

# **PROFESSIONAL SERVICES AGREEMENT**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**WEAVER BOOS CONSULTANTS NORTH CENTRAL, LLC**

**ENVIRONMENTAL TECHNICAL REVIEW SERVICES  
CONTRACT NUMBER PS2017**



Mayor Rahm Emanuel  
Chairman

Erin Lavin Cabonargi  
Executive Director

Public Building Commission  
Room 200  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
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**EXECUTION PAGE**  
**ENVIRONMENTAL TECHNICAL REVIEW SERVICES**

**THIS ENVIRONMENTAL TECHNICAL REVIEW SERVICES AGREEMENT ("Agreement")** effective as of April 8, 2014, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Consultant** with offices at Weaver Boos Consulting 35 E. Wacker, Suite 1250, Chicago, IL 60601.

**Background Information – Recitals:**

1. Whereas, the Commission requires certain professional services described in Schedule B of the Agreement, (the "Services") in connection with various Projects and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services.

2. Whereas, the Consultant desires to be retained by the Commission to perform the Services described in Schedule B, "Scope of Services", as such may be modified by the Task Order and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

3. Whereas, the Consultant represents that it is qualified and competent, by education, training and experience to perform the Services necessary to complete the Projects in accordance with standards of reasonable professional skill and diligence.

4. Whereas, the Commission has selected the Consultant to perform Environmental Technical Review Services on a Task Order basis.

5. Whereas, the Commission has relied upon the Consultant's representations in selecting the Consultant.

6. Whereas, the Commission and Consultant agree that the term of this Agreement is two (2) years, with two (2) successive one-year renewal options at the sole discretion of the Commission.

**NOW THEREFORE**, the parties agree on the terms and conditions that follow:

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Date: \_\_\_\_\_

Mayor Rahm Emmanuel  
Chairman

Lori Ann Lypson

Date: 6/4/14

Lori Ann Lypson  
Secretary

CONSULTANT:

Doug Dorgan

Date: APRIL 14, 2014

Consultant Signatory

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: Cook

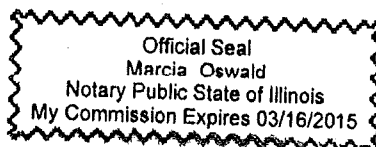
State of: Illinois

Subscribed and sworn to before me by Doug Dorgan and \_\_\_\_\_  
on behalf of Consultant this 14 day of April, 2014.

Marcia Oswald

Notary Public

My Commission expires:  
(SEAL OF NOTARY)



Approved as to form and legality

Anne L. Fredl

Neal & Leroy, LLC

Date: 4-28-14

## GENERAL PROVISIONS

1. Definitions. The following phrases have the same meanings for purposes of this Agreement.

a. **Agreement** means this professional services Agreement for Environmental Technical Review Services, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.

b. **Commission** as herein referred to shall include the Public Building Commission of Chicago, the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director of Construction, Managing Architect, Project Manager, or designated consultant or consultants, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement or the Public Building Commission of Chicago, a municipal corporation organized under the Public Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.

c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.

d. **Key Personnel** means those job titles and persons as identified in those positions as identified in Consultant's proposal and accepted by the Commission.

e. **Project** means that municipal, educational, or other public facility or location specified in the Task Order.

f. **Services** means collectively, the services, duties and responsibilities that are necessary to allow the Consultant to perform the Services required by the Commission under this Agreement and the assigned Task Orders.

g. **Sub-consultant** means any firm hired by the Consultant to perform professional services related to the performance of the Services.

h. **Task Order** means any tasks formally assigned by the PBC for the Consultant to perform specific Environmental Technical Review Services on various Projects.

i. **Technical Personnel** as herein referred to include partners, officers and all other personnel of the Consultant, exclusive of general office employees.

j. **User Agency** means the municipal corporation that requested the Commission to undertake the construction and/or improvement of the Project.

2. Incorporation of Documents. The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of each of such documents and will comply fully with all applicable portions thereof in performing the Services.

3. Engagement and Standards for Performing Services.

a. Engagement. The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to perform the Services described in this Agreement and the assigned Task Orders, as they may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.

b. Performance Standard. The Consultant represents and agrees that the Services performed under this Agreement and Task Orders will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field and consistent with that degree of skill and care ordinarily exercised by practicing Environmental Consultants performing services of a scope, purpose and magnitude comparable with the Services to be performed under this Agreement and Task Order. If in the course of performing the Services, Consultant shall identify any condition,

situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission. The Consultant further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Agreement and Task Order.

c. Consultant's Personnel. Consultant must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide these copies upon request by the Commission. Consultant remains responsible for the professional and technical accuracy of all Services furnished, whether by the Consultant or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement and Task Orders. Consultant will be required to provide copies of applicable licenses at contract execution and will be required to provide updated copies throughout the life of this agreement.

d. Confidentiality. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Consultant must at all times act in the best interests of the Commission and User Agency consistent with Consultant's professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests. Consultant must perform all Services in accordance with the terms and conditions of this Agreement and Task Orders, to the reasonable satisfaction of the Commission.

e. Independent Contractor. In performing the Services under this Agreement and Task Orders, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services and all applicable taxes that may stem from this agreement. Neither this Agreement or any Task Orders will not be construed as an agreement of partnership, joint venture, or agency.

f. Limitations on Sub-Consultants. Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to perform the Services under the Agreement. Use of such sub-consultants may be deemed a material breach of contract.

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

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

4. Duties and Obligations of Consultant.

a. Nondiscrimination. The Consultant agrees that in performing this Agreement and Task Orders it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq. the Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

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

c. Compliance with Policies Concerning MBE and WBE. Intentionally Omitted.

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

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

f. Reports. The Consultant shall submit all reports, related to the Services it is performing, through the Commission's electronic Collaborative Workspace ("CW").

g. Time of Essence. The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and the assigned Task Orders and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite

performance of the Services and performance of all other obligations of the Consultant under this Agreement, Task Order and any other Agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

h. Compliance with Laws. In performing its engagement under this Agreement and Task Orders, the Consultant shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in subparagraphs (a) and in the documents referred to in paragraph 2 of this Agreement.

i. Progress Meetings. Intentionally Omitted

j. Defects in Project. The Consultant shall notify the Commission immediately in the event the Consultant obtains knowledge of a defect in the Project or circumstances which could result in a Project delay or cost overrun.

5. Term.

a. The term of this Agreement is two (2) years, with two (2) successive one-year renewal options at the sole discretion of the Commission at a maximum compensation of \$250,000, over the term of the Agreement, excluding any exercised renewal option periods. The term of this Agreement shall begin upon the final execution of this Agreement.

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

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

6. Compensation of Consultant; Reimbursement for Expenses. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule D of this Agreement, or as modified in the Task Order. In addition, the Commission shall, upon submission of detailed invoices by the Consultant, no more frequently than once every 30 days, and prior written approval by the Commission of those invoices reimburse the Consultant for all Reimbursable Expenses. As used in this paragraph, the term "Reimbursable Expenses" shall mean those expenses identified as such in this Agreement or as modified by the Task Order.



7. Submission of Invoices through CW. The Consultant shall submit all invoices in electronic format using the PBC's CW System. The Consultant will receive training for the utilization of the CW System by the Commission. All submitted invoices shall include a cover page as provided by the PBC, and include the Task Order number. The failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

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

a. Information. The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

b. Review of Documents. Subject to the provisions of subparagraph 4 (d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

c. Site Data. Intentionally Omitted.

d. Tests and Reports. Intentionally Omitted.

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

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

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

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

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

10. Insurance to be Maintained by Consultant. The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in the Insurance Requirements of this agreement, and as such may be modified by the Task Order.

11. Default.

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

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

ii. Failure of Consultant to perform the Services to the standard of performance set

forth in this Agreement;

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

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

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

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

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

12. Claims and Disputes. All Claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning compensation, and all claims for alleged breach of contract will be resolved in accordance with the following dispute resolution processes.

a. Dispute Resolution. The Commission and Consultant agree to cooperate in resolving any claims, controversies or disputes (collectively, "Dispute" or "Disputes") that may arise out of or relate to the Agreement, the breach thereof, or the Services.

b. Continuing Services. The Commission and Consultant agree that the Services will not be stopped or slowed in any way during the pendency of any Dispute, provided that all monies owed for the Services not in dispute are timely paid pursuant to this Agreement. Consultant shall continue to perform the Services pending final resolution or determination thereof, unless requested by the Commission to suspend the Services, provided that the Commission continues to pay Consultant for all Services not subject to a Dispute.

c. Step Negotiations. In the event a Dispute is not resolved or a party asserts a demand in writing to the other party claiming that party has breached this Agreement, the parties shall attempt in good faith to resolve

the Dispute promptly by negotiation, as follows. Any party may give the other party written notice of any Dispute not resolved in the normal course of business. The Commission and Consultant agree to meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as reasonably necessary, to attempt to resolve the Dispute. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of all rules of evidence. If the matter is not resolved within thirty (30) days from the written notice, or if no meeting takes place within fifteen (15) days after such notice, either party may initiate mediation as provided herein.

d. Mediation. All Disputes that cannot be resolved by the parties under Section 9.4 shall initially be submitted to mediation in Chicago, Illinois before a mediator that is agreeable to both parties, and which is conducted according to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. Submission to mediation is a precondition to arbitration as set forth below. The parties will not attempt to subpoena or otherwise use as a witness any person who serves as a mediator, will assert no claims against the mediator as a result of the mediation, and will hold the mediator harmless from claims by third parties arising out of or relating to the mediation provided for in this Section. If the Dispute is not resolved by the earlier of thirty (30) days after the last mediation session or ninety (90) days after the mediation demand, either party may initiate arbitration as follows.

e. Arbitration. All Disputes not resolved under Sections 9.4 or 9.5 shall be decided by confidential, binding arbitration in Chicago, Illinois and in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA") then in effect. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the AAA. The demand must be made within a reasonable time subsequent to the failure of mediation to achieve resolution of the Dispute.

1. Each party shall be entitled to depose no more than three fact witnesses for no longer than three hours each. Each party shall be entitled to depose any and all retained expert opinion witnesses for no longer than four hours each. Each party shall produce to the other all non-privileged records relating to the Work that have relevant information or are reasonably calculated to lead to the discovery of relevant information relating to the Dispute. The Arbitrator shall resolve all discovery disputes. The Arbitrator may modify these discovery limitations for good cause shown.

2. The Arbitrator shall have the authority to order specific performance, including, without limitation, interim injunctive relief prior to the Dispute being resolved. The Arbitrator shall have the authority to decide all issues concerning the fulfillment of any condition precedent to the arbitrability of a claim or defense, the amount of damages to be awarded, if any and the arbitrability of the issues presented. The Arbitrator is not empowered to award damages in excess of compensatory damages, such as punitive damages. Notwithstanding anything to the contrary, the term "Arbitrator" as used herein shall consist of one arbitrator, regardless of the size of the claim or counterclaim. An arbitrator eligible to hear the Dispute shall have at least five years of experience as an arbitrator with the AAA and/or another neutral organization, be familiar with commercial practices, and be a practicing lawyer.

3. At either party's option, third parties who are subject to a valid arbitration agreement with the party seeking joinder may be joined in the arbitration by consolidation, joinder or otherwise.

4. The award of the Arbitrator shall be enforceable in any court of competent jurisdiction in Cook County, Illinois, and each party consents and submits to the jurisdiction of such court for purposes of such action.

f. Consultant Self-Help Prohibited. *The Consultant must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on general contractor claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as subconsultants, the general contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling the Consultant's claims against the Commission or User Agency will constitute bad faith on the Consultant's part. This provision is not intended to prohibit the Consultant from exercising its well-considered professional judgment, however, in carrying out its duties and responsibilities under the Agreement, and is not intended to prevent the Consultant from exercising the rights and remedies available to it by law or under this Agreement.*

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

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

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

16. Miscellaneous.

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

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

c. Force Majeure. Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the

Consultant for periods up to the effective date of suspension.

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

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

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

g. Reimbursable Expenses. Reimbursable expenses includes those actual expenditures, for subcontractors, laboratory costs and leased or rented equipment, as well as those expenditures as identified on a Task Order basis approved by the Commission prior to being incurred, and payable by the Commission.

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

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

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

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## SCHEDULE B

### SCOPE OF SERVICES

The Environmental Technical Review services are described below and are to be performed on an as needed basis as directed by the PBC. It is the intention to perform these services on all new projects as well as existing projects based on project need.

#### ***Program Support Services***

- Preparing environmental scopes of work for PBC's environmental consultants;
- Oversight of environmental field activities;
- Integration of new IEPA Vapor Intrusion;
- Regulatory review;
- Environmental design and bid specification package reviews;
- Acting as an environmental resource for PBC Project Management and PBC staff;
- Database and document management;
- Grant administration and tracking;
- Assistance with Freedom of Information Act Requests;
- Public Relations;
- National Environmental Policy Act (NEPA) review;
- Industrial Hygiene Services;
- IEPA LUST Trust Fund Assistance;
- Cost estimating and budgeting;
- QA/QC; and
- Providing various technical and engineering support to the PBC on an as needed basis.

#### ***Environmental Technical Report Review Services:***

- Phase I Environmental Site Assessments;
- Phase II Environmental Site Assessments;
- IEPA Site Remediation Reporting:
  - Comprehensive Site Investigation Reports;
  - Remedial Action Plans;
  - Remedial Objectives Reports;
  - Remedial Action Completion Reports;
- Groundwater modeling;
- TACO Tier II and II Risk Assessments;
- Hazardous Material Inspection Reports;
- Ground Penetrating Radar Reports;
- Electromagnetic Surveys;
- Test Pitting Reports;
- Environmental Remediation Close out reports;
- Health and Safety Plans;
- Metropolitan Water Reclamation District Sewer Discharge Permits;
- Underground Storage Reports:
  - 20 and 45 day reports to the Illinois EPA;
- Analytical Data Review;
- Waste Profiling; and
- Stormwater Management Plan Reviews.

## SCHEDULE C

### **TASK ORDER MANAGEMENT**

The PBC has initiated the planning process for various local public facilities. The PBC has selected Consultant to perform environmental technical reviews services for various public project services on a Task Order basis. The Task Order process to be followed is delineated below. The Task Order will set forth the specific Environmental Technical Review Services Consultant shall perform.

#### **Task Order Services Request and Award Process**

The Consultant must perform the ordered and required Services in a satisfactory manner consistent with the standard of performance stated in the General Provisions, Section 3.b. Such Services will be determined on an as-needed basis and as described in a Task Order Services Request. The Consultant will be responsible for the professional and technical accuracy and completeness of all work or materials furnished.

The following Commission Representative (CR) will be managing the contract:

- Deputy Director for Environmental: LeeAnn Tomas-Foster
- Phone: 312.744.9281

LeeAnn Tomas-Foster will manage the process from initiation through invoice approval with assistance from and in coordination with each Project Manager. After a project is identified, the CR will prepare the scope of work with the Project Manager, and submit the RFP to Weaver Boos. Weaver Boos will estimate the number of hours required to complete the work and submit a completed Attachment A. (Hourly rates have already been negotiated with Weaver Boos, and will not change throughout the life of the contract.) The CR and the Project Manager will review and finalize the appropriate scope, hours, and cost for each proposal and will submit a task order per project for the Director of Planning and Director of Procurement approval.

#### **Proposal Requirements**

The proposal shall include the unit rates for all environmental consultants expected to work on task orders generated under this RFP. The Consultant must demonstrate the following as part of their proposal:

1. For each task order, (1) provide a clear detailed understanding of project approach and understanding of the services requested; (2) a list of all personnel and subcontractors assigned to the PBC Program and attach their resumes; (3) and the hours required for each personnel assigned;
2. For the overall contract, provide the name and resume of a Quality Assurance/Quality Control team member who will be responsible for providing QA/QC for all documents provided to the PBC.

#### **Use of Reports/Documents**

The environmental professionals serving for all roles in this contract shall be responsible for reviewing documents with a high degree of sensitivity. The PBC expects that all document and report reviews as well as interpretations of PBC documents be kept strictly confidential.

#### **PBC Project Restrictive Bidding**

The Consultant shall be precluded from pairing or contracting with any team bidding on any PBC project where Environmental Support Services and Environmental Technical Review Services are performed.

**Qualifications/Personnel**

All Environmental Support Services and Environmental Technical Review Services are to be performed by qualified personnel who have at a minimum fifteen years of experience working in the environmental industry and have experience in the scope of work listed above. Administration services can be performed by environmental consultants with no less than two years of experience.

**Acceptance of Task Orders**

- 1) Upon acceptance of the Consultant's response to the Task Order Services Request, the PBC may, by written Task Order signed by the appropriate PBC signatories, direct the Consultant to perform the Task Order Services.
- 2) Consultant must not commence Services under the Task Order until the written approval of the appropriate PBC Signatory has been obtained, and the PBC is not liable for any cost incurred by the Consultant without such approval.

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## SCHEDULE E

### INSURANCE REQUIREMENTS - ENVIRONMENTAL TECHNICAL REVIEW SERVICES

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

#### **D.1. INSURANCE TO BE PROVIDED**

##### **D.1.1. Workers' Compensation and Employers Liability**

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

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

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

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

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

##### **D.1.3. Automobile Liability (Primary and Umbrella)**

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

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

##### **D.1.4. Professional Liability**

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

### **D.1.5 Property**

The Consultant is responsible for all loss or damage to Commission and City of Chicago and/or property owner at full replacement or repair cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Consultant.

### **D.2. ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

**SCHEDULE F**

**KEY PERSONNEL  
(Attach Resumes)**

<b>Name</b>	<b>Firm</b>	<b>Title</b>	<b>Email Address</b>
Peter Cambouris	Weaver Boos Consultants	Senior Project Manager	pcambouris@weaverboos.com
Douglas G. Dorgan	Weaver Boos Consultants	Principal	ddorgan@weaverboos.com
Andrew Perdue	Weaver Boos Consultants	Senior Project Manager	aperdue@weaverboos.com
Carolyn Feltz	Weaver Boos Consultants	Senior Project Manager	cfeltz@weaverboos.com
Michael B. Maxwell	Weaver Boos Consultants	Senior Project Manager	mmaxwell@weaverboos.com
Steven B. Geneser	Weaver Boos Consultants	Industrial Hygienist	sgeneser@sbcglobal.net

# PETER CAMBOURIS, LPG

Senior Project Manager

## Fields of Expertise

Environmental Permitting and Regulatory Compliance, Environmental Monitoring (air, soil, and groundwater), Environmental Site Assessments (Phase I and II ESA), Voluntary Clean Up Programs, Brownfields Redevelopment Programs, Risk-Based Corrective Action, Environmental Remediation Project Management, Hydrogeologic Investigations, Solid Waste Facility Construction Management, Geotechnical Exploration.

## Certifications

Licensed Professional Geologist (Illinois). Forty Hour Hazardous Waste Site Worker and Eight Hour Supervisors Refresher Course

## Education

B.S. Earth Science, Northeastern Illinois University, 2004

B.A. Environmental Studies, Northeastern Illinois University, 1995

## Professional Summary

Mr. Cambouris serves as a Senior Project Manager for Weaver Boos Consultants North Central, LLC. He has approximately 15 years of professional experience in conducting and managing a wide variety of environmental and solid waste facility projects. During this time, Mr. Cambouris has been involved in various aspects of project implementation including the supervision of technical support staff in the compilation and presentation of site investigations. He has successfully completed numerous projects including multi-phase environmental site assessments, risk based corrective action, hydrogeological investigations, groundwater impact assessments, remediation planning and implementation, UST closures, and solid waste construction management. In addition, he has conducted geotechnical exploration and construction materials testing activities in support of property development projects.

## Select Project Experience

Mr. Cambouris has completed numerous Phase I and II ESAs that have included soil and groundwater sampling activities. Mr. Cambouris has also been responsible for the managing and implementation of various

environmental remediation projects. He has managed numerous brownfields projects enrolled in various voluntary clean up programs including the Illinois Site Remediation Program (SRP) and LUST, the Indiana Voluntary Remediation Program (VRP) and LUST, Wisconsin Department of Natural Resources, and RCRA compliance.

Mr. Cambouris has field experience at a variety of sites, including solid waste disposal facilities and industrial facilities that included implementing groundwater sampling, installation of monitoring wells, soil sampling, and observation of drilling activities, land surveying, and field interpretation of hydrogeology through use of in-situ slug testing.

He has performed a Phase I and II ESA at an industrial steel manufacturing facility in the south Chicago area. The Phase II ESA included the implementation of a site investigation for purposes of soil and groundwater sample collection and analysis.

He has managed several hydrogeologic site investigations designed to comply with solid and hazardous waste permitting requirements in Indiana. The specific activities include developing a field drilling program, data evaluation, and preparation of the hydrogeologic site investigation for inclusion in a permit application.

Mr. Cambouris has assisted municipalities in the Illinois Municipal Brownfields Redevelopment Grant Program. Services include securing funding for Brownfields assessment and cleanup activities and seeing them through the Site Remediation Program in support of obtaining No Further Remediation Letters.

Voluntary clean up program activities include report preparation, development of site specific Tier 2 and 3 remediation objectives (Illinois), using RISC to develop site specific clean up (Indiana), implementation and management of remedial action to achieve approved remediation objectives.

Mr. Cambouris is implementing SRP activities associated with a 1.7 acre parcel of land containing a former die casting facility that is located in the west suburbs of

# PETER CAMBOURIS, LPG

Senior Project Manager

Chicago. The site has been enrolled in the SRP for purposes of securing a Focused NFR letter to address Polychlorinated Biphenyls (PCBs) impacts observed in the subsurface and building materials. In addition, the site is seeking a Risk Based Disposal Approval Request from the United States Environmental Protection Agency (USEPA) to address these PCB impacts. Tier 3 remediation objectives and Self-Implementing Cleanup Standards have been proposed for the site. Select proposed site remediation activities for this site include soil excavation, washing of porous and non-porous building material using select detergents, and installation of a slurry wall.

Mr. Cambouris has managed and implemented SRP activities that led to the acquisition of a Comprehensive NFR letter for a 6 acre parcel of land located in the west suburbs of Chicago. Based on subsurface investigations, the site had been impacted by Volatile Organic Compounds (VOCs), in particular Trichloroethylene (TCE). A Tier 2 evaluation was undertaken that consisted of the development of Tier 2 Soil Remediation Objectives for the Soil Component of the Groundwater Ingestion Exposure Route. Alternative caps were constructed as engineered barriers to address COCs exceeding the Soil Inhalation and Ingestion Exposure Routes. The site was issued a Comprehensive NFR letter by the IEPA SRP.

Mr. Cambouris has managed and implemented SRP activities the led to the acquisition of a Focused NFR letter for a 7.5 acre parcel of land located in the northwest suburbs of Chicago. The remediation site formerly contained a leaking underground storage tank (LUST). A subsurface investigation was performed to assess site impacts. A Tier 2 evaluation was undertaken that consisted of the development of Tier 2 Soil Remediation Objectives for the Soil Component of the Groundwater Ingestion Exposure Route. The site was issued a Focused NFR letter by the IEPA SRP.

Mr. Cambouris also managed and implemented SRP activities the led to the acquisition of a Focused NFR letter for a 1.5 acre parcel of land located in the northwest suburbs of Chicago. Subsurface soil conditions were

impacted by a dry cleaning facility formerly located at the property. A soil investigation was performed to assess site impacts. To address select PCE concentrations observed within site soils, the Soil Inhalation and Ingestion Exposure Routes were successfully excluded from further consideration using engineered barriers. The site was issued a Focused NFR letter by the IEPA SRP.

He conducted site investigation activities at a 10-acre site in Chicago, Illinois previously used for railroad car and truck trailer repair services for approximately 100 years that exhibited the presence of lead at concentrations exceeding applicable remediation objectives within onsite shallow fill materials and also one sample in excess of the TCLP hazardous waste regulatory limits. Weaver Boos developed a risk based strategy to address the lead impacts that included calculating a site lead average concentration and comparing the average to a site specific Tier 3 Soil Remediation Objectives in conjunction with stabilization of the hazardous lead impacted soil for appropriate offsite disposal. Upon remediation, remaining lead data was averaged and compared to the site specific Tier 3 Soil Remediation Objectives.

He has managed the preparation of a RCRA Facility Investigation (RFI) Workplan for a steel plating facility in Michigan. The RFI Workplan detailed the proposed site investigation activities to address various subsurface impacts previously observed at the site. The site investigations included the installation and sampling of numerous groundwater monitoring wells. The RFI Workplan is under review by the Michigan Department of Environmental Quality.

Mr. Cambouris has undertaken construction management activities for the construction of a hazardous waste disposal facility that is part of a approved RCRA permit for a steel plating facility in Indiana. Construction management activities included daily communications with the Contractor and the client, and select Construction Quality Assurance activities.

# DOUGLAS G. DORGAN, JR., LPG

Principal

## Fields of Expertise

Environmental Site Assessments, Environmental Permitting, Brownfield's Redevelopment, Groundwater Impact Assessments, Environmental Remedial Projects, Risk Based Corrective Action

## Certification

Licensed Professional Geologist, State of Indiana  
Licensed Professional Geologist, State of Illinois  
OSHA Supervisor's Health & Safety Training  
Chemical-terrorism Vulnerability Information (CVI)  
Authorized User

## Education

B.S. Earth Science, Eastern Illinois University, 1986  
Graduate Course Work in Environmental Studies,  
Sangamon State University, 1986  
M.S. Geography/Environmental Science,  
Northern Illinois University, 1993

## Professional Summary

Mr. Dorgan serves as Principal and Senior Project Manager with Weaver Boos Consultants. He has over twenty years of environmental and solid waste control project experience. He currently leads the firm's Environmental Practice professional staff. He has supervised completion of numerous projects including multi-phase environmental site assessments, risk based corrective action, Brownfield's redevelopment, hydrogeological investigations, groundwater impact assessments, remediation planning and implementation, multi media compliance audits, UST closures, and solid waste management facility permitting.

Prior to joining Weaver Boos Consultants, Mr. Dorgan was an Office Director for a national environmental consulting firm.

## Select Project Experience

He has been involved in over 50 state voluntary remediation program projects at sites located in states throughout the Midwest and Southwest. These projects have utilized a range of closure strategies involving site-specific fate and transport modeling,

risk assessment, remediation, land use controls, and engineered barriers. Many of these projects were completed in support of property acquisition and consequently completed in accordance with aggressive schedule and risk mitigation requirements.

Mr. Dorgan has provided services to both private and public sector clients redeveloping Brownfield's. Plans have included residential, retail, commercial, industrial, and mixed use developments. Work has been performed pursuant to various state and federal grant and revolving loan programs. He also consults on the unique construction related aspects of developing distressed properties.

He manages activities performed in compliance with a RCRA Hazardous Waste Management Permit for a major steel company located in Northwest Indiana. Responsibilities include supervision of preparation of permit renewal and amendment applications, permit negotiations with IDEM and USEPA, and ongoing groundwater sampling and reporting for a hazardous waste landfill network comprised of 64 monitoring points. Mr. Dorgan also manages RCRA Corrective Action activities for the site, including preparation of required plans and deliverables and investigation and corrective measures implementation pursuant to approved workplans.

Mr. Dorgan managed acquisition of a comprehensive "No Further Remediation" letter pursuant to the Illinois Site Remediation Program for a 14-acre parcel located in the northern suburbs of Chicago. A soil and groundwater investigation was performed to assess site impacts. Tier 2 modeling and development of site specific background following the Illinois Tiered Approach to Corrective Action Objectives (TACO) methods were used to support appropriate soil and groundwater remediation objectives. Remediation activities included removal of 45,000 tons of debris and fill material, and excavation and disposal of LUST contaminated soils.

As Principal in Charge, Mr. Dorgan is responsible for overseeing design, permitting and compliance

# DOUGLAS G. DORGAN, JR., LPG

Principal

activities for a Type II and III Solid Waste Disposal facility in Pines, Indiana. He is also responsible for oversight of ongoing RI/FS activities for the Town of Pines Superfund Site in Pines, Indiana. On behalf of a major PRP, Mr. Dorgan is collaborating with other technical consultants on the implementation of the RI/FS and ongoing remedial measures development and construction.

He managed the site investigation and Indiana Voluntary Remediation Program activities for a large glass manufacturing facility in Central Indiana. Site investigation activities resulted in remediation of select facility areas to control for impacts attributable to semi-volatile organic compounds, polychlorinated biphenyl's (PCB's), and inorganic constituents. Additional site measures included removal of contaminated creek sediments and implementation of a comprehensive groundwater investigation.

Mr. Dorgan is currently managing an Illinois SRP application for a former die casting facility with PCB impacts to facility structures, soils, and shallow groundwater. Extensive site investigation has been undertaken and TACO Tier 2 and 3 modeling performed. A Site Investigation and Remediation Objectives Report has been submitted to support remediation objectives negotiation. He is coordinating planning for remedial activities including the acquisition of a Pollution Legal Liability and Environmental Cost Cap insurance policy.

He was Project Manager for a comprehensive Phase I Environmental Site Assessment of the General Motors Danville, IL gray iron foundry whose operations date to the early 1940s. Project required a detailed records review and site inspection to identify potential areas of concern. Subsequent responsibilities included developing a scope of work for site investigation.

Mr. Dorgan managed implementation of a facility-wide investigation for PCB-related impacts at a die casting facility in Chicago, Illinois. The investiga-

tion scope included sampling of soil, concrete, structural surfaces, and process equipment. Based on investigation results, alternative risk-based opinions were evaluated for site remediation. In support of on-going litigation, an engineering remediation cost estimate was generated.

Mr. Dorgan managed RCRA Corrective Action activities for a specialty steel manufacturing facility in Niles, Michigan. Activities include operation and monitoring of an Interim Measures groundwater remediation system, implementation of preliminary subsurface investigations, development of RCRA RFI Workplans, and negotiations with Michigan Department of Environmental Quality personnel.

Mr. Dorgan managed a Phase I, II, and III Environmental Site Assessment of a 45-acre business park in Indianapolis. Project activities were performed on an accelerated basis to facilitate an aggressive land transfer negotiation. A detailed hydrogeologic assessment and a risk assessment was performed, quantifying required remedial measures.

He conducted comprehensive and media-specific environmental compliance audits of facilities located in four states for a major medical diagnostic imaging equipment manufacturer. Comprehensive audits were performed for select waste and scrap material management facilities. Audits included recommendations for corrective measures in addition to development of a division-wide program for management of recoverable waste streams.

Mr. Dorgan was the Project Manager for a Phase I and II Environmental Site Assessment of a 1.1 million square foot former can manufacturing facility in Chicago. Assessment activities were designed to evaluate long term liabilities and environmental considerations associated with facility reuse and/or demolition planning.

He has secured a focused NFR letter pursuant to Illinois SRP requirements for a fleet maintenance facility in the Chicago area. Project activities were

# DOUGLAS G. DORGAN, JR., LPG

Principal

implemented on an expedited basis to accommodate a property transaction. Direct negotiations and communications with the IEPA allowed the NFR letter to be issued within 10 weeks of submission of the Site Investigation and Remediation Objectives Report.

Mr. Dorgan was responsible for managing environmental compliance aspects of a comprehensive underground storage tank management program implemented by a major electric utility company in Northern Illinois. The project required UST removal oversight/closure certification, site investigation, regulatory reporting, corrective action design/supervision, and regulatory negotiation. Project activities were concurrently undertaken at over 30 sites.

## **Publications/Presentations**

Contributing author *"Municipal Solid Waste Landfills - Volume I General Issues,"* University of Illinois at Chicago, November, 1989

*"Conducting Phase I Environmental Site Assessments,"* presented to the DeKalb County Economic Development Corporation, Industry Roundtable, DeKalb, IL, November, 1990

*"Environmental Audits for Selection of Solid Waste Disposal Sites,"* presented at Waubesa Community College, Sugar Grove, IL, November, 1992

*"Distribution of Cadmium, Copper, Lead and Silver in Surface Soils of the Chicago Metropolitan Area,"* Northern Illinois University, August, 1993

*"Conducting Effective Environmental Site Assessments,"* presented to the Institute of Business Law Conference 'Environmental Regulation in Illinois', September, 1993

*"Minimizing Liability in Real Estate Transactions by Conducting Effective Environmental Site Assessments,"* New Mexico Conference on the Environment, Journal of Conference Proceedings, April, 1994

*"General Geologic/Hydrogeologic and Contaminant Transport Principles,"* presented to ITT/Hartford Insurance Co., January, 1996

*"Environmental Site Assessments and the Due Diligence Process,"* presented to the AIG Environmental seminar 'Legal Actions Against Facilities', March, 1998

*"Brownfields Development, TACO and the SRP Process,"* presented to the Calumet Area Industrial Commission Executive Council, May, 1998

*"Property Acquisition and the Due Diligence Process,"* presented to Cushman and Wakefield Corporate Services Department, August, 1998

*"Brownfields Development, TACO and the SRP Process,"* presented to the Calumet Area Industrial Commission, March, 1999

*"Risk Management Tools for Contaminated Site Development,"* presented to a construction industry seminar 'A View From the Top', February, 2000

*"Voluntary Remediation of Brownfields/Risk Based Remediation"* presented to Illinois Association of Realtors, October, 2002

*"Blue Skies for Brownfields,"* Illinois Association of Realtors Magazine, May 2003

*"Environmental Considerations Associated with Site Development,"* presented to Power Construction Operations Meeting, March 2006

*"Weaver Boos Consultants Environmental Manager AAI Roundtable,"* facilitator and presenter, June 2006

*"Overview of AAI and ASTM E1527-05: The Changing Due Diligence Landscape,"* presented to Grand Rapids Chamber of Commerce Environmental Committee, January, 2007

*"Weaver Boos Consultants Environmental Manager Vapor Intrusion Roundtable,"* facilitator and presenter, July/November, 2007

*"Brownfields Redevelopment: A Catalyst for Change,"* presented to Indian University Northwest, July, 2011

## **Professional Affiliations**

National Brownfield Association

Air and Waste Management Association

**WEAVER  
BOOS  
CONSULTANTS**



# ANDREW S. PERDUE

Senior Project Manager

## Fields of Expertise

State and Federal Air Permitting and Emission Inventory Development, Regulatory Agency Negotiations, Environmental Permitting, Phase I and II Environmental Site Assessments and Investigations, Environmental Compliance Audits, and Risk Based Corrective Action Projects

## Certification

Certified Engineer-in-Training

OSHA 40 Hour HAZWOPER Training with Site Supervisor and 8-Hour Refresher Updates

## Education

B.S. Civil Engineering, University of Wisconsin Platteville, 1993

## Professional Summary

Mr. Perdue serves as a Senior Project Manager with Weaver Boos. Working as an industry consultant for more than nineteen years, Mr. Perdue has been involved in all aspects of environmental and regulatory compliance project implementation, including the preparation and development of technical documents and the supervision of technical support staff in the development of site specific investigations, regulatory compliance determinations, environmental permitting, and non-compliance resolution.

Mr. Perdue has successfully completed numerous projects on a local, national and international level, including state and federal air permitting, annual emission inventory statement preparation, state and federal regulatory agency negotiations, multi-phase environmental site assessments and multi-media compliance audits, Tier I/II reporting, SARA Form R reporting, solid waste and water permitting, and UST closures, and risk based closures.

Prior to joining Weaver Boos, Mr. Perdue successfully served as a Senior Project Manager and Department Manager for a national and regional environmental consulting firm, respectively.

## Select Project Experience

Mr. Perdue has managed and provided air emission inventory development, state and Title V permit application development, regulatory compliance review, and dispersion modeling services in 15 states for the following industries: food processing, asphalt plants, concrete crushing, ethanol production, biodiesel production, lime kilns, chemical manufacturing and processing, pulp and paper, leather tanneries, printing and publishing, taconite pellet handling, research and development of personal and household goods, metal parts manufacturing, metal utility pole manufacturing, PVC fabrication, municipal solid waste landfills, landfill gas to energy facilities, natural gas and coal fired power plants, general combustion sources, and soil and groundwater vapor extraction systems.

Mr. Perdue manages the environmental permitting and compliance for a 22 MW tire fueled power plant in south suburban Chicago. Initial project activities included the regulatory agency negotiation to re-permit the facility via a bankruptcy transaction. Air permitting activities consisted of a new construction permit for whole and shredded tires, updated Title V and Acid Rain (40 CFR 72, 73, and 75) permit applications, updated BACT determination, biomass trial burns, CEMS and COMS modifications, risk assessments, draft permit development and negotiation with IEPA and public hearing support. Following permit issuance, on-going activities include quarterly deviation reporting, stack testing support, NSPS (40 CFR Subpart Db) and Acid Rain reporting, emissions calculations, and regulatory agency negotiations for violation resolution with both IEPA and USEPA. Mr. Perdue also performed and managed various other activities at the plant concerning the permitting and modeling of select co-located support facilities, NDPES permitting, SWPPP and SPCC development, implementation and training, alternative fuels analysis, Phase I and II ESAs, waste determinations, surveying, an environmental justice investigation, and multiple other tasks in support of plant operations.

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# ANDREW S. PERDUE

Senior Project Manager

Mr. Perdue currently manages the air quality aspects for the operation of a multiple municipal solid waste landfills. Project activities include state and federal construction and operating permit application development, annual emission inventory reporting, greenhouse gas emissions reporting, emission source testing, quarterly reporting, NSPS reporting, regulatory agency negotiations, and compliance demonstrations and certifications in accordance with the Municipal Solid Waste Landfill New Source Performance Standard (40 CFR 60 Subpart WWW), and state and local regulatory agency negotiations.

Mr. Perdue has assisted a variety of clients with alternative fuels evaluations to assess environmental permitting requirements and waste determinations. These activities also consist of siting determinations for waste processing and fuel preparation, handling and transfer. Example fuels have consisted of waste coal, tires (whole and shredded), biodiesel, glycerin, carpeting, wood, biomass, corn bran, and various gasification technologies.

Mr. Perdue has supported a variety of clients in response to requests from the USEPA for information pursuant to Section 114 of the Clean Air Act. These activities include the preparation and compilation of monitoring data, compliance records, permitting activity summaries, emissions calculations, technical support, agency discussions, and compliance negotiations.

Mr. Perdue managed all regulatory air quality aspects for the operation of a regional landfill gas to energy provider comprising 17 sites. Project activities include state and federal construction and operating permit application development, annual emission inventory reporting, emission source testing, compliance demonstration with the Municipal Solid Waste Landfill New Source Performance Standard (40 CFR 60 Subpart WWW), and state and local regulatory agency negotiations.

Mr. Perdue has been involved in various engineering and environmental aspects of multiple ethanol and renewable fuels development projects, ranging from

conceptual development to the expansion of existing facilities and routine compliance activities of ongoing ethanol plant operations. Andy has played an integral role in plant siting, annexation and zoning, civil and geotechnical engineering, air, water, and other environmental permitting, project financing, and project management of multiple renewables projects.

Mr. Perdue has managed the Greenfield development and air permitting of a 50 MMgal/yr fuel ethanol plant. Activities included emissions calculations, construction permit application preparation, draft permit development, regulatory agency negotiation, and permit issuance. Subsequent activities included permitting a 50 MMgal/yr expansion of the plant and subsequent production increase based on performance testing results for PSD avoidance, permitting of an E-85 blending operation, and the permitting evaluation of various pilot projects.

Mr. Perdue permitted the Greenfield development and minor source air permitting of a 36 MMgal/yr fuel ethanol plant with a waste coal boiler island, which also served as emissions control. Activities included emissions calculations, construction permit application preparation, draft permit development, regulatory agency negotiation, and permit issuance.

Mr. Perdue managed the environmental compliance and due diligence associated with the acquisition of a specialty chemical manufacturing facility. Activities included a Phase I and subsequent Phase II ESAs, regulatory compliance audit of current and past practices, and feasibility studies of remediation strategies and technologies. Supplemental activities involved a detailed compliance review and recommendations of Leak Detection and Repair (LDAR) practices (NSPS and NESHAP) and assistance in response to 114 requests from USEPA.

Mr. Perdue has prepared a Title V renewal application for the largest lime kiln in North America. Mr. Perdue also managed the development of a Compliance Assurance Monitoring (CAM) Plan (40 CFR 64) and compliance demonstration with the CAM plan as a part of the renewal.

# ANDREW S. PERDUE

Senior Project Manager

Mr. Perdue managed air permitting activities for a concrete crushing operation and co-located asphalt plant in suburban Chicago. Activities consisted of the review, consolidation of several historical permits issued to the facilities, regulatory agency negotiations, emissions calculations, permit development and fugitive dust plan development.

Mr. Perdue assisted with the management of environmental issues identified during construction activities at a golf course facility in Macau, China that was constructed from landfill consisting of construction and demolition debris and clean soil, mixed with MSW and MSW incinerator waste. During construction, waste was encountered and construction was stopped due to local Environmental Protection Bureau concerns of potential storm water and groundwater impacts from material encountered in a storm water pond. Weaver Boos performed a site visit, met with the local officials, reviewed available documents, design plans, sampling data, and provided engineering recommendations and guidance for the completion of construction activities to both our client and the Environmental Protection Bureau - Government of the Macau Special Administrative Region in accordance with local regulations.

Mr. Perdue successfully managed the environmental provisions of an environmental insurance policy and a long term lease for the commercial redevelopment of a 36-acre former municipal solid waste landfill in central Los Angeles, California. Project activities included the review, analysis, and summary of historical environmental investigations performed by other consultants, regulatory review and agency negotiations, and environmental insurance policy review and negotiations in order to facilitate future property development. Project activities revealed that the former landfill was not a regulated site; environmental insurance was obtained and commercial redevelopment facilitated without additional investigation or obtaining any formal "No Further Remediation" type letter from the state regulatory agencies.

Mr. Perdue managed and performed a voluntary RCRA hazardous waste excavation, remediation, and closure activities at large manufacturing facility located in Arkansas.

Mr. Perdue has performed hundreds of Phase I environmental site assessments and managed and supervised technical support staff in the preparation of over 700 Phase I environmental site assessments throughout the nation.

Managed and developed corporate environmental guidance documents for a national pulp and paper company for distribution to 175 facilities nationwide. The development of this guidance encompassed all aspects of the potential environmental regulatory impacts associated with facility chemical management, from chemical purchasing controls and approval procedures to training, chemical use, handling, and hazardous waste disposal.

Mr. Perdue also assisted in the development of a comprehensive environmental awareness training program for the same national pulp and paper company. Performed environmental needs assessment audits, conducted employee interviews, and assisted in the development of written training materials for delivery to hourly/salaried, full-time, and part-time employees.

Conducted SARA Form R and Tier I/II reporting and municipal and industrial wastewater permitting for various manufacturing facilities in both Illinois and Wisconsin.

Mr. Perdue has conducted comprehensive and media-specific environmental compliance audits of facilities located in Illinois, Wisconsin, and Missouri for a wide variety of manufacturing industries. Both the comprehensive and media specific audits included recommendations for corrective measures and, in some cases, implementation of corrective action activities prior to formal completion of the audit.

## Professional Affiliations

Air and Waste Management Association

**WEAVER  
BOOS  
CONSULTANTS**

# CAROLYN M. FELTZ, P.E., LEED AP

Senior Project Manager

## Fields of Expertise

Environmental Site Assessments, Environmental Permitting and Regulatory Compliance, Brownfields Redevelopment, Environmental Remedial Projects, Risk Based Corrective Action

## Certifications

Licensed Professional Engineer (PE), State of Illinois  
LEED Accredited Professional  
OSHA 40-Hour HAZMAT/Health and Safety Training  
Annual Refresher

## Education

M.Eng. Environmental Engineering, Illinois Institute of Technology, 2004  
B.S. Environmental Engineering, Northwestern University, 2001

## Professional Summary

Ms. Feltz serves as a Senior Project Manager for Weaver Boos Consultants North Central, LLC. She has over ten years of professional experience in environmental due diligence (Phase I/II ESA), subsurface soil and groundwater investigations as well as compliance, assessment and monitoring reports. She has supervised and implemented the completion of numerous projects including multi-phase environmental site assessments, risk based corrective action, Brownfields redevelopment, hydrogeological investigations, groundwater impact assessments, remediation planning and implementation, multi-media compliance audits, UST closures, and environmental risk assessments for real estate portfolios. She is the lead certifying engineer for the Environmental Practice Group. She has also supported litigation matters involving issues of standard of practice, negligence and negligent misrepresentation.

## Select Project Experience

Ms. Feltz has performed hundreds of Phase I environmental site assessments (ESAs) for residential, commercial and industrial clients nationally. The assessments have generally complied with the ASTM E1527 standard and she meets the definition of an

Environmental Professional. Her due diligence experience also includes the coordination and implementation of non-scope items such as asbestos and lead-based paint surveys, hazardous material inventory, mold and water intrusion assessments, flood plain and wetland delineation and regulatory compliance evaluations. Ms. Feltz has also performed evaluations of real estate portfolios assessing environmental liabilities and ranking sites according to adverse risk and cost impacts.

Ms. Feltz has extensive experience in the evaluation of appropriate next steps following initial due diligence activities. She incorporates the client's risk tolerance and objectives when assessing potential subsequent action and associated costs. Subsequent actions can include implementation of a Phase II ESA, site characterization investigation, preliminary closure evaluation, remediation technology review and/or cost and feasibility analyses. She also has experience combining site development consulting relative to existing site conditions and its effect on construction sequencing, schedule and cost. Ms. Feltz has been involved in over 70 subsurface investigations throughout the Midwest ranging from farm and/or vacant land to corner gas stations, strip malls and drycleaners to several hundred acre intermodal rail yards and chemical manufacturing facilities. She also understands the unique challenges presented within the urban subsurface and has employed techniques to differentiate residual fill materials from source impacts.

Ms. Feltz has been involved in the successful closure of over twenty state voluntary remediation program projects located throughout the Midwest. These projects have utilized a range of closure strategies involving site-specific fate and transport modeling, risk assessment, remediation, land use controls, and engineered barriers. Many of these projects were completed in support of property acquisition and consequently completed in accordance with aggressive schedule and risk mitigation requirements. Select projects were also implemented in conjunction with redevelopment, renovation and/or

# CAROLYN M. FELTZ, P.E., LEED AP

Senior Project Manager

construction activities requiring increased level of coordination and efficiency.

Ms. Feltz is well versed in the new amendments to the Clean Construction and Demolition Debris (CCDD) regulations within the State of Illinois, providing comments on the draft rule and preparing presentations to provide insight to members of the affected industries. She has implemented elements of the draft rule on numerous projects and provided Uncontaminated Soil Fill (USF) Certifications pursuant to State statute.

Ms. Feltz managed acquisition of a No Further Remediation (NFR) letter pursuant to the Illinois Site Remediation Program for the former VA Hospital in downtown Chicago. Concurrent with demolition activities, active remediation efforts were completed which included free product recovery through hot spot removal and dual-phase extraction techniques, the removal of four 20,000-gallon and one 1,000-gallon USTs as well as the removal of two 50,000-gallon underground vaults. To secure the NFR Letter, Ms. Feltz developed various risk-based remedial strategies to address site conditions in a manner consistent with the overall project budget and demolition sequencing. These strategies, submitted to and approved by IEPA, included active remedial action as well as a Tier 3 Risk Assessment. The Risk Assessment evaluated excess cancer risks associated with the placement of an alternative engineered barrier on the property. Further, Ms. Feltz teamed with the project general contractor to implement the demolition activities in a manner that would assist the client in mitigating costs by "balancing" the demolition debris generated at the property against the areas excavated as part of remediation efforts. She also worked with the Contractor to develop a final grading plan appropriate for use as an engineered barrier for the property as well as to provide proper drainage and compaction for future site use.

Ms. Feltz acted as the owner's representative during the acquisition of a property within the south-side of Chicago. She successfully managed the implementation of a Phase I ESA at an abandoned property to support the potential expansion of a business on an adjoining property. The

initial due diligence activities also included the implementation of an asbestos and lead-based paint survey and the solicitation of bids for future abatement work. She also managed a geotechnical evaluation of the subsurface to assess the potential viability of future development. Based on the recognized environmental conditions identified, Ms. Feltz designed and implemented a Limited Phase II ESA to evaluate areas of potential concern for the prospective buyer. She then interpreted the significance of the results and assisted the buyer in the negotiation of a discounted purchase price based on the identification of subsurface impacts at the property. Property acquisition was completed and Ms. Feltz is currently assisting the client in the planning and implementation of site redevelopment.

Ms. Feltz provides ongoing due diligence, investigation, remediation and closure services for several railroad corridors and associated intermodal rail yards for a confidential Class I railroad operator. She currently manages nine properties and will continue to evaluate these properties moving forward as potential candidates for voluntary cleanup as well as initiate assessments on additional properties within her client's portfolio. She also manages the prioritization of each location and assesses budget availability based upon their location, preliminary findings as well as the immediate needs and expectations of her client. These properties range from one-mile rail corridors to an over 8-mile corridor each with some combination of historical fuel storage, fly dumping, yard activities including roundhouses, turntables and oil houses, suspect fill materials and underground storage tanks. In conjunction with this effort, Ms. Feltz also provides her general and specific observations with regard to ongoing compliance issues to assist her client in their understanding of the past, present and potential future environmental concerns and liabilities for each property.

Ms. Feltz has managed and implemented SRP activities leading to acquisition of a Comprehensive NFR letter for a former gasoline and service station on the south-side of Chicago. The remediation site formerly contained various

# CAROLYN M. FELTZ, P.E., LEED AP

Senior Project Manager

underground storage tanks (USTs) and had subsurface impacts identified through historical assessment work. Ms. Feltz was tasked by a lender (current owner) to assess the legacy environmental issues and develop an effective strategy moving forward to position the property for immediate sale. Ms. Feltz evaluated the lender's objectives, developed an anticipated cost of implementation and assisted the lender in negotiations with a prospective purchaser. As a result, Ms. Feltz enrolled the property into the SRP, performed limited supplemental site investigation activities to satisfy IEPA requirements for a Comprehensive site investigation, prepared and submitted relevant SRP reports and received and recorded a Comprehensive NFR Letter within 4 months of project initiation approximately \$6,000 under budget. This project was particularly challenging as a result of the tight timeframes imposed by the scheduled closing dates. Ms. Feltz was initially hired by the seller of the property and represented them during escrow calculations to support future environmental work on the property. However following closing, the buyer elected to retain Ms. Feltz's services through completion of the project and issuance of the NFR Letter.

## Professional Affiliations

Society of Women Engineers

## Publications/Presentations

Weaver, J.W., Feltz, C., Cambouris, P., Changes to Clean Construction and Demolition Debris (CCDD) Requirements, Public Act 096-1416, Illinois State Bar Association, 2011 Annual Environmental Law Conference, May 12, 2011.

# MICHAEL B. MAXWELL, LPG, CHMM

Senior Project Manager

## Fields of Expertise

Environmental Permitting and Regulatory Compliance, Environmental Monitoring, Statistical Analysis of Groundwater Quality Data, Hydrogeologic Investigations, Environmental Site Assessments, Risk-Based Corrective Action, Solid and Hazardous Waste Facility Permitting

## Certifications

Licensed Professional Geologist (LPG), States of Illinois, Indiana, and Florida

Certified Hazardous Materials Manager (CHMM)

Forty Hour Hazardous Waste Site Worker and Eight Hour Refresher Course

## Education

M.S. Geology, University of Iowa, 1996

B.A. Geological Science, State University of New York, College at Geneseo, 1994

## Professional Summary

Mr. Maxwell serves as a Senior Project Manager for Weaver Boos Consultants. He has over sixteen years of professional experience in conducting and managing a wide variety of environmental and solid/hazardous waste facility projects. These projects have included detailed environmental studies of solid and hazardous waste disposal facilities, as well as industrial manufacturing operations. He has successfully completed numerous environmental projects including: multi-phase environmental site assessments, risk-based corrective action, UST closures, hazardous and solid waste permitting, and corrective action, routine groundwater monitoring, groundwater assessment reports, and hydrogeological investigations.

## Select Project Experience

Mr. Maxwell is responsible for all aspects of groundwater monitoring projects at solid and hazardous waste disposal facilities, including: groundwater sampling, interpretation of analytical results, statistical evaluation, and report writing.

He has both performed and supervised the statistical analysis of groundwater monitoring data for numerous

landfills in Illinois, Indiana, Michigan, and New Mexico, including the preparation of numerous Statistical Evaluation Plans and Sampling and Analysis Plans that have been approved by various state and federal agencies.

He has been closely involved with all phases of groundwater monitoring in Indiana and Illinois, including: detection, assessment and corrective action groundwater monitoring.

He has supervised the technical support staff involved in the compilation of various permit modifications aimed at implemented state of the art "low flow" groundwater sampling methodologies at various solid and hazardous waste disposal facilities in Indiana. Other key project duties included regular communications with clients and technical review staff at state regulatory agency.

Mr. Maxwell was responsible for completing a detailed groundwater assessment report at a municipal solid waste disposal facility in Illinois. The report documented results and presented conclusions based on over one year of groundwater monitoring data (for over 200 constituents at over 50 monitoring wells). Data analysis was conducted using the software program DUMPStat. The Illinois EPA subsequently approved the Assessment Report, and permitted the groundwater quality standards developed in the report.

He has supervised technical support staff involved in hydrogeologic site investigations designed to comply with solid and hazardous waste permitting requirements in Indiana. The specific activities included the field drilling program, data evaluation, and preparation of the hydrogeologic site investigation for inclusion in the permit application. The reports were subsequently approved by the state agency and assisted the client in attaining expansion and/or renewal permits.

He has both performed and supervised numerous projects relating to permitting and regulatory compliance at a Hazardous Waste Disposal Facility in Northwest Indiana. Tasks completed included: RCRA permit compliance, RCRA permit modifications, permit renewals, preparation of assessment monitoring reports and preparation of

# MICHAEL B. MAXWELL, LPG, CHMM

Senior Project Manager

Alternate Source Demonstration Reports. The Alternate Source Demonstration Reports documented that the hazardous waste landfill was not the cause of statistically significant concentrations of barium and cyanide in groundwater. The reports were subsequently approved by the Indiana Department of Environmental Management, which avoided implementation of costly compliance groundwater monitoring at the facility.

Mr. Maxwell has prepared a Hydrogeochemical Investigation Report, which successfully documented that elevated concentrations of various common, naturally occurring constituents present at a downgradient monitoring point were the result of wetland conditions in the vicinity of the monitoring well.

He is project manager for permitting, design, and compliance activities at an industrial waste disposal facility in northwest Indiana. The facility is regulated under two different permits and is also part of a larger RI/FS investigation being conducted within the local municipality under an Agreed Order with USEPA. Activities managed include detection, assessment, and corrective action groundwater/surface water planning/monitoring, and supplemental closure, including wetlands investigations and permitting.

Mr. Maxwell was involved with all aspects, including site characterization field work, report preparation, and interaction with IEPA, for a vacant piece of prime real-estate located in the north suburbs of Chicago. The site was entered in the state of Illinois Site Remediation Program (SRP), and a Comprehensive NFR letter was obtained for the parcel to fulfill a lucrative property transaction contract. IEPA approved the remediation objectives for the site and a Remedial Action Completion Report.

He managed site investigation and Indiana Voluntary Remediation Program activities for a large glass manufacturing facility in Central Indiana. Site Investigation activities resulted in remediation of select facility areas to control for impacts attributable to semi-volatile organic compounds, polychlorinated biphenyl's (PCB's) and inorganic constituents. Additional site

measures included removal of contaminated creek sediments and implementation of a comprehensive groundwater investigation. The Remediation Completion Report has been approved by IDEM and a Comprehensive Certificate of Completion has been issued for the property.

He has prepared various report documents supporting RCRA Corrective Action activities at a steel company located in Portage, IN. The RCRA Facility Investigation (RFI) Workplan for this facility detailed proposed investigation and corrective action activities at several solid waste management units identified on the property. An Excavation Plan included in the RFI Workplan detailed plans for remediation of over 200,000 cubic yards of sludge, debris, and soils comprising a SWMU located on the property. The Excavation Plan included procedures for characterization of sludges (i.e., hazardous or non-hazardous); disposal of sludge, debris, and contaminated soils; decontamination of debris (and associated rinse water); management of drums, drum contents, and other miscellaneous debris; and procedures for verifying clean closure of the SWMU. The majority of the SWMUs included within the scope of the RFI Workplan have attained state approval of "No Further Action" status. Closure of various on-site Interim Status Hazardous Waste Units has also been obtained from both the state and federal regulatory agencies.

Mr. Maxwell has prepared an Alternate Concentration Limit (ACL) Demonstration for a closed RCRA Solid Waste Disposal facility in southern Indiana. The proposed ACLs were shown to be protective of human health and the environment using various risk-based methodologies, including: Risk-based Corrective Action (RBCA), and the state of Indiana Risk Integrated System of Closure (RISC). The ACL Demonstration is currently under review by IDEM.

He has managed remedial and report writing activities for the remediation and redevelopment of a high profile 7.5 acre Brownfield redevelopment property on Goose Island within the City of Chicago. The undeveloped site was entered into the Illinois SRP for purposes of securing a



# MICHAEL B. MAXWELL, LPG, CHMM

Senior Project Manager

Comprehensive NFR Letter. A Draft NFR Letter was attained in a timely manner, allowing for the closing of the real estate transaction. Implementation of risk-based remediation strategies, including soil management zone, engineered barriers, and institutional controls instead of active remediation potentially saved the property owner millions of dollars. The final NFR Letter from the state agency has been issued.

Mr. Maxwell is project manager for a LUST remediation project for a 1.5 acre parcel formerly containing a gasoline station and various other commercial buildings located in the west suburbs of Chicago. Remedial and site development activities completed at the site included the demolition of the previous gas station and other commercial buildings, UST removal, along with the excavation and disposal of greater than 2,000 tons of petroleum impacted soils. The costs incurred for the remedial activities are eligible for reimbursement under the Illinois LUST Fund and to date, over \$200,000 have been approved for payment from the LUST Fund. The remediation activities allowed for the timely redevelopment of the property as a drug store for a nationwide chain.

He supervised a team of over five technical staff involved in the due diligence review of the environmental conditions associated with a portfolio of nearly 300 commercial/industrial properties owned by a Real Estate Investment Trust in support of a proposed asset transfer totaling approximately \$3.4 billion. The results of the due diligence review were presented in a master spreadsheet that highlighted key environmental issues associated with each property. The review was completed within a compressed timeline of 3 weeks in order to meet the client specified closing schedule.

Mr. Maxwell has been involved with all aspects, including site characterization field work, report preparation, and interaction with IEPA, for a pair of vacant former industrial parcels located along the Mississippi River in downstate Illinois comprising a total of over 250 acres. The site has been entered in the Illinois SRP, and a Comprehensive NFR letter is being sought.

He is the primary author of a Technical Support Document related to a Petition to Delist a multi-source leachate that was considered a listed hazardous waste under RCRA. The document includes a risk assessment of the petitioned waste using the Delisting Risk Assessment Software (DRAS) developed by USEPA. Also, Mr. Maxwell provided testimony relating to the technical content of the Delisting Petition at a hearing before the Illinois Pollution Control Board. The Delisting Petition was subsequently approved by the Illinois Pollution Control Board.

## Publications/Presentations

*"Synthetic Soils From Industrial and Municipal Wastes, Phases II and III"*, presented at the Geological Society of America National Meeting, New Orleans, LA, November, 1995.

*"Synthetic Soils From Industrial and Municipal Wastes, For the Reclamation of Strip Mines in Southern Iowa"*, presented at the Geological Society of America North-Central Meeting, Ames, IA, May, 1996.

"Weaver Boos Consultants Environmental Manager Vapor Intrusion Roundtable", presenter, July/November, 2007 and April 2009.

*"Side-by-Side Comparison of Two Groundwater Sampling Methodologies: A Quantitative Review of Analytical Data From Groundwater Samples Collected Simultaneously Using Micropurge 'Low Flow' and Traditional Standard Groundwater Sampling Techniques"*, presented at the National Groundwater Association 2010 Ground Water Summit, Denver, CO, April 2010.

## Professional Affiliations

Institute of Hazardous Materials Managers  
National Groundwater Association

# Steven B Geneser

## Objective

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To manage and coordinate the various environmental issues associated with major capitol renovation projects for an owner, owner's representative, agency, or large public building system by applying my knowledge gained during my extensive environmental consulting career.

## Experience

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July 2005–September 2012                      Carnow, Conibear & Assoc., Ltd                      Chicago, IL

### Executive Vice President

- Project Director for all environmental issues for the Chicago Public Schools Regions 3, 4 and 5
- Supervised a staff of 20 Industrial Hygiene Department employees
- Fiscal responsibility and management of all tasks associated with 4 million dollars of Industrial Hygiene services annually
- Responsible for sales and marketing for the Industrial Hygiene Department
- Liaison between regulators, clients, employees and attorneys to ensure compliance
- Approved and maintained vendor and subcontractor credentials used by the organization
- Assisted with field work and design development on the Reese Complex demolition project to successfully meet the extremely aggressive schedule for Chicago 2016 and the Olympic bid
- Monitored and implemented necessary adjustments for Affirmative Action contract compliance
- Negotiated department client contracts and fee structure
- 24/7 point of contact for the coordination of emergency response needs for our clients
- Project Director and coordinator for Metra, including the high profile diesel exhaust passenger exposure study
- Project Director for the Chicago Transit Authority

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June 2000 – July 2005                      Carnow, Conibear & Assoc., Ltd                      Chicago, IL

### Vice President

- Project Director/Manager for environmental issues for Chicago Public Schools Region 3 and 4
- Coordinated the AHERA, required three year re-inspections for 216 schools in three months
- Managed client relationships for all department projects
- Fiscal responsibility for department budget
- Monitored Environmental Protection Agency, Illinois Department of Public Health, Occupational Safety and Health Administration, Department of Labor and Illinois Emergency Management Agency environmental compliance issues
- Project Manager for the emergency response Metra contract
- Project Manager for the International Steel Group inspection and demolition
- Coordinated all department employee annual training requirements
- Staffing forecast and maintenance for the Industrial Hygiene department

## Steven B Geneser

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July 1999 – June 2000

Carnow, Conibear & Assoc., Ltd

Chicago, IL

### Director, Asbestos and Lead Services

- Project Director/Manager for all environmental issues for the Chicago Public Schools
- Responsible for the daily management for a staff of 22
- Responsible for health and safety development and implementation for asbestos and lead services
- Managed a \$240,000.00 respiratory fit test and training project for a major healthcare provider

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May 1992 – July 1999

Carnow, Conibear & Assoc., Ltd

Chicago, IL

### Team Manager

- Project Manager for major mold remediation project in Kauai, HI
- Project Manager environmental issues for the Chicago Public Schools - Region 3
- Supervised a team of five industrial hygienists and their projects
- Assistant Project Manager for Chicago flood environmental clean-up
- Assisted with the project design, contract documents, bid process and project management for 114 School renovation project totaling 80 million dollars in environmental work

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September 1988 –May 1992

Carnow, Conibear & Assoc., Ltd

Chicago, IL

### Industrial Hygienist

- Conducted air monitoring for asbestos abatement projects for the Public Building Commission
- Completed indoor air quality surveys
- Traveled throughout the Midwest conducting asbestos surveys for national company
- Conducted mold investigation for major department stores in Florida

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## Education

1988

Illinois State University

Normal, IL

### Bachelor of Science

- Major - Environmental Health
- Major - Biology

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## Professional Certification and Licensure

- Illinois Department of Public Health Licensed Asbestos Air Sampling Professional, Project Manager, Inspector, Management Planner, Lead Inspector, Lead Risk
- Currently taking radon measurement course
- 40 Hour Health and Safety Training for Hazardous Waste Operation (Hazwoper)
- 8 hour supervisor course for hazardous waste
- Approved by Illinois Department of Public Health to teach all asbestos certification aspects

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## Additional Activities

- Property Committee Chair at Geneva Lutheran Church – coordinator of the property committee members responsible for the maintenance of the building and grounds
- Council Member at Geneva Lutheran Church
- Geneva Baseball Association Board Member and President of the Minor 9 and 10 League

## ATTACHMENT A

### HOURLY RATES

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Complete the following loaded Hourly Rate table and provide various unit rates for the staff who will work on Category A, B and C type projects. The unit rate shall include typical overhead and/or reimbursable costs for each staff member such as cell phone and computer usage, vehicles, mileage, parking, tolls, insurance, marketing and any other costs incurred as typical overhead. Drive time to the PBC or job site as requested shall be included in the overhead rate and not be billed as an hourly expenditure.

Task Item	Unit Rates	Unit	Hours Estimated	Total
JOB TITLES				
Include hourly rate for all positions provided and applicable hourly rates. Consultant services will be proposal based.				
A. Environmental Engineer P.E.	\$140	Per Hour		
B. Project Reviewer	\$135	Per Hour		
C. Certified Industrial Hygienist	\$120	Per Hour		
D. Environmental Scientist	\$103	Per Hour		
E. Environmental Communications Specialist	\$103	Per Hour		
F. Environmental Project Manager	\$119	Per Hour		
G. Environmental Technician	\$85	Per Hour		
H. Clerical/Administrative Staff	\$45	Per Hour		
I. AutoCAD Technician:	\$93	Per Hour		
J. Other Title: Principal	\$160	Per Hour		
<b>Totals</b>				

Weaver Boos will conduct the above services for a not to exceed cost estimate of \$ \_\_\_\_\_.  
Our costs will be invoiced on time and materials basis.

[Firm Name] Weaver Boos Consultants North Central, LLC agrees to Services as detailed in the Scope of work for the Unit Rates indicated above.

Date: \_\_\_\_\_

*(Signature)*

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*(Printed Name and Title)*

**A.1 CONSULTANT'S FEE**

- A.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services, included in each task order assigned by the Commission on a Not to Exceed Basis ("Fee"), which shall not exceed \$250,000 over the term of this Agreement. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendments constitute the Consultant's full fee for Basic Services.
- A.1.2 Consultant's Fee will include typical overhead and/or reimbursable costs for each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxicab fares, parking, tolls, insurance, marketing and any other costs incurred as typical overhead.

**A.2 HOURLY RATES FOR CONSULTANT PERSONNEL**

- A.2.1 **Hourly Rates for Consultant and Subconsultant Personnel.** All Consultant and Subconsultant personnel and the hourly rate billable for each are subject to the prior approval of the Commission. The hourly rates shall not include compensation for overtime pay or holidays.

**A.3 METHOD OF PAYMENT**

- A.3.1 **Invoices.** The Consultant will submit invoices, through CW to the Commission for Services performed, that will be paid monthly, provided the Consultant has performed Services to the reasonable satisfaction of the Commission.

Each invoice must reference the Task Order (and number) and be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances. In the event a portion of an invoice is in dispute, the Commission shall pay the portion not in dispute in accordance with paragraph A.3.2 while the disputed portion is in the process of being resolved.

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

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## EXHIBIT A LEGAL ACTION

**Firm Name:** Weaver Boos Consultants North Central, LLC

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

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

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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

The undersigned Daniel J. Dollear, as Controller  
Name Title

and on behalf of Weaver Boos Consultants North Central, LLC  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: Weaver Boos Consultants North Central, LLC
2. Address: 35 E. Wacker, Suite 1250, Chicago, IL 60601
3. Telephone: 312-922-1030 Fax: 312-922-0201
4. FEIN: 01-0822268 SSN: \_\_\_\_\_
5. Nature of transaction (check the appropriate box):

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

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

- ☐ Corporation  
☐ Partnership  
☐ Sole Proprietorship  
☐ Joint Venture

- ☒ Limited Liability Company  
☐ Limited Liability Partnership  
☐ Not-for-profit Corporation  
☐ Other: \_\_\_\_\_

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

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

Name	Title
John W. Weaver II	President
Douglas G. Dorgan, Jr.	Secretary

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

Name	Address	Ownership Interest Percentage
Weaver Boos Holdings, LLC	35 E. Wacker	100%
	Suite 1250	
	Chicago, IL 60601	

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

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

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**WEAVER**  
**BOOS**  
**CONSULTANTS**

April 15, 2014

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

**Re: Environmental Technical Review Services Contract Number PS2017**  
**Section 4.3.6 – Pending Litigation**

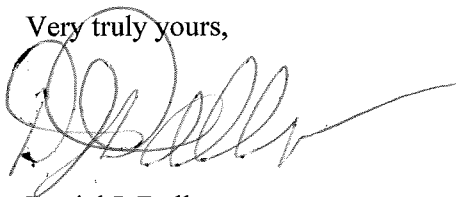
To Whom It May Concern:

Weaver Boos Consultants North Central, LLC is 100% owed by Weaver Boos Holdings, LLC.

The following persons have a beneficial ownership interest of 7.5% or more in Weaver Boos Holdings, LLC:

<b>Name:</b>	<b>Beneficial ownership interest %:</b>
John Weaver	34.01 %
Jeff Young	10.14 %
Doug Dorgan	9.37 %
Ali Hashimi	7.26%
Matt Stutz	5.43%

Very truly yours,



Daniel J. Dollear  
Controller

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**PARTNERSHIPS**

1. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name	Ownership Interest Percentage

**SOLE PROPRIETORSHIP**

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

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

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

Name(s) of Principal(s)

3. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised

Name	Address

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CONTRACTOR CERTIFICATION**

**A. CONTRACTORS**

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

**EXHIBIT B**  
**DISCLOSURE AFFIDAVIT**

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

**B. SUBCONTRACTORS**

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

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**C. STATE TAX DELINQUENCIES**

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

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

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

**D. OTHER TAXES/FEEES**

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

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

**E. PUNISHMENT**

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

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

**CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction<sup>5</sup>; (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

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

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

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

**INCORPORATION INTO CONTRACT AND COMPLIANCE**


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

EXHIBIT B  
DISCLOSURE AFFIDAVIT

VERIFICATION

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

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

  
Signature of Authorized Officer

Douglas B. Dorgan, Jr.  
Name of Authorized Officer (Print or Type)

Secretary

Title

312-422-1030

Telephone Number

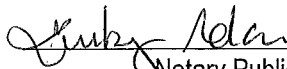
State of Illinois

County of Cook

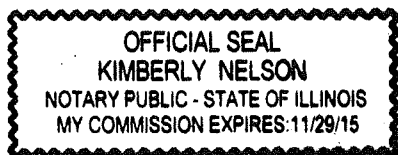
Signed and sworn to before me on this 16 day of April, 20 14 by

Douglas B. Dorgan, Jr. (Name) as Secretary (Title) of

Weaver Boos Consultants  
North Central, LLC (Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal



**EXHIBIT C**  
**DISCLOSURE OF RETAINED PARTIES**

**Definitions and Disclosure Requirements**

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

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

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

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant: Weaver Boos Consultants North Central, LLC

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

Retained Parties:

<b>Name</b>	<b>Business Address</b>	<b>Relationship</b> (Attorney, Lobbyist, etc.)	<b>Fees</b> (indicate total whether paid or estimated)
John W. Weaver II			
Douglas G. Dorgan, Jr.			

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

The Consultant understands and agrees as follows:



EXHIBIT C  
DISCLOSURE OF RETAINED PARTIES

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

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

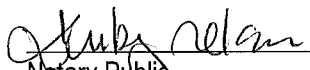
      4/16/14  
Signature      Date

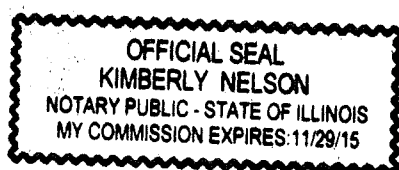
Douglas G. Dorgan, Jr.  
Name (Type or Print)

Secretary  
Title

Subscribed and sworn to before me

this 16th day of April 2014

  
Notary Public



**SCHEDULE A**  
**INTENTIONALLY OMMITTED**

**SCHEDULE D**  
**INTENTIONALLY OMMITTED**