field data collection tablets prior to the start of the on-site data collection activity.

Documenting Asset Data

We will record data describing the general construction of each facility, either from background information provided to us or from field observations. The data will include descriptive narratives, database field entries, and photos.

We will include a narrative Asset Summary and Asset History for each facility included in the assessment and include one or more photos of exterior building elevations. We will record data describing the predominant type of construction, number of stories, year built, and construction/addition history (if known).

We will use this data stored in our FCA software, Paragon, to prepare our report deliverables. The FCA report will contain an asset report for each facility assessed. The asset report page will contain the date each facility was assessed. The facility information will include the facility address, facility analysis category (FAC) code, year built, asset size, facility replacement value, and the facility condition index (FCI) calculated for each facility.

Documenting Inventory

Our assessors walk through each of the accessible spaces in each building included in the Scope of Work to make visual observations and to record the inventory of elements, sub-elements and components that make up each building.

Each assessor records their observations describing the inventory and condition of facility and facility-related site components. Data is organized and reported using the UNIFORMAT II classification structure in general accordance with ASTM E1557-Standard Classification for Building Elements and Related Sitework-UNIFORMAT II. Data collected in the field is entered and stored in Paragon DC, and then uploaded to Paragon at the end of each day.

For each component or sub-element, we record data describing its size or quantity and its year of installation (age). Inventory may be grouped by Section, where appropriate, based on differences of physical, operational and age characteristics. A current replacement value and estimated design life stored in the Paragon Cost Catalog are linked to each inventoried component. This provides the information necessary to forecast component renewals by replacement of each building component into the future.

Photos are taken of inventory items where it improves our ability to document material, finish, size, configuration, or location of the item.

Condition Assessment

The physical and operating condition of each inventoried component is assessed and documented after it is inventoried using our Direct Condition Rating (DCR) method, based on standard rating definitions.

The ratings are used (along with other data) to forecast the Remaining Service Life of each inventoried component used in capital renewal forecasting. Paragon automatically records the date of the assessment and the individual who performed it. Where appropriate, we record notes specific to the condition rating.

Calculation of Remaining Service Life

A Remaining Service Life (RSL) is automatically calculated for each component based on the DCR of the component and the date it is rated. Once the record is saved, the software displays a numerical index linked to the condition rating that is used in calculation of Remaining Service Life as a factor of the original design life of the component. The Rating Index is multiplied by the Estimated Service Life (also referred to as the Design Life) for each component, as defined in the Paragon Cost Catalog. The product of this calculation determines the estimated Remaining Service Life (RSL) for each component, from the date it is rated.

Documentation of Work Items

As we observe and document our inventory and condition assessment findings, we also record data describing observed deficiencies. In Paragon, these are called Work Items. Work Items are evaluated in the field by our assessors for potential repair or replacement. Work Items are linked to Budget Categories and Budget Accounts.

For each Work Item, we assign a Work Item Name and describe the Distress Type and Work Category. We prepare a narrative Problem Statement and Solution Statement for each deficiency describing the nature of the deficiency and our proposed method to mitigate the problem. We describe potential code issues if they are observed on any Work Item.

Our assessors will assign a Priority Rating and Impact Type to each deficiency in a consistent manner across all facilities. Priority ratings are evaluated based on the ability to operate each building component in a safe manner and the anticipated potential for failure of systems or components. Forecasts will be made of the likely improved condition of the component after Work Items are completed, providing a simple ability to calculate Return on Investment.

We take digital photographs and link them to each Work Item we record in the field. These photos are used in development of report deliverables.

Data Quality Control Review and Updates

Data collected in the field will be uploaded at the end of each day from assessors' iPads to the Paragon application software housed on the Web. Built-in quality control checks are run from within Paragon DC to ensure data integrity and quality prior to uploading data to the Web application.

Throughout the field data collection period, our Quality Control Team will review the data uploaded into Paragon to ensure data quality. Data will be reviewed using automated data QC tools we have built specifically to support our FCA practice. Manual reviews are conducted as well to identify potential issues that are difficult to find using automated data QC methods.

Issues identified during the quality control reviews are sent back to the assessor responsible for the data. Updates are made by the assessors as required and are reported to the Quality Control Manager.

Data Analysis and Forecasting

Following completion of the field data collection, Work Item cost estimating and data QC reviews, we will use Paragon to analyze the data and prepare reports to meet the Scope of Work requirements for deliverables.

32 Describe any forecasting of potential renovations, upgrades, or modifications

Our data analysis and forecasting typically includes the preparation of two different types of analyses: (1) Requirements Analyses and (2) Forecasts. Both analyses are run over a multi-year period specified by each Client.

Requirements Analysis

The Requirements Analysis includes both cyclical renewal needs and non-cyclical repairs and upgrades. Cyclical needs, which include deferred renewal and capital repairs, are components that require replacement at regularly scheduled intervals. Non-cyclical needs include one-time repairs to extend the life of a component, and upgrades associated with issues such as accessibility and building and safety code non-compliance.

The Requirements analysis allows the Client to identify all backlog and future costs linked to an Asset or a group of Assets over a defined analysis period. Requirements Analysis does not consider funding that may be available over the analysis period, but rather, focuses only on costs for repairs and replacements in the year it is first recommended for remedial action.

Using the Requirements Analysis function, Paragon calculates current and future year costs for (1) deferred maintenance reduction, (2) annual preventative maintenance plus (3) renewal (replacement) costs for components that reach the end of their estimated service life during the term of an analysis period. Requirements considers costs from individual Work Items regardless of if they have been previously assembled into Work Packages.

Budgeting

Using our Budgeting tools, we can create and save various budget scenarios that are associated with selected assets, Budget Categories and Budget Accounts. Budgets can be saved for re-use and can be copied to create new budgets that can be edited. This saves time in not having to create new budgets from scratch.

Forecasting

By applying a Budget Scenario against the Requirements, the software Forecasts a budget-constrained, prioritized plan for spending over multiple years. The term of the analysis period may be set by the user for each forecast scenario.

The Forecasting analysis calculates "costs" from (1) work previously packaged into Work Packages, (2) preventative maintenance costs generated from the Preventative Maintenance table in the System Configuration form, plus (3) recapitalization (replacement) costs for components that reach the end of their estimated service life during the term of an analysis period. The Forecast Scenarios software frame uses a grid to display the history of previously saved forecasts. Once a forecast scenario has been defined, and the calculations have been run, the results of that budget are saved in the Forecast Scenarios frame for future recall and re-use.

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tools	cribe any cost analysis and budgeting you utilize and how the information is ed with stakeholders.	The descriptions below are specific to Paragon, which is the primary software used to support our FCA work if another software platform is not specified for use by the Client.	
		About Paragon Paragon is a web-based Capital Planning and Management System (CPMS) designed specifically to support facility condition assessments and capital planning for asset management. It is used to document the inventory of facility and site assets, evaluate current conditions, estimate cost to repair deficiencies, forecast asset deterioration, and prepare sustainment budgets. The software provides easy access to data about your facilities and assets that allows you to analyze their deferred maintenance and service life. Paragon provides the following features and capabilities:	
		 Enhances investment decisions related to the repair and replacement forecasting of building subsystems and components. Forecasting models are based on data from field assessments that are objective and repeatable, providing a consistent and auditable basis for investment analysis. Client-configurable, multi-level portfolio hierarchy used to navigate among assets. Automatic calculation of Plant Replacement Value (PRV) for any facility type. Calculates industry standard Facility Condition Index (FCI) for any group of assets. Forecasts Estimated Remaining Service Life for facility components based on direct condition ratings. Multi-year analysis at any level of the portfolio forecasts maintenance, deferred maintenance, and component recapitalization at end of service life. 	
		Requires no internal IT support or extra infrastructure. Access to the application is through the Internet and requires only a valid Username and password to run the program. The web-hosted service is security protected.	
		Our assessment findings can be delivered in non-proprietary spreadsheet and text formats, or we can transfer use of our software to our clients for their in-house use to manage inventory changes, corrective work, and to update annual spending plans. The technology we employ provides time saving functional features for field data collection, data management, analysis, and forecasting based on facilities management industry standard metrics and advanced engineering concepts.	
		Paragon has been used to support facility condition assessments and capital asset budget planning for over 550 million square feet in over 35,000 buildings. Users of Paragon come from a variety of business and institutional market sectors, including Fortune 1000 commercial building owners; the Department of Defense; federal, state, city, and District government agencies; state transportation departments; utility service providers; K-12 school districts and colleges and universities.	
provid	cribe your ability and willingness to de your products and services to cewell participating entities.	The services required in this RFP align directly with the primary service offerings of Terracon's Facility Service Division. We are fully able and very willing to offer our products and services to Sourcewell participating entities	*
provid	cewell participating entities in Canada.	Our network of offices is based in the United States. We have provided services to clients with sites in Canada in the past and are willing to offer Facility Assessment and Planning services under the Sourcewell contract to Sourcewell participating entities in Canada.	*
State	ify any geographic areas of the United es or Canada that you will NOT be fully ng through the proposed agreement.	We are willing to serve Clients anywhere in the United States or Canada.	*
Entity your	ify any account type of Participating y which will not have full access to Solutions if awarded an agreement, the reasoning for this.	We can service clients in any business or service sector.	*
restric		There are no specific restrictions or special requirements for participating entities in Hawaii, Alaska or in U.S. Territories. While travel expenses to client sites in these locations will be higher than for U.S. clients on the mainland, these costs will be made part of our proposal offer to those clients with sites outside the U.S. mainland.	*
	Proposer extend terms of any awarded er agreement to nonprofit entities?	Yes. Should we be awarded a Master Services Agreement by a nonprofit entity, all members associated with that entity can be included under the same terms and conditions.	*

Table 4: Marketing Plan (100 Points)

Line Item Question Response *	
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40	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Terracon will market the Sourcewell contract to participating entities through a variety of methods and sales channels. First, we will assign our primary Sourcewell contacts to manage and coordinate the overall marketing strategy for this account on a national basis. The primary Sourcewell contacts will work with local office sales and marketing staff to describe the contracting opportunities afforded by Sourcewell and share the list of participating entities that are within the geographical service area of each office. We will rely on the local offices to further promote this contract to participating entities in their local area through typical sales and marketing outreach methods and programs.
		As we did with our previous contract, we would continue to view the Sourcewell contract as a marketing campaign with integrated tactics that build upon one other to provide the audience multiple ways to engage with Terracon. Our goal is always to have populated content to direct the audience to Terracon.com for more information.
		Some of our goals are listed below:
		1.) Develop and deploy External marketing links to potential members through Sourcewell and Terracon Web services. a. Sourcewell Landing Page b. Terracon Landing Page c. Press Releases d. Social Media Posts 2.) Develop Terracon Content for Immediate Response to Prospect Inquiries 3.) Develop Internal Awareness Campaign 4.) Develop External Targeted Marketing Campaigns.
		Many of the methods we use to market our existing services will be used to market the services we can provide under the Sourcewell contract. This includes both Corporate Marketing support and marketing activities carried out by individual offices. Some of the methods we have employed in the past and are likely to continue to employ include: development of focused collateral material describing our services, posts on Terracon internal web site, adding new content of Terracon public web site, attendance at relevant trade shows, development of articles for publishing in trade journals, conducting educational webinars, and lunch and learn meetings.
		We have correlated the Sourcewell membership list against Terracon's existing list of active clients, determined the matches, and extracted the list of matches by office based on geographical proximity. We have directed local marketing staff in each of the offices to include information regarding our Sourcewell contract when meeting with existing clients going forward.
		Attached please find a number of marketing slicks that describe the various services that are applicable to this contract. These materials can be provided to participating entities after initial contacts are made to help describe the range of services we can provide.
41	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Terracon utilizes our marketing technology stack to create, leverage and improve our marketing activities. Platforms and environments include websites, SEO/SEM, database, email, social media, CRM, and display advertising and marketing as core functions of our marketing program. Our teams utilize different platforms to help us share specific content to target audiences, build our brand voice in digital environments, and share our stories with our clients and employee-owners.
		We are sensitive to data privacy issues and understand the importance of protecting the information provided to us through these various platforms. We utilize these platforms and data to better improve the functionality of our website, improve customer service and client experience, and respond to requests for information. We have no agreements that enable third parties to track or utilize any information that is shared with us through our websites and do not sell, trade or transfer to outside parties any personally identifiable information.
		In addition to traditional marketing data, Terracon utilizes our unique database of historical geotechnical and environmental data, partnered with proprietary Geographic Information Systems (GIS) technology, and public domain information to predict subsurface conditions for our client's projects.
42	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We understand that Sourcewell is primarily involved in soliciting responses to this RFP, and evaluation of qualifications to determine several firms for selection and contract awards. We assume that Sourcewell will announce the list of selected vendors to its list of participating entities and will interface with Terracon on an as-needed basis should questions arise.
		Once awarded a Sourcewell agreement, Terracon will announce the benefits of and sales opportunities internally though our Corporate marketing and information sharing channels. Individuals assigned to manage this contract will organize an information sharing campaign within the company with specific focus on offices within the Facilities Service line. We will amend our current sales and marketing plan to include specific activities focused on mining the Sourcewell contract for new sales opportunities.

	Are your Solutions available through	
	an e-procurement ordering process?	lf
	so, describe your e-procurement system and how governmental and	
	system and how governmental and	
	educational customers have used it.	

Terracon does not use an e-procurement ordering portal for our clients. Clients order our services directly by contacting an office and work through a proposal and contracting process.

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
44	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As an extra service offered to our clients as a contract option, Terracon can train client staff how to enter/update/analyze data and run/export an array of reports from our FCA software. Training is recommended for both field maintenance staff, cost estimators, planners, and management staff. From introductory training to field training on conducting FCAs, to management training on data analysis and budget preparation, we can tailor training to meet our clients' requirements. Training is provided by senior staff within the Facilities Service line who know the FCA software and the Client data. Costs for start-up training in the use of FCA software are in addition to the Lump Sum fee for the FCA work scopes and are based on the duration of training and number of trainers involved. Training fees are calculated using current hourly billing rates plus materials (manuals, training guides, etc.) and direct travel related expenses, if applicable.
45	Describe any technological advances that your proposed Solutions offer.	The underlying intelligence that forms the basis of the current version of the Paragon software we use conduct FCAs was originally developed and released in 1994, specifically to support the requirements of the Navy's Bureau of Medicine and Surgery (BUMED). Two major database platform changes were made in 2000 and 2003 when the database was first migrated to Microsoft SQL Server. The program was revamped and modified for commercial sales and delivery in 2014 to serve the needs of clients across multiple business sectors.
		Paragon has been updated with over 6 major releases and numerous quarterly updates since its initial release to the public in 2014. The current version of the software in use today is version 6.8.3.G.
		Work is currently underway to modify the existing code base with a new release (Version 7) scheduled to be released in the next few months. The Version 7 modifications include updates to modernize underlying data handling procedures to increase speed of the application and simplify code maintenance. New graphical user interfaces are being developed as part of this release. A public facing API is scheduled for this release that will open data connectivity between Paragon and most any third party software application without custom programming requirements. Numerous functional enhancements are scheduled as part of the V7 release based on user input and knowledge gained over the past few years regarding the addition of an asset grid, cost catalog improvements, automatic audit trail tracking of data changes, improved cost estimating and quality control processes.
46	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Terracon is committed to purchasing sustainable office supplies, recycling, electronic delivery of reports. In addition, Terracon has a formalized sustainability policy surrounding waste management and recycling as well as energy consumption (including technology or equipment upgrades) and greenhouse gases.
		In 2023, Terracon conducted a GHG emissions baseline to understand our carbon footprint and scope 1 and scope 2 emissions sources within our control (e.g., our fleet and electricity used in our buildings). Annually, Terracon has a formal GHG program that analyzes our scope 1 and 2 GHG emissions.
		39 offices have Green Teams. These local, grass-roots teams are part of being Best at People by giving employees a way to connect and make an impact in their local office and community. Green Team members can also work with office leadership to reduce our environmental impacts and are a great way to build community and strengthen our team culture.
		By focusing on the concepts of reduce, reuse, and recycle, Terracon is committed to achieving sustainable business practices while simultaneously providing our clients with sustainable, cost-effective environmental and geotechnical solutions. We incorporate waste minimization and energy efficiency practices into our day-to-day operations, we work closely with clients to provide them with solutions that incorporate sustainable design and principles into their deliverables. We recycled 4,621 metric tons of concrete in 2023. This is aligned with UNSDG 12 Responsible Consumption and Production and Terracon's commitment to sustainability. We educate and encourage our employees to respect the environment and contribute to sustainability at work, at home and in the communities in which they live.

47	Identify any third-party issued ecolabels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Terracon has been reporting and disclosing ESG efforts to third-party evaluators since 2019. Our EcoVadis rankings have maintained a responsible level amid increasing expectations and improvements within the marketplace (bronze medal recipient 2019, 2021, 2022 and 2023). Similarly, CDP ranks firms based on their progress from the lowest level of basic disclosure to the highest level of industry leadership. We're in the mid-range of our journey, ranking in the "awareness" category, having made great strides in our second year of reporting.	*
48	Describe approaches used by your company to align recommendations with an owner's sustainability goals.	Work scopes generated by facility owners who wish to conduct Facility Condition Assessments of their properties are more frequently including requirements for evaluation of the sustainability of their real property portfolios. Sustainability often means different things to different owners. Terracon is able to provide adjunct services to meet these needs. Whether the request is for energy audits or resiliency studies, Terracon can tailor its service offerings to meet Client requests.	
		Within our FCAs, we have the ability to evaluate current deficiencies as potential Green Opportunities that can be categorized as Energy Efficiency, Water Conservation, Indoor Air Quality and Environment, Site Sustainability and Materials and Construction. Each of these categories can be evaluated against multiple characteristics appropriate to each category. This data can be used in prioritizing Work Item repairs going forward, which will bring sustainable remedial options to the top of the list for potential funding.	
		We can also evaluate redundancies of systems required for maintaining buildings in operational condition during adverse conditions.	
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Terracon's demonstrated technical competence lies in two areas: 1) Delivery of Facility Condition Assessments for high-level, complex, operationally sensitive and occupied buildings. Also, Terracon's Facilities Division is unique in that we carry real-world experience in the multiple specializations required to understand a building and its operational requirements. Our on-staff specialists in MEP, Structural, Architecture, Roofing, Building Envelope and Pavements form the basis of that technical competence that is validated by our past project delivery success.	
		Additionally, 2) the management personnel designated for the delivery team on our projects are all versed in Facility Condition Assessment and overall Facility Asset Management Programs. Few can compare to the specialized technical competence and the detailed understanding of how to use the condition assessment data moving forward to actual planning and program implementation. Our history of condition assessment experience is supported by actual remedial design and capital project implementation for our clients providing a unique understanding of asset management.	*
		Our assessors, who are key staff in the performance of our FCA services, are very familiar with day-to-day facility management operations, building design and construction and can discover and report the kind of information only found through years of experience and "eyeson" surveys in the field. Our assessment teams include professional engineers and architects who bring an even greater depth and expertise to problem solving. They can also provide commissioning, data analysis and planning as well as training and any other facility condition assessment related services that may be required by our Clients.	

Table 5B: Value-Added Attributes

Line	Question	Certification	Offered	Comment
Item				

50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available.		C Yes	Terracon Consultants, Inc. (Terracon) is a large business consulting engineering firm providing facilities, environmental, geotechnical, and materials services to federal agencies, commercial and institutional clients since 1965. Terracon's inclusive policies and robust Supplier Diversity Program (SDP) supports small business participation in all diversity categories including: LGBT-Owned (LGBT), Disabled-Owned (Disabled), Service-Disabled Veteran-Owned (SDVET), Veteran-Owned (VET), Women-Owned (WBE), Minority-Owned (MBE), Self-Certified Small Disadvantaged Business (SC-SDB), Hubzone (Hubzone) and Small (Small). We encourage small business participation through this database of diverse companies nationwide.
	Select all that apply.			Our SDP is focused on proactively managing regulatory requirements at the local, state, and federal level; managing contractual reporting of diverse spend; supporting cost savings and innovation to small business and procurement opportunities and supporting Terracon's community relations and corporate social responsibility. Terracon's SDP platform accurately maintains records concerning information on diverse suppliers (portal registration and profile completion), certifications and calculating diverse spend reporting per project category/classification (purchase orders and invoicing) thru the Coupa Supplier Portal Platform.
				As a large business, Terracon provides a deep bench of resources for our small business partners, and we are accustomed to making these relationships successful. Currently, we have hundreds of contracts that comply with local, state and federal small business goals and have Small Business plans for larger federal projects for USACE, GSA, FDIC and USPS programs. The percentage of work each member of the team is captured in the SDP database and measured against the goal. Terracon is committed to supporting Bryan Builders Diversity goals through our SDP platform and we will provide a diversity champion to manage and audit our company's performance and Small Business utilization.
				Terracon is not a certified DBE. However, it is our policy to strongly support minority, disadvantaged and small business development programs sponsored by local, state, and federal agencies. We have active working relationships with numerous small and disadvantaged businesses.
				Terracon actively recruits qualified minorities and practices fair hiring principles, following a thorough EEO/Affirmative Action Plan demonstrating our good faith efforts to remove identified barriers, expand employment opportunities, and produce measurable results.
				Supplier Diversity Reporting. Terracon only reports supplier diversity if it is required under a particular contract, and we only report the spending under that contract or client. We do not provide supplier diversity numbers company wide. The frequency of the reporting is based on the contract requirements. We only report direct spending.
51		Minority Business Enterprise (MBE)	C Yes ⓒ No	See response to Question 50
52		Women Business Enterprise (WBE)	○ Yes ⓒ No	See response to Question 50
53		Disabled-Owned Business Enterprise (DOBE)	C Yes	See response to Question 50
54		Veteran-Owned Business Enterprise (VBE)	C Yes ● No	See response to Question 50
55		Service-Disabled Veteran-Owned Business (SDVOB)	ெYes No	See response to Question 50

56		∩ Yes No	See response to Question 50
57		○ Yes • No	See response to Question 50
58		∩ Yes • No	See response to Question 50

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Payment Terms Payments are due upon receipt of invoice, Net 30.
		Accepted Payment Methods Terracon's preferred methods for receiving payments are via Automated Clearing House (ACH), wire or paper check. Payments sent via ACH may include EDI remittances, or remittances may be emailed to AcctRec@terracon.com.
		Listed below is language from our standard Agreement for Services that describes our position on compensation and payment terms.
		"Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly, and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties."
60	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing or financing options are not made available to Clients for the services Terracon provides.
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	See attached our standard Services Agreement that we offer to Clients who do not insist on using their own contract documents.
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Terracon does not accept the P-card in our procurement or payment processes.

63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing Method Terracon's prices for Facility Asset Management services are typically offered on a Lump Sum fee basis. The fee is calculated based on the size of the facility portfolio (number of buildings, building square footage, site size, etc.), site location(s), the specifics included in each client's Scope of Work, and schedule constraints. Labor fees are estimated based on task level and time-motion calculations we have compiled over years of executing these types of projects. Labor effort (hours) is based on the estimated number of inventory and Work Item records to be collected in the field, on-site data review, on-site Client interviews, travel time between buildings and sites, and daily mobilization time to each site. Calculated labor hours are summarized for each individual assigned to the project and are multiplied by the hourly labor book rates assigned to each project member. Expenses, such as travel, are based on our estimated costs for airfare, lodging, food, rental vehicles, and any other specialty items that may be required to meet the work scope, from Web site research. Expenses are typically marked up from our actual costs to cover overhead and processing effort. Our standard 2024 Labor Fee Schedule is attached for labor categories likely to be assigned to projects under this contract. For projects that include software delivery to our Clients, Paragon is distributed on a subscription basis as Software as a Service (SaaS). SaaS is a distribution model where the software is hosted by the developer (or other third party) and made available to multiple subscribers over the Internet. The Subscription Agreement providing access to Paragon as well as Maintenance and Technical Support Services runs for a period of one year from the contract date of each project and is automatically renewed on an annual basis unless a written request to not extend the agreement is made in writing by the subscriptor within 60 days of the renewal date. First year subscription fees are based on the size (square f	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts proposed against our Standard Labor Rate Fee Schedule are shown in the attachment made in response to Question 63. Compared one by one, our Sourcewell rates are discounted anywhere from 22% to -4% against our standard rates for the same labor category. On the average, hourly labor rates offered to Sourcewell members are capped at a rate that is 10% below our standard publish rates. Labor rates typically are escalated each year in the second quarter, typically at a rate of 3% from the prior year.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	The annual subscription cost for the Paragon software is based on the square footage of the portfolio included in the project scope. Pricing is calculated based on a cost per square foot basis. Pricing is structured on a sliding scale, where the unit cost per square foot is reduced as the size of the portfolio increases. Costs are based on the actual size of the portfolio, rounded to the nearest 100,000 square feet. Annual subscription renewals are	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	charged at a rate of 20% of the first year subscription fee. Terracon will supply a quote on an as-requested basis for "sourced" products or related services.	*

67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All fees are included in our project specific quotes, including all, equipment, labor, services and direct project related expenses.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping is not applicable to the cost of our services.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping is not applicable to the cost of our services.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Deliverables from our services are typically written reports that are delivered via email or through a specific delivery portal maintained by Terracon. Access to our FCA software is made available to individual users of each Client via the Internet , under password protection.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	State government reporting is handled by the individual office that is responsible for the contract. Government Compliance can assist each office in gathering needed information. Proper pricing is the responsibility of the office proposing a project opportunity and invoicing the contract. This may be at the office level or the corporate level, depending on the invoicing type.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	 Gross fee generation Net fee generation Review of timeliness for project deliverables Client surveys Direct client feedback 	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Where acceptable by State law, Terracon proposes to offer an administrative fee equal to 2% of our actual fees generated from direct client sales for Sourcewell's work in facilitating, managing, and promoting this Contract.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74		See the 2025 Sourcewell Labor Rate Schedule located in the Documents tab.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	The primary focus of the Sourcewell contract is for Facility Condition Assessments. Terracon's facility assessments are performed in general conformance with ASTM E 2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process. FCAs are primarily directed at noting construction defects; components which appear to exhibit less than expected useful service life or which have been poorly maintained. Typical FCAs are conducted based on visual, non-destructive inspection techniques, interviews of persons knowledgeable regarding the construction and maintenance history of the facilities, and review of existing building data and maintenance history. An FCA includes the systematic inventory of building and site infrastructure components, determination of operational condition, documentation of observed deficiencies, and development of multi-year, prioritized forecasts of costs for maintenance, repair, and capital renewal. We specifically inventory facility assets by its component parts, defining type, age, and quantity, and then quantify facility renewal people and non-quality repairs and rectoration.
		conditions in terms of cyclical renewal needs and non-cyclical repairs and restoration. Our deliverables classify, rank, and prioritize facility components with respect to

deficient conditions and prioritize correction projects by severity, risk, cost, and anticipated lifecycle.

Our assessments are performed by teams of architects, engineers, and facility specialists experienced in each of the building and site systems we assess.

What our FCA Includes

- · Pre-assessment Kick-off meeting to initiate FCA planning activities.
- Review facility background documentation (site plans, architectural drawings, prior studies, equipment lists, etc.)
- Interview staff with knowledge of the construction and maintenance history of each facility.
- Collect information describing past, current and/or planned Capital projects and maintenance activities.
- Establish facility hierarchy for data collection, storage and reporting.
- Digital photographs to document existing field conditions.
- Compile an inventory of building components, equipment, and infrastructure assets of each property.
- Non-destructive visual inspection to identify component-level deficiencies and lifecycle conditions.
- Rate the existing condition of inventoried components to calculate an estimated Remaining Service Life.
- · Calculate a Facility Condition Index (FCI) for each building and building system.
- Prioritize repair and replacement projects based on impact, criticality, and risk reduction strategies.
- Generate Requirements analysis with costs for deferred maintenance, preventive maintenance, and life cycle renewal.
- Develop multi-year budgets by spending category and account.
- Provide a prioritized Forecast to strategically reduce the current backlog of deferred maintenance and fund future needs.
- Create one central depository of data on critical building systems, life expectancy, and capital investments.

The financial plans we generate include forecasts of estimated capital investments required to address both cyclical renewal needs and non-cyclical repairs and restoration. These forecasts give facility owners the ability to compare multiple "whatif" funding strategies that helps them optimize their plans for asset preservation. Our work supports client development of long-term financial plans that protect the value of facility assets.

Our assessment findings can be delivered in non-proprietary spreadsheet and text formats, or we can transfer use of our software to our clients for their in-house use to manage inventory changes, corrective work, and to update annual spending plans. The technology we employ provides time saving functional features for field data collection, data management, analysis, and forecasting based on facilities management industry standard metrics and advanced engineering concepts.

Terracon FCAs are supported by specialty software for field data collection, data storage, analysis, and reporting. Photographs collected during the assessment are linked to individual building and site infrastructure assets, inventory components or work item deficiencies we record, are stored in the FCA database, and are included as part of our deliverables. Other electronic files we gather can be linked to specific data records and serve as a Document Management system.

Additional Services Offered Beyond FCAs

As a full scope, national consulting firm, Terracon provides many services beyond those included in a typical FCA. The paragraphs below describe other services we provide in the areas of environmental evaluations, energy consulting services, and design that we can provide to Clients, if needed. We have limited the services described below to those most relevant to facility related evaluations.

Accessibility Compliance and ADA Surveys

The Americans with Disabilities Act (ADA) is a civil rights law that was enacted in 1990 to provide persons with disabilities with accommodations and access equal to, or similar to, that available to the general public. Title III of the ADA requires that owners of buildings that are considered to be places of public accommodations remove those architectural barriers and communications barriers that are considered readily achievable in accordance with the resources available to building ownership to allow use of the facility by the disabled. The obligation to remove barriers where readily achievable is an ongoing one.

The determination as to whether removal of a barrier or an implementation of a component or system is readily achievable is often a business decision, which is based on the resources available to the owner or tenants, and contingent upon the timing of implementation as well.

As required by the ADA, the U.S. Architectural and Transportation Barriers Compliance Board promulgated the Americans with Disabilities Act Accessibility Guidelines. ADAAG provides guidelines for implementation of the ADA by providing specifications for design, construction, and alteration of facilities in accordance with the ADA. The ADAAG was superseded by the 2010 ADA Standards for Accessible Design. These guidelines specify quantities, sizes, dimensions, spacing, and locations of various components of a facility to be compliant with ADA regulations.

Terracon's service offerings can assist building owners identify facility barriers and help them understand the potential cost implications of renovations to gain regulatory compliance. Our services can assist with, but not limited to:

New construction projects related to ADA Title II for state and local government

- New construction projects related to ADA Title II for state and local government programs and services, ADA Title III for public accommodations and commercial facilities, and federal government projects utilizing the ABA, UFAS, and/or ADA/ADAS
- Alterations or improvements: parking lot (pavement, slurry, coat, slurry seal, seal coat, restriping, curb ramps, communication features, detectable warnings); property owner and interior tenant building improvements
- Review of existing site conditions or existing interior facilities Accessibility requirements related to, triggered by, or part of other field work (i.e. geotechnical/soils; civil for grading; building envelope for doors and windows; building, green, or energy code related features or functions, PCA's or FCA's, etc.)

The baseline ADA due diligence is a Visual Accessibility Survey consisting of a limited scope visual survey and completion of the checklist provided herein. The baseline scope of work excludes limited measurement and counts. The Uniform Abbreviated Screening Checklist for the 2010 Americans with Disabilities Act may be used as a screen to assess the condition of the subject property with respect to the design and construction requirements of ADA. More detailed assessments may be needed to satisfy the risk tolerance and desired level of due diligence of some Clients.

Building Code Compliance Review

ASTM Standard E2018 – 15 includes requirements for consultant performing property condition surveys in compliance with the standard to solicit and review: base building certificate of occupancy, outstanding and recorded material building code violations, and recorded material fire code violations. This effort is typically completed by making inquiries at local building departments and providing records describing any findings.

From time to time, owners requesting an FCA of their facilities will include language describing some level of review for building code compliance. The specific requirements defined by the RFP will determine the level of detail required by the review. In most cases, owners request that the FCA include documentation of any visually obvious code violations, and recommendations of how to mitigate the non-compliance.

Asset Tagging and Bar Coding

Asset management, in its most basic form, is simply the knowledge of what you have and knowing where it is. While more applicable to inventory management of moveable products, some owners have adopted the use of bar coding as an option while conducting a baseline FCAs. This is most often seen when the owner has a direct link between assets and a computerized maintenance management system, or CMMS that tracks maintenance actions on discreet pieces of equipment.

Populate Data in Client CMMS System

A number of RFPs for FCA services contain requirements that the findings of the assessment be populated in the Owner's existing CMMS. If the CMMS program is not used as part of the data collection, it must be determined up front as to what data is to be migrated to the CMMS. Terracon's FCA software is able to export data to an Excel file in .csv format. This is the simplest manner of exporting data from an FCA data collection tool for import into a CMMS.

For clients who desire real-time data transfer between two software systems, Terracon can design , develop and deploy an Application Programming Interface (API) to facilitate this type of "live" data sharing between two programs.

Hazardous Materials Evaluation

Similar to code compliance review surveys, some FCA RFPs include requirements to document hazardous materials. This scope may include documentation of data provided by the owner from previous surveys, or current visual observations and/or testing to confirm the presence of hazardous materials.

Evaluation of Maintenance Processes and Procedures Some FCA work scopes include a separate assessment of the owner's facility maintenance and management organization, structure, work processes and procedures, and performance indicators. Terracon is able to review the systems supporting the facility maintenance and management function including, but not limited to, work order requests and tracking, customer service, and key performance measures. Typically, the scope of this work includes providing recommendations for potential improvements regarding the facility maintenance and management organization, workflow processes and information systems, and other potential process improvements.

Development of Preventative Maintenance Guidelines

From the inventory list developed as part of an FCA, Terracon can identify a sub-set list of components and systems typically requiring routine or preventive maintenance to ensure continued function of the building in which they are located, as well as meet regulatory requirements. Work to complete this task will include the following:

- 1. Development of general Preventive Maintenance (PM) Task List for each type of component or system in the program.
- 2. Estimate the labor hours for performing each task.
- 3. Document the frequency and 5-year reoccurring labor requirements for executing the PM Task List.
- 4. Document the minimum Labor Skills required to execute the PM Task List.
- 5. Provide Position Descriptions for labor required to execute the PM Task List.
- 6. Document the current labor rates of Client staff assigned to current PM tasks.
- 7. Document labor rates for skilled professionals necessary for executing tasks not currently being performed by Client staff.

Asbestos Surveys and Abatement Consulting

Terracon is one of the largest asbestos consulting service providers in the U.S. Our team of experienced, accredited inspectors and project managers perform inspections, evaluate compliance with applicable regulations, and recommend strategies to manage hazards during normal occupied operations or prior to renovation or demolition projects. Terracon's IH team has managed some of the largest asbestos and lead abatement projects ever performed. Our reputation with building owners and contractors as a turnkey, cost-effective project management firm sets us apart from our competition.

Terracon's inspectors perform surveys and collect samples of suspect asbestos-containing building materials (ACBM) in schools, commercial and municipal buildings. The asbestos surveys follow the guidelines established under the U.S. Environmental Protection Agency's (USEPA) Asbestos Hazard Emergency Response Act (AHERA) program, and as required by USEPA regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). All Terracon inspectors are licensed and certified as required by federal and state regulations.

Lead-Based Paint Risk Assessments and Inspections

Terracon's Risk Assessors and inspectors perform LBP risk assessments and inspections in accordance with state, the USEPA and/or the U.S. Department of Housing and Urban Development regulations. Inspections are performed in buildings utilizing an X-ray fluorescence analyzer (XRF) to test painted surfaces in each sample location. XRF technology is a non-invasive, non-destructive means to determine presence of lead in paint, even in painted surfaces several layers below the surface. Terracon has the expertise to also test surface dust, water, and bare soil for lead content.

Workplace Health and Safety Evaluations

Terracon's nationwide staff of industrial hygiene (IH) professionals help our clients manage health and safety risks and regulatory compliance by performing workplace evaluations that pinpoint hazards and assess program effectiveness. From chemical exposure and hazardous noise, to asbestos, lead, and confined spaces, each member of Terracon's IH team is reliable, responsive, and resourceful – always striving to provide high-quality, cost-effective service.

Indoor Environmental Quality Evaluations

Terracon's IH team has extensive experience analyzing non-industrial environments to identify factors that contribute to poor indoor environmental quality. We evaluate heating, ventilation, and air-conditioning systems and workplace atmospheres for common indicators of impaired air quality such as carbon dioxide, carbon monoxide, temperature, and humidity. Terracon also conducts air sampling for workplace chemicals, radon, and bio-aerosols such as dusts, mold, and rodent allergens.

Leadership in Energy and Environmental Design (LEED)

Terracon can be a cost-effective resource to assist your project in obtaining LEED status. LEED promotes a "whole-building approach" to sustainability. The five areas of environmental and human health that LEED recognizes include sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.

Mold and Indoor Air Quality Services

Indoor air quality (IAQ) in non-industrial environments is gaining attention as workers, tenants, and building occupants are experiencing health symptoms attributed to poor indoor air. Employers, property managers, and building owners are becoming increasingly concerned about IAQ issues.

Undesirable conditions such as odors, occupant perceptions of poor air quality, and visible mold growth are generally indicators of a breach or failure in one or more building systems. Improperly functioning heating, ventilating, and air conditioning (HVAC) systems and deficiencies in building operation, maintenance, design, or construction can contribute to excess moisture accumulation, building-related health complaints, and indoor mold growth.

Terracon utilizes a multi-disciplinary approach to assess and address the root causes of IAQ problems. Our industrial hygiene staff focuses on recognizing and evaluating potential hazards that can affect employees or occupants. We can also draw upon the expertise of our facilities engineering group to identify building deficiencies and operations that can indicate potential health concerns. Working together, these specialists can pursue the causes of complaints and provide practical recommendations to correct building-related IAQ problems.

MEP Consulting Services

One of the largest challenges and expenses in facility maintenance is the operation and distribution of energy-consuming systems including heating, ventilation, and air conditioning (HVAC); interior and exterior lighting; and domestic water service. Today's building occupants increasingly expect high efficiency, sustainability, and performance in mechanical, electrical, and plumbing (MEP) systems. These expectations extend to the long-term maintenance of these complex and evolving systems.

Just a few of the services we provide to clients related to MEP consulting are listed below. Making recommendations for Energy Conservation Measures (ECMs) would typically be included in one of our many ASHRAE-based energy audits.

- **LEED Consulting**
- Air quality testing and assessments
- ASHRAE Level I, II, II energy audits
- Benchmarking
- Building energy performance assessments
- Commissioning and retro-commissioning
- MEP diagnostics, assessments, and investigation HVAC system diagnostics
- Life cycle cost analysis
- MEP design for retrofit and renovation
- Whole building testing (air leakage)
- Remedial design and construction administration
- Air barrier and building pressure testing and diagnostics

Our engineers make assessments and diagnostics to provide informed, common sense recommendations. We do not assume that a system replacement or upgrade is the only answer. We are sensitive to your budget and begin with no-cost and lowcost options prior to recommending projects with higher capital investments and longer return on investment (ROI) periods.

Building Enclosure (roofs, walls, and waterproofing) Consulting Services A building enclosure should be a facility owner's best asset: a multitude of interconnected systems working efficiently to create a comfortable, healthy environment for occupants and maximize your return on investment. However, design flaws or inadequacies, unproven products and installation methods, or improper maintenance can lead to unintended and often serious consequences for your facility, including:

- Uncontrolled air and water intrusion
- Premature deterioration of structural and finish components
- Mold arowth
- Poor indoor air quality Production downtime
- Costly investigations and repairs
- Increased energy costs
- Decreased worker productivity

Whatever the problems - and whatever their cause - the bottom line is the same; they need to be resolved, typically sooner rather than later. Listed below are just a few of the many services we offer our clients in the area of Building Envelope Consulting Services. While we typically do not provide architectural design services for complete, new facilities, we do offer design services for remediation of existing issues related to building roofs, walls, and waterproofing issues.

- Building enclosure systems condition assessments Building enclosure commissioning (BECx)
- Roof and wall asset management

- Functional performance testing
- Remedial design and construction documents
- Construction observation/quality assurance
 Construction-phase administration and management
- Peer review design documents
- Product submittal and shop drawing review
- Construction progress meetings
- Mock-up construction review and testing
- Warranty review

Terracon's facilities professionals understand the complexities of building enclosure materials, components, and systems. Our national team of experts routinely performs evaluations and investigations to identify deficiencies and provide solutions that increase performance and reduce operating expenses and potential liabilities. Our knowledge and direct experience with how various building systems perform and interact in real-world conditions allow us to provide you the effective, holistic solutions needed to maximize your facility's functionality, cost efficiency, and usable lifespan.

Pavement Management Technology

Terracon's Pave-Al's pavement management technology is based on a unique combination of a low-cost and versatile imaging setup, closely coupled with state-of-the-art CNN (Convolutional Neural Net) deep learning algorithms for automatic flaw detection and estimation of a digital PCI (Pavement Condition Index) for asphalt and concrete parking lots, roads and airfields.

Key elements of this end-to-end capability are described below as follows:

Imaging: The first step in the process involves use of an easy-to-use GoPro based imaging system that can readily be attached to any vehicle and used for safe and rapid capture of oblique imagery of the pavement surface to be inspected.

High-resolution orthomosaic: Next, the imaging video is pre-processed and subsequently converted into an extremely high-resolution ortho-rectified mosaic at 2mm/pixel.

Remote inspection and collaboration: The orthomosaic can then be used for remote inspection and collaboration by the internal team, as well as with external clients, suppliers and partners through standard annotation and measurement tools.

Automatic Al-based flaw detection: The next key step in the process utilizes Pave-Al's proprietary CNN algorithms for automatic detection of pavement flaws such as alligator, edge and longitudinal / transverse / diagonal cracking, patching, potholes, etc. at low, medium and high severity levels per representative ASTM standard (e.g. D6433-18 "Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys). The algorithms have successfully been trained on large amounts of test imagery for each flaw type and allow for rapid and objective detection and classification of ALL flaws in the entire area of interest (versus manual identification of limited sample areas).

The individual flaw layers can be overlaid on the orthomosaic and presented as a distress map that allows for easy selection and viewing of particular features of interest.

PCI estimation: As shown below, the last step in the process involves breaking up the pavement section into tiles per the ASTM standard and using an automatic codified algorithm to create a digital PCI score for the entire area (thereby providing more detail and granularity that is available today using conventional manual methods to obtain PCI scores for a small sample area of the parking lot, road or airfield).

Site Selection - Stage 1

Our innovative Stage1 technology platform unlocks powerful, site-specific data and anticipated subsurface conditions allowing you to quickly advance into planning and preliminary designs and budgets without us setting foot on a client's jobsite.

Terracon's historical project data, more than 700 nationwide public and private data sources, and the expertise of Terracon's environmental and geotechnical professionals. Begin your research via our engaging, online experience and then receive your easy-to-read report. We'll provide you with a greater understanding of expected conditions and constructability concerns, an overview of potentially significant issues, and, for your next steps, a Smart Work Plan to proceed.

Using our historical data, published information, and the experience of a local geotechnical

engineer, we can provide a report of expected subsurface conditions at the site. We address

		the geologic setting, groundwater, subsurface soils, underlying rock (if applicable), and the potential impacts that geotechnical considerations will have on future development of the site. We review limited historical aerial imagery and discuss apparent previous site usage. We also discuss foundation concepts and applicable construction considerations. If development plans are available, we will utilize our historical knowledge and professional expertise to provide a smart work plan appropriate for the next phase of your project. Site Selection - Pivvot Deliverables Terracon owns Pivvot, a location intelligence software that expedites and streamlines siting, routing, and potential suitability for many types of projects. Pivvot reporting can be included in Stage1,enhancing your evaluation with hundreds of data layers, helping to identify and visualize potential areas of concern.	
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	 Facility Condition Assessments Energy and Water Conservation Measures and Energy Audits Accessibility Compliance Surveys (ADA and State requirements) Preventative Maintenance Plans Building and Fire Code Compliance Reviews Space Utilization Planning Lifecycle Cost Estimating Asset Management Planning Project and Program Management 	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Facility and building condition assessment and auditing	ତ Yes ୁ No	See standard description outlined in the answer to Question #75.	*
78	Energy, utility, and emissions assessment and planning	© Yes C No	With a growing focus on sustainability, building owners and property management companies have shown an increased interest in assessing their facilities for ways of improving energy and water efficiencies. Areas of interest include: • Performing energy and water audits and benchmarking to develop potential opportunities to reduce operating costs and positively affect annual budgets. • Performing building energy and water efficiency studies, developing potential energy and water conserving opportunities, conducting associated life cycle costing and estimated rates of return, conducting carbon footprint analyses, and conducting greenhouse gas emission studies to assist building owners towards achieving energy and water usage goals and sustainability goals. Energy and Water Usage Audits Energy and Water Usage Audits Energy and water usage audits vary in scope and complexity, and typically require an assessment and inventory of all energy consuming systems and processes within a facility, as well as the building envelope and water usage, mechanical HVAC, lighting, and plumbing. Terracon's energy and water audit services include:	
			ASHRAE Preliminary, Level I, II and III energy audits	

Terracon has vast experience performing workplace health and safety evaluations and project design and management for clients ranging from Fortune 500 companies to local small businesses in a wide range of market sectors, including power production, oil and gas exploration, manufacturing, petrochemical refining, healthcare, colleges and universities, railroads, mining, aviation, shipping, food production, and retail. Listed below are examples of a few on the many varied services we can provide related to site and safety inspections.

• Training records (both company mandated, and OSHA/state mandated)

- Safety Policy Compliance (for example no live work, use pf spotters, etc.)
- PPE usage and availability (fall harnesses, gloves, high vis, etc.)
- Testing of eye wash stations
- Clearly marked lanes for walking
- Limited Fire code compliance
 Placement of exterior ASTs
- o Location of Fire Extinguishers and documentation of inspections
- o Documentation of fire alarm testing
- o Access to emergency exit doors
- Signage (eye wash, spill kits, exits, etc.)
- Compliance with

records/documentation requirements

- o Registrations
- o Permits
- o Waste Manifests
- o Training Records
- Location of response kits (first aid, spill kits, sharps containers, etc.)
- Waste area compliance
- o Main waste area
- o Satellite area
- o Waste Segregation
- Site walk to observe construction activities from a safety perspective. We would stop activities or shut down the site as needed.

Limited Local Building Code Analysis The purpose of the code analysis is to determine if the facility is in general conformance with governing municipal and adopted building codes, in effect. We may make contact by phone or make written requests to the appropriate local agencies.

A building code specialist will be utilized to perform a municipal and building code analysis that will determine and identify potential nonconformances noted between the existing conditions and the governing codes. We will inquire concerning the status of Certificates of Occupancy, and whether there are outstanding permits, inspection reports, or other written records pertaining to municipal and building code compliance available for the property. We intend to review drawings, specifications, plans, permits, testing, or other inspection reports on file at local and governmental agencies. If significant municipal and building code deficiencies are noted, recommendations for necessary changes or further assessment will be provided including an opinion of costs for necessary modifications, upgrades, or review. Our review is not intended to be a detailed or comprehensive analysis.

We will initiate inquiries with the governmental agencies regarding zoning of the property for compatibility with the existing codes and requirements. We will determine in which flood and seismic zones the

construction of additions or acquisition of new facilities) over the short-term

		1	
81	Geographic information system (GIS) services	© Yes ○ No	Terracon leverages best-in-class software technologies, data, and talent to support various projects and clients, including facility asset management. Geographic Information Systems (GIS) are commonly used to help collect, manage, analyze, and communicate the location and condition of facility assets. Using both open-source and ArcGIS technologies, Terracon delivers informative data products and solutions to help our clients drive actionable outcomes from our engineering and consulting engagements. Our teams work to understand project and system requirements to deliver the right solutions and data for each client. We support multiple options for project delivery and systems integration and are committed to ensuring successful outcomes for our clients.
			GIS Support of Facility Condition Assessments Terracon uses both terrestrial and aerial sensing technologies to capture and document the condition of facilities in support of FCAs. We use our own proprietary machine learning models and other 3rd party software tools to process and analyze high- resolution imagery to identify different types of pavements and building distress. Our ability to manage and communicate data from these assessment activities allows our clients to understand where to target capital investment and planning for ongoing maintenance and improvements.
			Asset Inventory and Inspection Terracon has performed hundreds of projects that require the inventory of asset types and locations across large facility campuses, municipalities, school districts, and state Departments of Transportation. These assets frequently require periodic inspections, including documentation of condition and other engineering observations. Using a combination of desktop and field methods, Terracon provides efficient solutions to inventory assets and document inspections. Asset inventory and inspection records can be delivered in the form of customized reports and interactive dashboards that help communicate the data to achieve desired project outcomes. Recent asset inventory and assessment projects include one of the largest school districts in the US and for a portfolio of large theme parks in the Southest US.

82	Feasibility, sustainability, and lifecycle assessment	ତ Yes ୯ No	These services are typically made part of a full scope facility condition assessment. Additional data is collected during the course of the FCA to help in the evaluation of feasibility and sustainability of planned construction. Lifecycle assessments are conducted as part of every FCA, looking 10 or more years into the future for Capital Renewal requirements and associated costs.
83	Asset, capital, and deferred maintenance planning and asset classification	© Yes ○ No	These services are typically made part of a full scope facility condition assessment. Forecasted costs for repairs, replacements and preventative maintenance are calculated for each component included in the inventory and are made part of a Capital Improvement Plan (CIP). CIPs can be run for any length of time, but a 10 year study period is most common.
			As for asset classification, inventory data collected as part of a Terracon FCA is organized and reported using the UNIFORMAT II coding methodology in general accordance with ASTM E1557-Standard Classification for Building Elements and Related Sitework-UNIFORMAT II. "The classification serves as a consistent reference for analysis, evaluation, and monitoring during the feasibility, planning, and design stages of buildings. Using UNIFORMAT II ensures consistency in the economic evaluation of building projects over time and from project to project." (ASTM E 1557-05)
			To collect and record our inventory information, the construction of each building will be broken down into its various components (Level 5), organized within sub-elements (Level 4), individual elements (Level 3), group elements (Level 2) and major group elements (Level 1). In a standard FCA, we typically generate most of the facility inventory at Levels 4 or 5.
			For each component or sub-element, we will record data describing its size or quantity and its year of installation (age). Inventory may be grouped by Section, where appropriate, based on differences of physical, operational and age characteristics. A current replacement value and estimated design life is linked to each component and stored in the Paragon Cost Catalog. This provides the information necessary to forecast component renewals by replacement of each building component into the future.
84	Benchmarking services and quality assurance	© Yes ○ No	Benchmarking Services We can compare the findings of our FCAs , especially cost data, against published data from reputable sources. Information such as cost per square foot for sustainment, capital renewals, and preventative maintenance can be compared

against unit rates published for these activities grouped by various building types.

Quality Assurance
The management and technical
functions of all our projects operate
under Terracon's quality control/quality
assurance (QA/QC) policy and
procedures. The program within
Terracon assigns the responsibility of
quality control to the project manager,
with support and oversight by the
project principal/Approved Project
Reviewer (APR). The following
elements of quality control are
addressed during each project:

- Operational procedures and Qualifications of personnel
- Condition and accuracy of instruments and equipment
- Standard materials and Statistical evaluations
- Supervisory review of technical procedures and documents
- Data recording, identification, security, checking, routing, filing and disposition

Terracon believes that all project documents rendering professional opinions or recommendations provided to clients should not rely solely on the judgment of one individual practitioner. Our basic philosophy behind the selection of Authorized Project Reviewers is founded on the premise that our clients and technical staff each benefit by incorporating the direction and oversight that our most experienced professionals contribute to a project. To maintain quality and consistency of our services, Terracon remains highly selective as to which senior professionals are appointed as Authorized Project Reviewers. It is also important to understand that by limiting the number of Authorized Project Reviewers across Terracon, we are better able to control the consistency of our professional judgment, delivery of our services, and development of our technical staff.

To ensure that project and QA/QC requirements are achieved, our Project Manager is accountable for the overall quality of the project. The Project Manager is also responsible for verifying that the applicable quality control criteria, project quality review and company policies have been followed.

We further our commitment to quality even more by designating an Authorized Project Reviewer (APR) for each project. Technical staff and senior professionals are appointed as APRs through a highly selective process, which maintains quality and consistency of Terracon project deliverables. Quality is achieved through use of a significant amount of relevant past experience in performing

tailored assessments, skilled personnel, adequate planning, use of suitable tools and procedures, proper definition of job requirements, proper supervision, and effective technical direction. Quality is verified through surveillance, inspection, testing, checking, cross-checking, review, and audit of work activities and documentation.

A Work Plan, specific to each project, will be distributed at the internal calibration meeting held during the Project Planning Phase to all project team members, including subcontractors. The plan will specify the QC procedures to be followed at specified points during the course of the work.

The Project QC Manager will be charged with the submission of QC reports to the Project Manager and to the assessment staff. The Project QC Manager, using stop-work authority, if necessary, will ensure compliance at all project execution levels.

Assessor Self-QC Checks: These checks are performed by each assessor on a daily basis to ensure that data entry is complete in the tablets prior to leaving a facility, that comments are entered where needed or enough information is noted so that it can be completed later, and that photographs are both adequate in number and quality.

On-Going Data Review: One of the most critical of our QA/QC actions are on-going reviews of data collected from the field. The sheer volume of information and data collected during field assessments, combined with the need to assure that consistent and accurate information is entered into the FCA software, is a critical component of Terracon's Quality Control program specifically designed for FCA assignments. These are data quality checks performed by the QC Manager on each of the assessors to verify they are annotating the proper inventory, collecting the right quantities, identifying the correct ratings and comments to allow for immediate feedback where there might be overarching issues or discrepancies. Terracon has designed and built customizable data quality control software tools using Microsoft Access and Power BI to automate much of the data review process.

Management Review: The Project Manager and APR will review the work to satisfy themselves that deliverable requirements have been complied with and the work objectives achieved before approving the work for release to the Client for review and comments. The Project Manager and APR will review the Client's

			comments to ensure that they are clearly understood and that appropriate corrective actions are taken. Corrective action will be documented and reported by the Project QC Manager to the Project Manager. Quality Control of Subcontractors' Work: Subcontractors' internal QA/QC programs will be reviewed by our Project QC Manager and Project Manager for compliance with project requirements. The subcontractors will work as integrated team members with Terracon assigned team members and will participate in all pertinent QC review procedures. Even if a subcontractor performs a standalone work element (which is not anticipated for this effort), that subcontractor will be under the management of, and report to, a Terracon Manager and be subject to the full requirements of the established Project Work Plan.
85	Project management and coordination with facility owners	© Yes	Project Management We have a core team of senior professionals that are actively involved in the management of multi-site FCA projects. Our engineering, architectural and construction professionals are specialists and bring their backgrounds to focus on the on-going management of existing facility systems. Nothing Extra. Nothing Missing. Terracon uses project management techniques from the "Project Management Body of Knowledge," 2000 edition, to manage scope, control costs, and achieve deadlines— without sacrificing our commitment to quality. Cutting-edge technology will enable the Team's communications and decision making. Virtual meetings will ensure steady progress. Team Leaders will monitor performance to resolve unforeseen issues. Coordination with Facility Owners For an FCA project to be successful, Terracon's Client typically will be involved in all phases of project execution from initial planning through final reporting. Our expectation is that the Client's involvement will include: Planning – identifying priority facilities and coordination on scheduling considerations; Data Gathering – providing asset lists including dates of construction and major renovations; providing maintenance records including CMMS data; providing drawings of facilities to the extent available (electronic, as-builts); Interviews – facilitating meetings with maintenance staff, building managers, or tenants to identify potential issues; Data Analysis – attending meetings to understand the Client's objectives to tailor data analysis activities including prioritization of

investments; and

 Reporting – reviewing and commenting on draft report, graphics, and recommendations.

We understand the criticality of Client staff time and want to complete each project with the least amount of disruption on their schedules as possible. A proposed project schedule will be provided at the kickoff meeting that identifies required meetings, along with the purpose of the meetings so that the right people can attend the meetings and know what is expected so that all get the maximum benefit for the minimum amount of time.

Schedules are finalized based on Client staff input, with an emphasis on identifying building engineers and/or maintenance personnel who can escort FCA assessors, answer questions regarding building maintenance issues, and attend the right meetings. These people have a wealth of information that is critical to a timely and accurate facility condition assessment. Their knowledge and history complement the visual inspections that the Terracon assessment teams will perform.

Project Team Interactions
On any FCA project, communications
between the participants and the
stakeholders are key to project
implementation, quality and adherence
to work schedules.

Interactions within the Team Prior to mobilizing to the field for onsite assessments, each member of the project assessment teams will participate in a Calibration Meeting. The Calibration Meeting is led by senior management staff, including the APR, Project Manager, Lead QC Manager and the Data Analyst. The purpose of the meeting is to calibrate each assessor on the specific scope requirements of the project. We will review standard field data collection procedures, special data collection fields, and project specific requirements for inventory collection per UNIFORMAT II levels. We will discuss project goals and objectives, background documents provided for review, work schedules, facility systems and components included in the scope of work based on our data collection inventory Catalog, known site access restrictions and hazards, special security and safety requirements, and progress tracking documentation.

A Team Lead will be assigned to each assessment team in the field. The Team Lead is responsible for conducting a brief huddle with the team before starting the assessment of each building. The entire team will move from one building to the next

as a group. In the team huddle, The Team Lead will make sure each assessor has selected the right building in the data collector application, discuss sectioning for additions, construction years, and building size. He/she will identify secure spaces where photos will not be allowed.

Interactions with the Owner Soon after contract execution, Terracon will arrange a Kick-Off Meeting with key staff representing the Client on each project. The purpose of the meeting is to initiate FCA planning activities and to align Terracon's proposed Scope of Work with the Client's goals for the project. During this meeting, we will reiterate our proposed scope, clarify issues, remove potential obstacles and validate the end goals and deliverables desired by the Client. During the meeting, we will identify and/or confirm our points of contact, progress meeting schedules, safety and security requirements, scheduling and site access restrictions, escorts, contact information for Client interviews, and sources for obtaining background documentation for review.

Throughout the project, we will conduct status update meetings with Client staff via online collaboration technologies (Teams calls, etc.) on a schedule mutually agreed to by both parties. Unless urgent, the majority of our meetings will be scheduled in advance so the right staff from both Terracon and the Client can attend.

Interactions with On-Site Client Staff Prior to beginning building walkthroughs as part of the FCA, we plan to interview Client staff who are (1) on-site, and (2) have knowledge regarding each building's construction background and the recent history of facility repair and maintenance activities at each site. Based on the names provided to us at the Kick-Off meeting, our Team Lead will interview the facilities maintenance supervisor, and/or building engineers who may be knowledgeable regarding the construction and maintenance history of each facility scheduled for the week. This will help us document current deficiencies and concerns already identified by Client staff, and to verify construction and renovation dates and recently completed replacement projects.

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86	Contract management and financial monitoring	© Yes	Contract management and financial monitoring of work in progress is the responsibility of the Project Manager assigned to each project. Terracon has a contracts group that includes legal staff who review contract terms and conditions prior to contract execution. Project Manager utilize Terracon's in-house project accounting system called Project Exchange to review project costs for labor and expenses charged against each project. The system helps Project Managers forecast budget to complete so that project issues are identified early in a project, giving the manager usable information to make adjustments as needed to ensure projects are completed on time and on budget.
87	Budget development, and program management services	G Yes C No	Budget Development for FCAs These services are typically made part of a full scope facility condition assessment. Terracon works with Client staff involved in the management of a project to solicit information on current and planned spending for facility sustainment. Budgets are developed using separate line items for repairs, Capital Renewal replacements at end of service life, and preventative maintenance. Other budget line items for specific accounts can be generated as required. Budgets are used together with Requirements Analyses to generate multi-year forecasts of budget constrained spending plans, prioritized using one of three priority metrics for each component included in the inventory. Program Management Services In many instances, Terracon is involved in the provision of Program Management Services, especially on large, multi-year contracts. Program Management Services can include a wide range of activities, as may be requested by each individual client. When providing these services, Terracon is usually asked to participate more closely with the Client's management team to provide professional consulting assistance, often in the areas of business strategy, tactics, and operational policies and procedures.
88	Assessment and planning services complementary to the offering of solutions described in lines 77 to 87 above.	€ Yes € No	Please reference the various additional services that Terracon provides that are complimentary to the major services made part of an FCA. These additional services are briefly described in our response to Question #75.

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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - Pricing 2025 Sourcewell Pricing.pdf Tuesday October 22, 2024 11:53:26
 - Financial Strength and Stability #13 TCI Financial Statements, 2021-2023.pdf Tuesday October 22, 2024 11:24:39
 - Marketing Plan/Samples Marketing Plan-Samples.pdf Tuesday October 22, 2024 12:12:39
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Standard Transaction Document Samples Agreement for Services.pdf Tuesday October 22, 2024 17:14:18
 - Requested Exceptions #89 Requested Contract Exceptions 10.07.2024.pdf Tuesday October 22, 2024 17:16:59
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
- 3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer: or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
- 5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
- 6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_RFP_102424_Facility_Assessment Wed October 16 2024 04:32 PM	M	2
Addendum_7_RFP_102424_Facility_Assessment_&_Planning Fri October 11 2024 02:15 PM	M	1
Addendum_6_RFP_102424_Facility_Assessment Fri October 4 2024 02:43 PM	M	1
Addendum_5_RFP_102424_Facility_Assessment Wed October 2 2024 01:31 PM	M	1
Addendum_4_RFP_102424_Facility_Assessment Tue October 1 2024 10:09 AM	M	1
Addendum_3_RFP_102424_Facility_Assessment Fri September 27 2024 08:36 AM	M	1
Addendum_2_RFP_102424_Facility_Assessment Tue September 17 2024 08:47 PM	M	1
Addendum_1_RFP_102424_Facility_Assessment Wed September 11 2024 02:41 PM	M	1