



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

**PROFESSIONAL SERVICES AGREEMENT**  
**ENVIRONMENTAL ENGINEERING SERVICES**  
**(PS2060C)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**CARLSON ENVIRONMENTAL, INC.**

**FOR**

**ENVIRONMENTAL ENGINEERING SERVICES (PS2060C)**

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

<b>FIRM NAME:</b>	Carlson Environmental, Inc.
<b>CONTACT NAME:</b>	Gail Artrip
<b>CONTACT TELEPHONE:</b>	312-593-2122
<b>CONTACT EMAIL:</b>	gartrip@carlsonenv.com
<b>ADDRESS:</b>	65 E. Wacker Place - Suite 2210 Chicago, IL 60601

**Mayor Rahm Emanuel**  
Chairman

Felicia S. Davis  
Executive Director

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**EXECUTION PAGE**  
**ENVIRONMENTAL ENGINEERING SERVICES- PS2060C**

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

**Carlson Environmental, Inc.** with offices at 65 E. Wacker Place  
Suite 2210      Chicago      IL      60601      (the "**Consultant**").  
Address                      City                      State                      Zip

**Recitals:**

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

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

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

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

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

**EXECUTION PAGE**  
**ENVIRONMENTAL ENGINEERING SERVICES - PS2060C**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Rahm Emmanuel

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

Mayor Rahm Emmanuel  
Chairman

ATTEST:

Lori Ann Lypson  
Secretary

Date: 2/19/16

CONSULTANT: Carlson Environmental, Inc.

[Signature]  
President or Approved Signatory

Date: 2-4-2016

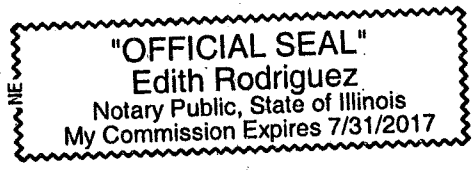
AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: COOK

State of: Illinois

Subscribed and sworn to before me by Edward Gauske and \_\_\_\_\_  
on behalf of Consultant this 4 day of Feb, 2016.

Edith Rodriguez  
Notary Public  
My Commission expires: 7/31/17  
(SEAL OF NOTARY)



Approved as to form and legality:  
Anne L. Zedd  
Neal & Leroy, LLC

Date: 2-5-16

**SCHEDULE A  
TERMS AND CONDITIONS**

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

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

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

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

- b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.
- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [www.pbccchicago.com/pdf/RES\\_PBC\\_ecr\\_CodeofEthicsConsolApril%202013\\_20130405.pdf](http://www.pbccchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf) and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **CW System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission.

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

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

## 7. **Term.**

- a. The term of this Agreement is two (2) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
  - b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.
  - c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.
8. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$1,500,000.00 The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.



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

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

17. **Miscellaneous.**

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

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**SCHEDULE B**  
**SCOPE OF SERVICES**

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

- A. Planning Phase Environmental Services, including but not limited to:
  - 1. Phase I Environmental Site Assessments (ESAs)
  - 2. Phase II ESAs:
  - 3. Geophysical Surveys
    - a. Electromagnetic Surveys
    - b. Ground Penetrating Radar Surveys
  - 4. Test Pit Excavation and Site Restoration
  - 5. Environmental Grant Applications
  - 6. Environmental Remediation Budget Preparation
- B. Environmental Design Phase Services, including but not limited to:
  - 1. Phase II Environmental Assessments and Report Preparation
    - a. Soil Borings and analytical
    - b. Soil Sampling (Grab sampling and hand auger)
    - c. Additional Geophysical Surveys or Test Pitting Activities
  - 2. IEPA Site Remediation Program Enrollment, Site Investigations and Reporting
  - 3. Environmental Project Management during Project Design
  - 4. Bid Package Generation
    - a. Preparation of Drawings and Specifications
    - b. Design Meeting Participation
    - c. Bid Meeting Participation
    - d. Meeting Minutes
    - e. Bid Package Coordination
  - 5. Environmental Grant Administration
- C. Construction Phase Oversight Services, including but not limited to:
  - 1. Contract Administration
  - 2. Environmental Submittal Approvals
  - 3. Remediation and Soil Management Oversight
  - 4. Underground Storage Tank Management
  - 5. Field Meetings Related to Environmental Matters
  - 6. Soil Management and Remediation Report Generation
  - 7. IEPA Site Remediation Program Management
  - 8. Environmental Engineering and Remediation Tasks as requested by the PBC

*General Detailed Scope of Services – Environmental Consulting Services*

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

*Category A. Planning Phase Environmental Services*

- 1. Phase I Environmental Site Assessments (ESAs): Conduct Phase I Environmental Site

Assessments in accordance with the ASTM E 1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The federal rule recognizes the ASTM E 1527-13 standard as an acceptable guidance document for satisfying the "All Appropriate Inquires" (AAI).

2. Geophysical Surveys: Conduct geophysical survey using electromagnetic and/or ground penetrating radar and reports to explore and evaluate sites for the possible presence of former underground storage tanks, foundations or other subsurface structures.

3. Test Pit Excavation and Site Restoration: Conduct test-pit excavations using excavation equipment in locations of unexplained anomalies based on the results of the geophysical survey that may indicate the presence of underground storage tanks, foundations or other subsurface structures. Site Restoration services would include the backfilling test pit with moderate compaction effort and the restoration of sod, asphalt, concrete or other surface required to be repaired by the PBC.

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

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

#### *Category B. Environmental Design Phase Environmental Services*

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

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

2. IEPA Site Remediation Program (SRP) Investigations and Reporting: Enrollment of PBC sites into the IEPA SRP on an as needed basis. The Consultant must be able to conduct the necessary work to secure a No Further Remediation (NFR) letter, which could include, but not limited to the following scope:

- a. Completion and submittal of the SRP DRM-1 and DRM-2 Forms to the IEPA on behalf of the PBC.
- b. Under the supervision of an Illinois Licensed Professional Engineer, preparation of a Focused or Comprehensive Site Investigation Report (F/CSIR) in accordance with 35 Ill. Adm. Code 740 that include creating environmental sampling work plans and conducting site investigations inclusive of sampling, analyses and field screening measurements to characterize the nature, concentration and extent of contaminants of concern based on Recognized Environmental Conditions (RECs) identified in the Phase I Environmental Site Assessment.
- c. Provide senior level technical review of reports for technical accuracy and completeness.
- d. Under the supervision of an Illinois licensed Professional Engineer, preparation of Remediation Objectives Report/Remedial Action Plan (ROR/RAP) in accordance with 35 Ill. Adm. Code 740 and 742. The RO

Report would detail the proposed remediation objectives for the remediation site. The RAP would describe the proposed remediation strategy and evaluate its ability and effectiveness to achieve the remediation objectives proposed for the remediation site.

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

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

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

#### 4. Bid Package Generation

- a. Preparation of Drawings and Specifications: The Consultant would work closely with PBC Design PM's and assigned consultants to identify environmental site conditions, incorporate cost effective site remediation strategies as part of the design (if necessary), develop soil management, and/or disposal strategies that comply with current regulations. The Consultant would need to be able to ensure that the earthwork/soil management plans and specifications provide a clear line of

responsibility and work procedures for both the Site Preparation and Building Construction Phases. The Consultant would also prepare or modify existing project specifications related to soil and water management that clearly identify the future site preparation and construction contractor obligations. These specifications should also ensure that the Contractor's environmental scope of work complies with the local, state and federal regulations and that their performances of such activities are a measure for payment.

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

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

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

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

- i. Environmental Design Kick-Off Meeting
- ii. Bi-Weekly Design Meetings
- iii. Design Phase Utility Coordination Site Visit
- iv. Design Milestone Meetings (60%, 90% and 100% set)
- v. Design to Construction Meeting

c. Bid Meeting Participation: The Consultant would attend meetings relative to providing environmental design information throughout the bidding process including:

- i. Pre-Bid
- ii. Technical Review

iii. Construction Pre-Installation Meeting

d. Meeting Minutes: The Consultant would prepare meeting minutes for all environmental related meetings and provide the meeting minutes in a draft copy for PBC review and comment.

e. Bid Package Coordination: The Consultant would coordinate the development of all environmental bid documents with the Architect of Record and their project team including but not limited to the landscape, geotechnical, structural and civil engineering professionals (the PBC has template specifications that can be modified for this task.) The Consultant reviews all specifications generated by the AOR team related to backfill, earthwork, utilities, and landscaping for language continuity among all specification sets especially where the language relates to dealing with areas having environmental conditions or special soil management requirements).

5. Environmental Grant Administration: The Consultant would provide grant administration services, at the direction of the PBC, including, but not limited to:

- a. Preparing grant applications
- b. Generating environmental estimates as requested
- c. Preparing grant reporting as required by the specific grant type
- d. Meeting preparation and presentations to grant administrators
- e. Preparing presentations for public meetings as well as community relations plans
- f. Seeking out information requested and filling forms required by the grant

*Category C. Construction Phase Environmental Oversight Services*

1. Contract Administration: The Consultant would provide contract administration activities to ensure all environmental site work is performed in accordance with the project design and specifications as well as in accordance with local, state and federal environmental regulations.
2. Environmental Submittal Approvals: The Consultant would provide review, comment and approval on Contractor submittals related to environmental remediation work. The Consultant would be expected to review submittals related to the management of soil, storm and groundwater on and off site; soil stockpiling; dust suppression, ect. The Consultant would review and collect copies all trucking manifests concerning disposal of all materials and imported material documentation for compliance with project specifications.
3. Remediation and Soil Management Oversight: The Consultant would provide daily, weekly or as required environmental oversight throughout environmental remediation and soil management activities including, but not limited to the excavation of contaminated soil and backfilling of materials (i.e. clay, topsoil, clean stone, etc.). Compile all load tickets, gate receipts, waste manifests, disposal records, analytical data, permits, field logs, photographs, and survey information from Contractor for inclusion in the final reporting and for PBC and client as directed.



4. **Underground Storage Tank Management:** The Consultant would provide Underground Storage Tank Management Services to assist the Contractors to remove underground storage tanks from PBC sites. The Consultant would assist with permitting, generating correspondence, providing analytical and reporting as required by the IEPA and Office of the State Fire Marshall.
5. **Field Meetings Related to Environmental Matters:** The Consultant would attend project coordination and weekly meetings at PBC or on the project site as required.
6. **Soil Management and Environmental Remediation Report Generation:** The Consultant would prepare weekly and bi-weekly environmental reports as well as a final soil management and remediation report as required by the PBC. The Consultant would provide a written summary of field activities, summary of any survey or other field measurements as well as photo-documentation of all soil related activities. Soil related activities include but are not limited to: uncontaminated soil reuse, uncontaminated soil disposal, contaminated soil disposal, imported fill material backfill and landscape installation, and engineered barrier placement.
7. **IEPA Site Remediation Program Management:** The Consultant would also provide the appropriate reports if the site is enrolled in the IEPA SRP. Reports should document daily, weekly or as required, trucks importing and exporting soil/fill materials to/from the site as well as installation of all engineered barriers. The Consultant would provide a written summary of field activities, summary of any survey or other field measurements as well as photo-documentation of all related activities for remediation and installation of engineered barriers.
8. **Environmental Engineering and Remediation Tasks as requested by the PBC:** The Consultant would perform environmental engineering tasks as requested by the PBC including but not limited to: environmental technical review; soil remediation; underground storage tank removal; public speaking; etc.

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**SCHEDULE C**  
**COMPENSATION OF THE CONSULTANT**

**C.1 CONSULTANT'S FEE**

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

**C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL**

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

**C.3 METHOD OF PAYMENT**

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

Each invoice must reference the contract number, task order number, project name and include reasonable detail to sufficiently describe the services performed. At its discretion, the Commission may require detail and data relating to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the

Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress reports must identify any variances from budget or schedule and explain reasons for any such variance(s).

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

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**LOADED HOURLY RATES - ENVIRONMENTAL CONSULTING SERVICES  
ENVIRONMENTAL ENGINEERING SERVICES - PS2060C**

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

<b>Job Title</b>	<b>Unit</b>	<b>Hourly Rates</b>
<b>Phase I and II Environmental Assessments/Design and Construction Management</b>		
A Principal	Per hour	\$ 165.00
B Environmental Engineer P.E.	Per hour	\$ 130.00
C Environmental Engineer	Per hour	\$ 120.00
D Geologist/Hydrologist	Per hour	\$ 110.00
E Certified Industrial Hygienist	Per hour	\$ -
F Environmental Scientist	Per hour	\$ 80.00
G Building Inspector (Hazardous Waste)	Per hour	\$ 100.00
H Chemist	Per hour	\$ -
I Environmental Communications Specialist	Per hour	\$ -
J Project Manager	Per hour	\$ 120.00
K Senior Project Manager	Per hour	\$ 130.00
L Environmental Technician	Per hour	\$ 60.00
M Clerical/Administrative Staff	Per hour	\$ 45.00
N Drafting Technician	Per hour	\$ -
O Civil Engineer	Per hour	\$ -
P Asbestos Inspector	Per hour	\$ 125.00
Q Insert Other Title Here	Per hour	\$ -
<b>Environmental Design Services</b>		
A Environmental Engineer P.E.	Per hour	\$ 130.00
B CAD Specialist	Per hour	\$ -
C Drafting Technician	Per hour	\$ -
D Clerical/Administrative Staff	Per hour	\$ 45.00
E Engineer	Per hour	\$ 110.00
F Project Manager	Per hour	\$ 120.00
G Sr. Project Manager	Per hour	\$ 135.00

## SCHEDULE D INSURANCE REQUIREMENTS

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

### D.1. INSURANCE TO BE PROVIDED

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

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

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

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

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

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

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

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

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

#### D.1.4. Professional Liability

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

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

#### D.1.5 Property

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

#### **D.1.6 Valuable Papers**

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

#### **D.1.7 Contractors Pollution Liability**

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

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners, and others as may be required by PBC, as Additional Insured on a primary and non-contributory basis for on going and completed operations.

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

#### **D.1.8 Railroad Protective Liability**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant must submit the following:

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

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





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Illinois, Inc.		NAMED INSURED Carlson Environmental, Inc. Attn: Tiyana Latham 65 E Wacker PL, Ste 2210 Chicago, IL 60601	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

### ADDITIONAL REMARKS

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

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

**ENDORSEMENT #009**

**CHANGE ENDORSEMENT**

This endorsement, effective 12:01 a.m., December 5, 2014 forms a part of Policy No. GEC000257915 issued to CARLSON ENVIRONMENTAL, INC. by Greenwich Insurance Company.

In consideration of no change in premium, the following endorsement form is added, attached and made a part of this policy:

CG 20 33 04 13 – Owners, Lessees or Contractors – Automatic Status When Required In Construction Agreement With You

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE E  
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

Staff	Years w Carlson	Years in Industry	Experience - A	Experience - B	Experience - C	10 Years SRP	7 Years LUST	Owner's Rep Experience	Grant Admin Experience	QA/QC Technical Review
Artrip, Gail C. *	9	31	■	■	■	■	■	■	■	■
Beard, Robert	6	8	■	■	■			■		
Carlson, Richard A.	41	27	■	■	■			■	■	■
Garske, Edward E.	26	35	■	■	■	■	■	■	■	■
Karlovitz, Christine M.	7	7	■							■
Kastengren, Jennifer M.*	9	12	■	■						
Markunas, Bernard **	9	36	■	■	■		■	■	■	■
McGee, Michael V.	1	4	■	■	■					
McSorley, Scott M.	11	12	■	■	■	■	■	■	■	
Micari, Paul A.	17	17	■	■	■	■	■	■		■
Rodriguez, Edith	3	3	■							
Roiniotis, Kerri A.	9	12	■	■	■			■		
Shabino, Bruce A. **	20	26	■	■	■	■	■	■		
Sisson, Ryan J.	1	1	■	■	■			■		

\* Illinois Professional Engineer

\*\* Illinois Professional Geologist

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**EDUCATION**

University of Utah, BS in Geological Engineering, 1984

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**EXPERIENCE  
SUMMARY**

Ms. Artrip specializes in investigation and evaluation of soil and groundwater contamination with an emphasis on remedial design and construction management from project inception. She has significant experience in managing and executing environmental site investigations and remediation projects. Ms. Artrip has had considerable success with the aggressive use of risk-based corrective action principles to obtain numerous No Further Remediation/Action letters on behalf of clients.

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**PROFESSIONAL  
EXPERIENCE**

Carlson Environmental, Inc., Chicago, Illinois (2006-current)  
Vice President of Engineering

EnviResource, Inc., Palatine, Illinois (2005-2006)  
Senior Engineer

URS Corporation, Rolling Meadows, Illinois (1993 to 2005)  
Senior Engineer

Metcalf & Eddy, Inc., Itasca, Illinois (1989 to 1993)  
Project Engineer

King County Public Works, Seattle, Washington (1985 to 1989)  
Engineer

Salt Lake City Airport Authority, Salt Lake City, Utah (1984 to 1985)  
Engineer

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**REPRESENTATIVE  
PROJECTS**

Managed a multi-site (22 manufacturing facilities – US and Europe) Phase I environmental site assessment/multi-media regulatory compliance assessment project pursuant to a divestiture. The assignment included extensive review of prior environmental work by others, recommendations for additional Phase II and remediation work, and estimation of environmental liabilities and needed capital improvements to enable the facilities to comply with current and proposed regulations. Conducted four multimedia regulatory compliance assessments coupled with Phase I site assessments at various plants in Illinois pursuant to a large divestiture. Two of the plants manufactured solvent-based resins and adhesives, one manufactured catalysts for use in the petroleum refining industry, and one manufactured specialty silicates. Category A

Conducted Phase I/Compliance Assessments at the following types of industrial manufacturing facilities: polyethylene fine-meshed screens for medical filtering applications, industrial pumps, air compressors, carpet underlayment, anti-freeze storage/blending/packaging, chicken processing, toilets/sinks, electronic control devices, magnet wire producer, plumbing fixtures, prison, pulp and paper mills, corrugated cardboard, coal-fired power plant, chain link fence, aircraft hangar, and an air conditioner manufacturing facility. Category A

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**REPRESENTATIVE  
PROJECTS  
(CONTINUED)**

Conducted a Phase I/Compliance Assessment at a polystyrene disposable food packaging plant for a potential buyer. Several areas of significant non-compliance were identified and made known to the buyer. Cost estimates for related capital expenditures necessary to bring the facility into compliance were developed. The transaction was then completed, taking into account such costs. Category A

Performed a RCRA compliance audit for a paint manufacturer with an emphasis on training in-house environmental staff in future self-assessment techniques. Audit included identification of numerous waste minimization and pollution prevention opportunities. Category A

Project manager for numerous RCRA compliance evaluation inspections (CEI) and land disposal restriction (LDR) inspections for U.S. EPA and Indiana Department of Environmental Management. Conducted many CEI/LDR inspections at manufacturing facilities throughout the Midwest. Most either held a Part B permit or interim status. Category A

Provided technical review assistance for RCRA-related documents for numerous sites for the USEPA including RCRA Facility Investigation (RFI) Work Plans, RFI Reports, Interim Measures, Description of Current Conditions, and Pre-Investigation Evaluation of Corrective Measures Technologies, and Leachate Collection and Treatment Plant Designs. Category A

Conducted a Phase I environmental site assessment at a former industrial landfill in McCook, Illinois for a major aluminum industrial client. Assisted the client in understanding how the surrounding land use (primarily active limestone quarries) was impacting the groundwater setting at his site, and evaluated the significance of historic and potential future enforcement. Category A

Managed a multimillion dollar project for an industrial client under the IEPA Site Remediation (voluntary) Program. In addition to conducting an expedited Phase I site assessment and extensive soil and groundwater investigation, the work included derivation of higher site-specific cleanup objectives using the Tiered Approach to Corrective Action Objectives (TACO) regulations in an effort to minimize the volume of soil requiring remediation. Soils were carefully segregated on site to further cost control efforts. Acted as general contractor, engaging seven different specialty subcontractors on cleanup effort taking the project from asbestos abatement, sewer removal/replacement, sheet piling, on-site treatment of RCRA-impacted soils to final demolition and site preparation. Prepared bid packages and obtained necessary permits for each of the subcontracts. Numerous value engineering opportunities were identified during the work in progress to further reduce project cost. Several potential negative cost items were creatively converted to assets. Upon completion, a No Further Remediation letter was obtained from the IEPA and the site was converted to residential use. Categories A, B, C

Managed a site investigation and remediation at a residential apartment complex near the University of Illinois-Chicago campus. The site had previously been used for numerous industrial purposes over the past 100 years. Since the site is located in an area with an IEPA-approved water well ordinance, no groundwater remediation was required. However, site-wide engineered barriers were required to mitigate soil ingestion and inhalation risks to residents. Approximately 50% of the site was already covered with asphalt or concrete. However, the remaining 50% was covered with lawn or other mature trees and shrubs. Obtained IEPA approval to install an alternative engineered barrier that required minimal excavation or haul-off of



**REPRESENTATIVE  
PROJECTS  
(CONTINUED)**

existing soil, minimal disruption and contaminant to residents, reduced traffic impacts and safety considerations, and that could be installed relatively quickly, all of which dramatically reduced the client's costs. Categories B, C

Managed a site investigation and remediation activities at the 250-acre Caterpillar site in Joliet. Shallow groundwater impacts (VOCs, PNAs and metals) were discovered during the investigation. The site obtains both its potable and process water from three on-site deep wells. Carlson provided a technical rationale and groundwater modelling report to justify continued use of the deep water wells due to the presence of a thick aquitard between the shallow and deep water wells. The modelling also showed that the groundwater impacts would attenuate to meet current surface water quality standards prior to discharging into the adjacent Des Plaines River. Because the shallow groundwater impacts are predicted to migrate onto the adjacent industrial site, it was necessary to obtain an Environmental Land Use Control that prohibits installation of shallow water wells on a portion of the adjacent property. Additionally, LNAPL was discovered on a portion of the Caterpillar site. Numerous remediation methods (dual-phase vacuum extraction, termination of preferential pathways along utility corridors, skimming/pumping from open excavations) were employed to address the free phase. Ultimately, a case was successfully made to IEPA for having achieved the "maximum extent practicable". Categories B, C

Managed the investigation and remediation of site which manufactured paints, varnishes, and other chemicals in the 1920s. Limited access to basement and isolated courtyard locations made the use of conventional dump trucks and most other heavy equipment impossible; eliminating excavation and off-site disposal as a viable remedial option. Because attempts at in-situ stabilization of the metals were unsuccessful, Carlson made a case for impractical remediation under the Tier 3 provisions of the TACO regulations. IEPA agreed, and the arsenic and lead concentrations were allowed to remain in place. Carlson applied an alternative Tier 3 model (advection-dispersion equation) which dramatically reduced the lateral migration distance predicted by the model, and made the number of parties requiring neighbor notification much more manageable. Categories B, C

Designed a high volume LNAPL/groundwater remediation system for a site with a thick plume measuring several acres. Groundwater was captured through multiple 4-ft diameter, vertical, perforated corrugated metal pipes, each approximately 15 feet in height. Obtained a special permit variance to discharge the treated (oil/water separator only) water to the POTW for pennies per gallon versus approximately \$1.50/gallon for commercial treatment. The recovered oil was sold to an area fuel blender, further reducing remediation costs. This allowed for critical site dewatering so that utility installation and foundation construction could be conducted by regular construction workers in relatively dry conditions. Categories B, C

Obtained IEPA approval (for alternative engineered barrier types to mitigate the soil ingestion exposure route on sites where construction of asphalt or concrete pavement and/or importation of multiple feet of clean soil (i.e., conventional engineered barrier types) were considered cost-prohibitive or impractical. Alternative engineered barriers approved by IEPA included: 6-inches of asphalt grindings over a permeable geotextile; 12-inches of clean compacted clay, concrete and permeable pavers, and 18-inches of clean soil over a permeable geotextile. Managed a multimillion dollar project for an industrial client under the IEPA Site

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Remediation Program. In addition to conducting an expedited Phase I site assessment and extensive soil and groundwater investigation, the work included derivation of higher site-specific cleanup objectives using TACO regulations in an effort to minimize the volume of soil requiring remediation. Acted as general contractor, engaging seven different specialty subcontractors on cleanup effort taking the project from asbestos abatement, sewer removal/replacement, sheet piling, on-site treatment of RCRA-impacted soils to final demolition and site preparation. Prepared bid packages and obtained necessary permits for each of the subcontracts. Upon completion, a No Further Remediation letter was obtained from the IEPA and the site was converted to residential use. Categories A, B, C.

Planned and conducted a Phase II environmental site investigation, underground storage tank removal, asbestos abatement, and soil remediation project for a former steel fabrication site, Pitt-Des Moines, in Melrose Park, Illinois. Obtained a comprehensive NFR letter. The project also included conducting a human health risk assessment since the site developer desired no encumbrances (engineered barriers or institutional controls) to the deed. Categories B, C.

Planned and conducted a Phase II environmental site investigation, underground storage tank removal, asbestos abatement, and soil remediation project for a former steel fabrication site, Pitt-Des Moines, in Melrose Park, Illinois. Obtained a comprehensive NFR letter. The project also included conducting a human health risk assessment since the site developer desired no encumbrances (engineered barriers or institutional controls) to the deed. Categories B, C.

Provided technical assistance to an electroplater in the Chicago area that had been the subject of RCRA enforcement by USEPA Region 5, initially alleging more than \$300,000 in fines. Through review of facility waste management activities and subsequent identification of agency errors in regulatory interpretation, successfully negotiated agency fines to less than \$30,000. Category A.

Conducted Phase I ESA, Phase II site investigation, UST removal, disposal of large quantities of hazardous waste and other lab pack chemicals, and plant decommissioning activities at a solvent-based ink plant prior to its sale. The facility had more than 30 large bulk aboveground storage tanks, six large USTs, and more than 100 process tanks, vessels, and piping that required emptying, thorough cleaning and venting prior to sale of the plant. Obtained closure for the USTs within one month of their removal, facilitating the buyer's transactional requirements. Categories A, B, C.

Conducted a Phase II site investigation at a 100-year old Union Pacific railroad engine maintenance complex to delineate the extent of soil and groundwater impacts. Conducted free product removal activities and limited soil remediation. Successful human health risk assessment averted the need for site-wide remediation of measured lead, arsenic, and polynuclear aromatic hydrocarbon soil contamination, resulting in issuance of an NFR letter free of any deed restrictions or engineered barriers. Categories B, C.

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## TRAINING/ CERTIFICATIONS

- Professional Engineer – Illinois, Indiana, Kentucky, Wisconsin
- OSHA 40-Hour HAZWOPER, Supervisor, and Refresher Courses

**EDUCATION**

Western Illinois University, B.S. in Geology, 2007

**EXPERIENCE  
SUMMARY**

Mr. Beard conducts Phase I Environmental Site Assessments and Phase II subsurface soil, groundwater and soil gas investigations. In addition, Mr. Beard provides support for activities including asbestos sampling/inspection, and oversight of remedial activities such as underground storage tank removals, soil excavations and the removal of free product. Mr. Beard also develops plans and drawings through CAD and prepares technical data for project reports.

**PROFESSIONAL  
EXPERIENCE**

Carlson Environmental, Inc., Chicago, Illinois  
Senior Environmental Scientist (2010 – Present)

NEO Corporation, Canton, North Carolina  
Environmental Technician (2008 – 2009)

Carlson Environmental, Inc., Chicago, Illinois  
Environmental Scientist (2007-2008)

**REPRESENTATIVE  
PROJECTS**

*Metropolitan Water Reclamation District of Greater Chicago, Phase II Task Order Contract, Chicago metropolitan area*

Project Geologist on Carlson team providing Phase II environmental site investigation services to the District's Site Remediation Section on a Task Order basis.

- Former Tri Central Terminal, Lemont - oversight of new groundwater monitor well construction and the operation and maintenance of a solar powered free product recovery system at this former bulk terminal facility. Additional responsibilities included the re-development and sampling of existing monitoring wells and fluid level monitoring in a network of more than 40 wells.
- Box culvert in Des Plaines –sampling and analysis to characterize sediment in preparation for dredging activities;
- Former Torco Oil facility, Chicago - soil and groundwater sampling and free product evaluation in support of SRP submittals for this former bulk fuel storage facility;
- Former Tropicana Terminal in Forest View – drilling, sampling, well development/construction and free product evaluation in support of SRP submittals for this former bulk terminal;
- Cal Sag Parcel 12.05, Crestwood – oversight of rotasonic drilling, sampling and analysis to characterize more than 900,000 CY of spoil material in anticipation of site development.

Category B, C

REPRESENTATIVE  
PROJECTS  
(CONTINUED)

*Generation Forty-Five, LLC., Chicago, Illinois.*

Served as Environmental Scientist/Project Manager/Author. Work included the execution of detailed Phase II site investigations of historical operations on-site in efforts to obtain a No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency (IEPA). The work included the collection of soil, groundwater and soil gas samples throughout the property, excavation and treatment of petroleum-impacted soils and the removal of underground storage tanks (USTs). Soil samples were collected and analyzed for VOCs, PNAs, RCRA Metals and TPH. Groundwater samples were analyzed for VOCs, RCRA Metals and PNAs. Soil gas samples were collected in 1-liter summa canisters and analyzed for Toxic Organics. The results were then summarized within a detailed subsurface investigation report. Currently providing oversight of ex situ remediation of VOC impacted soils. Categories B, C

*OPUS Land Development Company LLC., La Grange, Illinois.*

Served as Environmental Scientist/Author. Work included the execution of a detailed Phase II site investigation of potential impacts from historical on-site operations which included the collection of soil gas samples throughout the property. Samples were collected in summa canisters and analyzed for Toxic Organics. The results were then summarized within a detailed subsurface soil gas investigation report. Category B

*CenterPoint Properties Trust, Franklin Park, Illinois.*

Served as Environmental Scientist. Work included providing assistance in the execution of a detailed Phase II site investigation of historical operations on-site in efforts to obtain a NFR letter from the IEPA. The work included the collection of soil samples which were analyzed for VOCs, BTEX, PNAs and PP Metals. The results were then summarized within a detailed subsurface investigation report. IEPA issued a NFR letter predicated on engineered barriers covering impacted soils and a groundwater use restriction. Category B

*CenterPoint Properties Trust, Industrial/Commercial Site – Des Plaines, Illinois.*

Phase II Subsurface Environmental Site Assessment – Served as Environmental Scientist/Author. Work included the execution of a detailed Phase II site investigation of potential impacts from historical operations conducted at a adjacent property which included the collection of soil samples and groundwater samples on a portion of the site. Soil and groundwater samples were collected and analyzed for BTEX and TPH. The results were then summarized within a detailed subsurface investigation report. Category B

*Regions Financial Corporation, Residential Real Estate Portfolio Assessment, North and South Carolina.*

Team member on rapid-turnaround environmental site assessment services on a portfolio of residential developments. Ongoing legal proceedings involving 13 individual developments (ranging from two to 37 parcels per development) necessitated completion of all assessment site visits, data analysis, writing and delivery of final ESA reports within 10 days of the initial site visits. Category A

*CenterPoint Properties Trust, Industrial Site – Carol Stream, Illinois. Phase II Subsurface Environmental Site Assessment –*

Served as Environmental Scientist/Author. Work included the execution of a detailed Phase II site investigation of both historic and present operations

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conducted on-site which included the collection soil samples throughout the property. Samples were analyzed for VOCs, BTEX, PNAs, TPH and PP Metals. The results were then summarized within a detailed subsurface investigation report. Category B

*CenterPoint Properties Trust, East Chicago Enterprise Center – East Chicago, Indiana.* Environmental Scientist responsible for groundwater monitoring and sampling and nutrient injection to stimulate bioremediation of impacted soil and groundwater. Categories B, C

*CenterPoint Properties Trust, Chicago Enterprise Center – Chicago, Illinois.* Environmental Scientist responsible for oversight of skimming pumps to remove free product from the excavation area located on-site. Field work involved operating and maintaining a free product recovery system. Also, responsible for assisting in the annual collection groundwater samples in the efforts of receiving a Site Status Letter from the Indiana Department of Environmental Management. Category C

*CenterPoint Properties Trust, East Chicago Industrial Center – East Chicago, Indiana.* Environmental Scientist responsible for groundwater monitoring and sampling and nutrient injection to stimulate bioremediation of impacted soil and groundwater. Categories B, C

*North Carolina Department of Transportation, Right of Way Expansion – Hayesville, NC and Boone, NC.*

Environmental Technician responsible for the inspection and collection of asbestos containing building materials (ACBM) within various types of structures. Samples were collected to determine the asbestos content with the building materials prior to demolition. Category B

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**TRAINING/  
CERTIFICATIONS**

- OSHA 40-Hour HAZWOPER, Supervisor, and Refresher Courses
  - AHERA Asbestos Building Inspector, and Refresher Courses
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**EDUCATION**

University of Illinois, Urbana-Champaign, PhD in Political Science, 1976  
University of Illinois, Urbana-Champaign, MS in Journalism, 1968  
University of Illinois, Urbana-Champaign, BS in Communications 1965

**EXPERIENCE  
SUMMARY**

Dr. Carlson founded Carlson Environmental, Inc. in May of 1988 after serving as Director of the Illinois Environmental Protection Agency for the previous seven years. He oversees the development of new business, manages marketing communications, and serves as a special project resource for clients with issues involving the US and Illinois Environmental Protection Agencies. He has been deeply involved in a variety of litigation related projects, serving as an expert witness and resource for law firms in Chicago and around the country. Dr. Carlson brings unique knowledge of the regulatory system to the clients of Carlson Environmental and he advises clients on all aspects of environmental compliance and represents them in negotiations with regulatory agencies.

**PROFESSIONAL  
EXPERIENCE**

Illinois Environmental Protection Agency 1981-1988: Appointed by the Governor to direct the State agency that administers state and Federal regulatory programs involving air, waste water, drinking water, industrial waste, municipal waste, and ground water. Served as Illinois' environmental spokesman in the development of state and Federal legislation; represented IEPA in budgetary hearings; and managed the development of state environmental policy initiatives.

Office of the Governor 1977-1981: Served as policy advisor to the Governor of Illinois for energy, environment and natural resources. Coordinated the reorganization of several state agencies resulting in the creation of the Department of Energy and Natural Resources (now the Department of Natural Resources) and the Department of Commerce and Community Affairs. Worked on program coordination of seven state agencies; assisted in preparation of the Governor's annual legislative program; and advised the Governor on whether to sign or veto legislation.

Council of State Governments, 1974-1977: Served as Director of Research for a non-profit research and training agency financially supported by each of the 50 state governments. The Council was headquartered in Lexington, Kentucky with regional offices in New York, Atlanta, Chicago and San Francisco.

**OTHER  
PROFESSIONAL  
EXPERIENCE**

- Co-chair, Environmental Control Committee, Chicagoland Chamber of Commerce, 1988-1993
- Staff Chairman, Task Force on Global Climate Change, National Governors' Conference, 1989-1990
- Director, Illinois Asbestos Abatement Authority, 1988
- Ohio River Valley Water Sanitation Commissioner, 1981-1988
- Member, Water Quality Board, International Joint Commission 1985-1988
- Coordinator of Research, 6<sup>th</sup> Illinois Constitutional Convention, 1969-1970
- Assistant to the Majority Leader, Illinois State Senate, 1966-67
- General Assignment Reporter, *Grand Rapids Press*, 1966

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## CIVIC ACTIVITIES

- Director, *OpenLands Project*. The Openlands Project works to preserve and enhance open space in Northeastern Illinois.
  - Member, *The Economic Club of Chicago*
  - Mentor, *The Irving B. Harris Graduate School of Public Policy Studies*, The University of Chicago
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## CONGRESSIONAL TESTIMONY

Subcommittee on Toxic Substances and Environmental Oversight, Committee on Environmental and Public Works, U.S. Senate, February 16, 1983.

Subcommittee on Elections Committee on House Administration, U.S. House of Representatives, July 19, 1973 (Reprinted in the Congressional Record, July 19, 1973.)

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## USEPA TASK FORCE MEMBERSHIP

Representing Region V, State/EPA Committee, U.S. Environmental Protection Agency, 1986-1988.

Task Force on Performance Based Assistance to the States, U.S. Environmental Protection Agency, 1984-1985.

Task Force on State/Federal Roles, U.S. Environmental Protection Agency, 1983.

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## PUBLICATIONS

- “New Laws Affect Brownfield Redevelopment,” *Heartland Real Estate Business*, February 2003.
  - “Brownfield Tax Incentives Miss Their Mark in Illinois,” *Illinois Real Estate Journal*, July 17, 2000.
  - “Environmental Insurance Facilitates Real Estate Deals,” *Northern Illinois Real Estate*, August 2001.
  - “Funding Clean Water in Illinois,” in H. Clyde Reeves, Ed., *The Role of the States in Property Taxation*, 1983.
  - “The Office of the Governor,” in James D. Nowlan, Ed., *Inside State Government*, 1982.
  - “Administrative Reorganization in Illinois,” in Ed Crane, Ed., *Illinois Political Process and Governmental Performance*, (Dubuque, Iowa; Kendall-Hunt, 1979)
  - *The Illinois Legislature: Structure and Process*, (Urbana: University of Illinois Press, 1976), Co-author.
  - “The Legislature,” in Samuel K. Gove (ed.), *Con-con Issues for the Illinois Constitutional Convention*, (Urbana: University of Illinois Press, 1970).
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**EDUCATION**

University of Wisconsin, Stevens Point, BS in Water Chemistry, 1979

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**EXPERIENCE  
SUMMARY**

Mr. Garske has more than 35 years of experience in the evaluation of complex environmental problems. As President, he sets the overall strategy for growth and development of the firm and is responsible for the overall technical quality of Carlson's consulting practice. His experience includes the assessment of Superfund sites in the Midwest for USEPA and specialty chemical research for Amoco. Early in his career, he was a key member of the scientific team at the Illinois State Water Survey that set national standards of practice for the sampling and analysis of ground water and is the co-holder of a patent for a flow-through cell for monitoring ground water samples. Mr. Garske has extensive experience in the environmental management of large industrial/commercial real estate portfolios and significant expertise in environmental compliance audits and Phase I ESAs, Phase II ESIs, and CERCLA/SARA remedial investigations as well as the application of risk-based corrective action principles to site remediation.

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**PROFESSIONAL  
EXPERIENCE**

Carlson Environmental, Inc., Chicago, Illinois  
President (2010-Present)

Carlson Environmental, Inc., Chicago, Illinois  
Vice President (1989-2010)

Roy F. Weston, Chicago, Illinois  
Senior Scientist (1988-1989)

Amoco Chemical Research Center, Naperville, IL  
Research Chemist (1986-1988)

Illinois State Water Survey, Champaign, IL  
Aquatic Organic Chemist (1980-1986)

U.S. Forest Service, Shadow Mountain, CO  
Hydrological Technician (1980)

Environmental Task Force, University of Wisconsin, Stevens Point, WI  
Program Facilitator (1978-1980)

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**REPRESENTATIVE  
PROJECTS**

*Metropolitan Water Reclamation District of Greater Chicago. Phase I ESA/Phase II ESI Task Order Contract, Cook County, IL:*

Project Principal responsible for leading the project team for a 3-year indefinite delivery contract to provide Phase I ESA and Phase II ESI services to the District's Site Remediation Section. Work has included the execution of Phase I ESAs and Phase II site investigations to establish baseline conditions at District properties prior to lease by prospective tenants, Phase I ESAs and Phase II site investigations completed as part of due diligence efforts supporting District acquisitions, sampling and analysis to characterize surplus soil and sediment, and

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**REPRESENTATIVE  
PROJECTS  
(CONTINUED)**

technical support relating to asbestos containing materials, and the proper closure of an abandoned water supply well. Categories A, B, C

*Metropolitan Water Reclamation District of Greater Chicago. Phase II ESI Task Order Contract, Cook County, IL:*

Project Principal of the Carlson project team responsible for executing a 3-year Task Order contract to provide Phase II environmental site investigation services to the District's Site Remediation Section. Work has included Task Orders at seven District properties with assignments including:

- SRP services at the former Tri Central terminal in Lemont;
- Sediment sampling in Des Plaines;
- Plan review and support services during demolition at the former Lake River facility in Forest View;
- CCDD sampling at the Hanover Park Water Reclamation Plant;
- SRP services at the former Torco Oil site in Chicago;
- SRP services at the former Tropicana Terminal in Forest View;
- Site characterization of 900,000 CY of spoil material in Crestwood.

Category B

*Litigation/Settlement Support, Hinshaw & Culbertson (representing MWRD), Chicago, IL:*

Project Principal responsible for characterization assessment, remediation approach development, and remedial action cost estimating in support of litigation and settlement efforts relating to the former Lake River terminal located in Forest View and Summit, IL. Category A

*CenterPoint Properties, Oakbrook, IL:*

Project Principal responsible for directing a master services agreement which provides comprehensive environmental services on a nationwide portfolio of several hundred industrial rental properties. Services include: pre-purchase due diligence Phase I Environmental Assessments, annual assessments of all leaseholds, Phase II site investigations, lead paint and asbestos management, permitting and site remediation services. Categories A, B, C

*Mirvac Group, Chicago Metro Area:*

Manages a master services agreement providing pre-purchase due diligence Phase I assessment services, ongoing annual assessment services, asbestos and lead based paint management, site investigation, and site remediation on a portfolio of industrial rental properties in northwestern Indiana and northeastern Illinois. Categories A, B, C

*Intermodal Center, CenterPoint Properties, Joliet, IL:*

Project Principal responsible for planning and executing site investigations and remedial actions at a 2,200-acre development that lies within the former Joliet Army Ammunition Plant. The Center includes a 621-acre BNSF multi-modal rail facility and an adjacent 17 million square foot industrial park. The inter-modal facility was developed in a former munitions manufacturing area. Services included: Phase I assessment of dozens of properties, asbestos removal, soil, ground water investigation, NPDES permitting, public relations support, demolition and remedial action oversight. Categories A, B, C

**REPRESENTATIVE  
PROJECTS  
(CONTINUED)**

*Confidential Client, McCook, IL:*

Project Principal for a Phase I environmental site assessment at a former industrial landfill in McCook, Illinois for a major aluminum industrial client. Assisted the client in understanding how surrounding land use (e.g. active limestone quarries) was impacting the groundwater at his site, and evaluated the significance of historic and potential future enforcement. Category A

*Former A.B. Dick Company Site Redevelopment, CenterPoint Properties, Niles, IL:*

Project Principal responsible for planning and oversight of a Phase I Assessment; as soil and ground water investigation; ground water modeling; asbestos abatement; demolition oversight; and soil remediation at a 48-acre site where the A. B. Dick Company had previously operated a million square foot offset printing equipment manufacturing facility. Redevelopment of the site required the demolition of existing structures and the remediation of all environmental contamination to obtain an NFR Letter from the Illinois EPA. The site is now the home to Shure Brothers, Walgreens and Wal-Mart. Categories A, B, C

*Site Assessment, Risk Assessment and Remediation, Town and Country Homes, Lemont, IL:*

Project Principal for Phase II, III and groundwater investigation and Human Health Risk Assessment for a property formally used as a gun club and shooting range. Target refuse covered a large portion of a 700-acre site. Contaminants found in the target refuse (PNAs and lead) impacted the soil. A Human Health Risk Assessment was conducted to obtain health-based cleanup objectives for lead and PNAs. Characterization of the soils and groundwater was performed to obtain the horizontal and vertical extent of contamination. Both hazardous and non-hazardous waste was generated and disposed off-site. Based on the final report, IEPA approved the site under the Pre-Notice Site Cleanup Program. The site was redeveloped as a residential community. Categories A, B, C

*Intermodal Center, CenterPoint Properties, Joliet, IL:*

Project Principal responsible for planning and executing site investigations and remedial actions at a 2,200-acre development that lies within the former Joliet Army Ammunition Plant. The Center includes a 621-acre BNSF multi-modal rail facility and an adjacent 17 million square foot industrial park. The inter-modal facility was developed in a former munitions manufacturing area. Services included: Phase I assessment, asbestos removal, soil, ground water investigation, NPDES permitting, public relations support, demolition and remedial action oversight. Categories A, B, C

*UST Remediation, Lockport Oil, Lockport, IL:*

Project Principal responsible for planning and executing investigations at a former gasoline station that was acquired as the corner parcel in a shopping center development contingent upon the receipt of a NFR letter. Responsibilities included managing the remediation of 7,000 cubic yards of contaminated soil and 250,000 gallons of contaminated ground water. The Client was reimbursed for over \$900,000 in cleanup costs from the Leaking Underground Storage Tank Fund. Services included: soil, ground water investigation; soil remediation; processing LUST Fund reimbursement paper work; and obtaining an NFR letter for the client. Category B, C

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*City of Woodstock, Former Die Casting facility, Woodstock, IL:*

Project Principal responsible for leading the project team for completing work for four parcels impacted with metals, volatiles and semi-volatiles. Specific activities included the initial review of previous environmental documentation completed by other consultants, additional subsurface investigations and SRP reporting and project management activities. Final remedial solution included the design, installation and monitoring of a ground water pumping system, drinking water well door-to-door search, site-specific ground water ordinance, hazardous and special waste type soil excavation and disposal and the installation of engineered barriers. Upon completion of remedial action, the property received a No Further Remediation (NFR) Letter from the Illinois Environmental Protection Agency (IEPA) SRP. The property is currently undergoing residential redevelopment. Categories B, C

*Site Assessment, Risk Assessment and Remediation, Town and Country Homes, Lemont, IL:*

Project Principal for Phase II, III and groundwater investigation and Human Health Risk Assessment for a property formally used as a gun club and shooting range. Target refuse covered a large portion of a 700-acre site. Contaminants found in the target refuse (PNAs and lead) impacted the soil. A Human Health Risk Assessment was conducted to obtain health-based cleanup objectives for lead and PNAs. Characterization of the soils and groundwater was performed to obtain the horizontal and vertical extent of contamination. Both hazardous and non-hazardous waste was generated and disposed off-site. Based on the final report, IEPA approved the site under the Pre-Notice Site Cleanup Program. The site was redeveloped as a residential community. Categories B, C

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**TRAINING/  
CERTIFICATIONS**

- OSHA 40-Hour HAZWOPER and Refresher Courses
  - Certified Hazardous Materials Manager
  - Licensed Asbestos Building Inspector – Illinois
  - Unexploded Ordinance Safety and Environmental Oversight Training
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**PUBLICATIONS**

Garske, E.E. and M. R. Schock, "An Inexpensive Flow-Through Cell and Measurement system for Monitoring Chemical Parameters in Ground Water." *Ground Water Monitoring Review*, 6, 3, p.79-84.

Barcelona, M.J., J.A. Helfrich and E. E. Garske, "Sampling Tubing Effect on Groundwater Samples." *Analytical Chemistry* 57, Vol. 2, 460-464, February, 1985.

Barcelona, M.J., J.A. Helfrich, E. E. Garske, and J.P. Gibb, "A Laboratory Evaluation of Ground-Water Sampling Mechanisms." *Ground Water Monitoring Review*, 4, 2, p. 32-41.

Barcelona, M.J. and E. E. Garske, "Nitric Oxide Interference on the Azide-Modified Winkler Oxygen Determination." *Analytical Chemistry* 55, 965-967, May 1983.

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**EDUCATION**

Carthage College, B.A. in Environmental Science & Geography

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**EXPERIENCE  
SUMMARY**

Ms. Karlovitz coordinates the annual inspection program for Carlson's major clients. She also conducts Phase I Environmental Site Assessments, and provides support for activities including asbestos sampling/inspection and Phase II activities. Ms. Karlovitz also develops plans and drawings through CAD and prepares technical data for project reports

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**PROFESSIONAL  
EXPERIENCE**

Carlson Environmental, Inc., Chicago, Illinois  
Manager of Environmental Programs (January 2013-current)

Carlson Environmental, Inc., Chicago, Illinois  
Environmental Scientist (August 2008-December 2012)

Highland Park Forestry Department, Highland Park, Illinois  
Forestry Department Intern (Summer 2008)

Carthage College, Kenosha, Wisconsin  
Environmental Science Student Program Assistant (2006-2008)

Kenosha Wastewater Facility, Kenosha, Wisconsin  
Consulting Project Team Member (Spring 2006)

Carthage Natural Science Department, Kenosha, Wisconsin  
S.U.R.E. (Student Undergraduate Research Experience) (Summer 2006)

Lake County Forest Preserves, Lake County, Illinois  
Youth Conservation Corps (Summer 2004)

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**REPRESENTATIVE  
PROJECTS**

*Berkheimer Properties, LLC. – Illinois and Indiana*

Team lead on a rapid response 20 parcel AAI Phase I Environmental Assessment portfolio at HVAC equipment distribution facilities located in Illinois and Indiana. Gathered historical resources for all 20 properties within the portfolio. Performed site reconnaissance and conducted interviews at multiple facilities. Many properties located in historically early developed areas. Coordinated distribution of research materials (notes, databases, aerial photos, FOIA request responses, etc.) to team members and provided support as needed. Category A

*Opus Development Company, LLC. – La Grange, Illinois*

AAI Phase I Environmental Assessment of former gasoline station and YMCA – Served as Author which included the research on a currently vacant parcel that once housed a gasoline station and former YMCA facility. Reviewed dozens of historic reports and regulatory agency submittals. Discovered several USTs and historic use of fuel oil. In addition, identified known contamination, open LUST, and potential fill material used to fill in basements. Additionally, identified several off-site open LUSTs, Brownfields, and properties with engineering and institutional controls. Category A

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*NL Ventures VII West Grand, LLC & Symetra Life Insurance Company. Mailing Service – Chicago, Illinois.*

AAI Phase I Environmental Assessment – Served as Environmental Scientist/Author which included conducting the initial site reconnaissance, interviews, review of historical building plans/permits, aerial photographs, historical maps, reviewing documentation from regulatory and governmental agencies, and preparation of the Phase I report. Current and historical environmental concerns were identified relating to historical operations, historical heating oil USTs, and historical chlorinated solvent use, as well as off-site environmental issues. Category A

*CenterPoint Properties Trust. Beverage Distributor – Elk Grove Village, Illinois.*

AAI Phase I Environmental Assessment – Served as Environmental Scientist/Author which included conducting the initial site reconnaissance, interviews, review of historical building plans/permits, aerial photographs, historical maps, reviewing documentation from regulatory and governmental agencies, and preparation of the Phase I report. Numerous current and historical environmental concerns were identified relating to on-site operations, petroleum pipelines, interior staining, stressed vegetation, USTs, and open LUST, as well as off-site environmental issues. Category A

*Regions Financial Corporation, Residential Real Estate Portfolio Assessment, North and South Carolina.*

Team member on rapid-turnaround environmental site assessment services on a portfolio of residential developments. Ongoing legal proceedings involving 13 individual developments (ranging from two to 37 parcels per development) necessitated completion of all assessment site visits, data analysis, writing and delivery of final ESA reports within 10 days of the initial site visits. Category A

*WLBK Industrial Properties LLC & Wacker Lake GR Industrial Holdings LLC, Northeast Indiana and Southwest Michigan.*

Team coordinator on a portfolio of seven industrial/commercial properties. Managed site visit schedule and assigned to staff. Gathered historical resources (aerial photographs, topographic maps, historical reports, etc.). Ensured all seven reports were delivered to the Client on-time. Category A

*CenterPoint Properties, Oakbrook, IL:*

Provides ongoing annual assessment services on a portfolio of industrial rental properties throughout northwest Indiana, southeast Wisconsin, and northeast Illinois. Category A

*Mirvac Group, Chicago Metro Area:*

Provides ongoing annual assessment services and O&M updates on a portfolio of industrial rental properties throughout northwest Indiana, southeast Wisconsin, and northeast Illinois. Category A

## **TRAINING/ CERTIFICATIONS**

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- AHERA Asbestos Building Inspector and Refresher Courses
  - OSHA 40-Hour HAZWOPER and Refresher Courses
  - ASTM Technical & Professional Training on Environmental Site Assessments for Commercial Real Estate Course
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**EDUCATION**

Northwestern University (Evanston, Illinois) BS in Environmental Engineering, 2001  
University of Illinois at Urbana-Champaign, MS in Environmental Engineering, 2003

**EXPERIENCE  
SUMMARY**

Ms. Kastengren conducts Phase I Environmental Site Assessments and provides support for a variety of Phase II fieldwork activities including soil and ground water sampling, surveying, remediation oversight, and report preparation. Her experience also includes preparing documentation for IEPA SRP, and developing CAD plans and drawings for project reports.

**PROFESSIONAL  
EXPERIENCE**

Carlson Environmental, Inc., Chicago, Illinois  
Project Manager (2006-Present)

Professional Service Industries (PSI), Hillside, Illinois  
Project Manager, Acting Phase I ESA Department Manager (March 2004-2006)

Civil and Environmental Engineering Department, University of Illinois at Urbana-Champaign: Research Assistant (August 2001 - August 2003)

Field Container Company, L.P., Elk Grove Village, Illinois: Environmental Engineering Co-Op (January - March 2000; June - December 2000)

Allied Signal Corporation, Des Plaines, Illinois: Environmental Engineering Co-Op (June - September 1998; March - September 1999)

**REPRESENTATIVE  
PROJECTS**

*CenterPoint Properties, Oakbrook, IL:*

Provides pre-acquisition due diligence Phase I and Phase II Environmental Assessment services and ongoing annual assessment services on a nationwide portfolio of several hundred industrial rental properties. Categories A, B

*Mirvac Group, Chicago Metro Area:*

Provides ongoing annual assessment services on a portfolio of industrial rental properties in northwestern Indiana and northeastern Illinois. Category A

*Confidential Clients, Illinois:*

Obtained focused No Further Remediation letters for commercial sites through the Illinois EPA (IEPA) voluntary Site Remediation Program (SRP) by utilizing engineered barriers and institutional controls along with the IEPA Tiered Approach to Corrective Action Objectives (TACO) Category B

*Confidential Industrial Clients, Nationwide:*

Coordinated the site visits and report preparation for multiple Spill Prevention Control and Countermeasure (SPCC) plans in compliance with Title 40 of the Code of Federal Regulations Part 112 for facilities nationwide. Category A

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Managed subsurface investigations at multiple sites, including a Site Classification Report within the IEPA Leaking Underground Storage Tank (LUST) program at Starved Rock State Park for the Illinois Capital Development Board. Category B

Scoped and performed Phase II ESAs through soil and groundwater sampling using sampling and analytical methods compliant with the Resource Conservation and Recovery Act (RCRA) regulation on multiple properties, including both residential, commercial and industrial facilities in the Chicago area. Category B

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**TRAINING/  
CERTIFICATIONS**

- OSHA HAZWOPER Site Worker 40-hour certified (July 2004)
  - National Incident Management System (NIMS) IS-00700 Certified through the Federal Emergency Management Agency (FEMA) (August 2006)
  - Completed Illinois Capital Development Board Project Manager Training for Architects/Engineers (November 2004)
  - PSI Phase II Environmental Site Assessment Training (2004)
  - PSI Phase I Environmental Site Assessment Training (2005)
  - Completed PSI Project Management Certification Program (2005)
  - Completed PSI Manager in Training (MIT) Program (2005)
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**EDUCATION**

Dickinson College, BS in Biology, 1978, Geology, 1979  
State University of New York at Binghamton, NY, MS in Geology, 1989

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**EXPERIENCE  
SUMMARY**

Mr. Markunas has more than 35 years of experience in the application of environmental and engineering geology to the management of complex multi-task projects for public and private sector clients. Expertise in Phase I ESAs, Phase II ESIs, and CERCLA/SARA remedial investigations. Experience in evaluating site impacts associated with a wide range of inorganic and organic contaminants at refineries and petroleum bulk terminals, chemical packaging facilities, manufactured gas plants, landfills, glass manufacturing facilities, foundries, military installations and weapons production facilities, and rail and transit facilities. Additional strengths in the application of geology to landfill design and remediation, groundwater development, dam design and rehabilitation, the reclamation of abandoned mined lands, and the remediation of landslides.

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**PROFESSIONAL  
EXPERIENCE**

Carlson Environmental, Inc., Chicago, Illinois  
Senior Geologist/Senior Project Manager (2006 – Present)

Science Applications International Corporation, Chicago, Illinois  
Senior Geologist/Project Manager (2003 – 2005)

Gannett Fleming, Inc., Chicago Illinois, Harrisburg, Pennsylvania - Senior Geologist/Senior Project Manager (1979-2003)

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**REPRESENTATIVE  
PROJECTS**

*Metropolitan Water Reclamation District of Greater Chicago. Phase I ESA/Phase II ESI Task Order Contract, Cook County, IL:*

Contract Manager for Carlson responsible for leading the project team for a 3-year Task Order contract to provide Phase I ESA and Phase II ESI services to the District's Site Remediation Section. Work included more than 20 individual Task Orders with assignments including the pre-lease execution of Phase I ESAs and Phase II site investigations to establish baseline conditions, Phase I ESAs and Phase II site investigations completed as part of due diligence efforts supporting potential District acquisitions, sampling and analysis to characterize surplus soil and sediment, and technical support relating to asbestos containing materials, UST removal, and the proper closure of an abandoned water supply well. Categories A, B, C.

*Metropolitan Water Reclamation District of Greater Chicago. Phase II ESI Task Order Contract, Cook County, IL:*

Contract Manager for Carlson responsible for leading the project team for a 3-year Task Order contract to provide Phase II environmental site investigation services to the District's Site Remediation Section. Work has included Task Orders at seven District properties with assignments including:

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PROFESSIONAL  
EXPERIENCE  
(CONTINUED)

- SRP services at the former Tri Central bulk terminal in Lemont;
- Sediment sampling in Des Plaines;
- Plan review and support services during demolition at the former Lake River facility in Forest View;
- CCDD sampling at the Hanover Park Water Reclamation Plant;
- SRP services at the former Torco Oil site in Chicago;
- SRP services at the former Tropicana Terminal in Forest View;
- Site characterization of 900,000 CY of spoil material in Crestwood.

Category B

*Litigation/Settlement Support, Hinsshaw & Culbertson (representing MWRD), Chicago, IL:*  
Project Principal responsible for characterization assessment, remediation approach development, and remedial action cost estimating in support of litigation and settlement efforts relating to the former Lake River terminal located in Forest View and Summit, IL. Category B

*Berkheimer Properties, LLC. – Illinois and Indiana*  
Sr. Geologist on a rapid response 20 parcel AAI Phase I Environmental Assessment portfolio at HVAC equipment distribution facilities located in Illinois and Indiana. Performed site reconnaissance and conducted interviews at multiple facilities; evaluated background materials and prepared assessment reports. Category A

*CenterPoint Properties Trust, Lorrell Business Center Site Investigations and SRP Services, North Chicago, IL.*  
Senior Geologist responsible for planning and directing Phase II ESI at this 54-acre manufacturing facility. Detailed site investigations supported the development of a remediation strategy which included excavation and offsite disposal of “hot spot” material, engineered barriers and other institutional controls to obtain a NFR letter from the Illinois EPA. Category B

*Value Industrial Partners, Investigations and SRP Services, Romeoville IL.*  
Project Manager responsible for planning and directing a multiphase site investigation at this commercial location. Detailed site investigations including video inspection, drilling, soil, groundwater and soil gas sampling supported a conclusion that an off-site source was responsible for the identified impacts. Institutional controls and engineered barriers were utilized to obtain a NFR letter from the Illinois EPA. Category B

*CenterPoint Properties Trust, East Chicago Enterprise Center, East Chicago, Indiana.*  
Project Manager responsible planning and executing Phase II subsurface investigations to characterize multiple RECs identified in Carlson’s Phase I ESA at this former heavy manufacturing facility. Supplemental investigations and remedial action were implemented to address LNAPL identified in a former drum storage area. Remedial action included free product recovery and in situ bioremediation. Upon completion of remedial actions the Indiana DNR issued a Site Status Letter and an Environmental Restrictive Covenant. Categories B, C

*CenterPoint Properties Trust, East Chicago Enterprise Center, East Chicago, Indiana.*  
Project Manager responsible planning and executing Phase II subsurface investigations to characterize multiple RECs identified in Carlson’s Phase I ESA at

**PROFESSIONAL  
EXPERIENCE  
(CONTINUED)**

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this former heavy manufacturing facility. Solvent impacted groundwater was addressed by pumping to the municipal sanitary sewer and supplemental investigations and remedial action were implemented to address LNAPL identified in a former drum storage area. Upon completion of remedial actions the Indiana DNR issued a Site Status Letter and an Environmental Restrictive Covenant. Categories B, C

*Metropolitan Water Reclamation District of Greater Chicago Manufactured Gas Plant Investigations, Skokie, IL.*

Project Manager responsible for providing on-call technical services relating to remediation of a former manufactured gas plant (MGP) site. Performed reviews of technical reports concerning environmental investigations and supported District's General Superintendent, Law Department, and outside legal counsel in negotiations with the District's tenant and the former owners of the MGP. Work efforts also included planning and executing supplemental site investigations, evaluating remedial alternatives, and developing remediation cost estimates. Also provided technical support to the District's M&O staff during the remediation of soil contamination associated with the disposal of Imhoff sludge. Provided support in obtaining a NFR Letter from the Illinois EPA. Categories B, C

*Fortune 100 Industry, Environmental Site Assessments Investigations, Nationwide*

Hydrogeologic Project Manager responsible for site assessments, remedial investigations, and corrective actions at industrial facilities in 18 states. Conducted on-site assessments and developed field work plans, supervised field investigations and corrective actions, designed analytical programs, performed QA/QC functions, analyzed data, prepared reports of investigations. Categories A, B, C

*U.S. EPA Region 3, Superfund RI/FS, Multiple locations*

Hydrogeologic Project Manager responsible for planning the subsurface investigation and groundwater monitoring programs at multiple Superfund sites in USEPA Region 3. Responsibilities included conducting a performance/suitability review of the health and safety plan; developing the work plan; providing oversight of field investigations, including Level D and B drilling and sampling; conducting aquifer and laboratory testing, and preparing remedial investigation reports for the remediation of contaminated soil and groundwater. Category B

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**TRAINING/  
CERTIFICATIONS**

OSHA 40-Hour HAZWOPER, Supervisor, and Refresher Courses  
Wright State University, IRIS Program in Ground Water Hydrology  
NGWA – Environmental Site Assessment Short Course  
Licensed Professional Geologist  
Illinois - No. 196-0007231 (1998)  
Wisconsin – No.1089-013 (1997)  
Pennsylvania - PG002134G (1995)  
North Carolina - No. 567(1987)

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EDUCATION

Eckerd College, B.S. in Geology (2012)

EXPERIENCE  
SUMMARY

Mr. McGee conducts Phase I Environmental Site Assessments, and provides support for activities including Annual Assessments, Phase II investigations of soil and groundwater and oversight of remedial activities such as the soil excavations and the removal of free product. Mr. McGee also develops plans and drawings through CAD and prepares technical data for project reports.

PROFESSIONAL  
EXPERIENCE

Carlson Environmental, Inc., Chicago, Illinois  
Environmental Scientist (2014 – Present)

United States Geological Survey, St. Petersburg, Florida  
Analytical Chemist (2011 – 2012)

Xiamen University College of Oceanography and Environmental Science, Xiamen,  
China  
Research Geologist, Project Lead (2010)

REPRESENTATIVE  
PROJECTS

- CenterPoint Properties Trust – Elk Grove Village, Illinois. Served as Environmental Scientist/Author which included conducting the initial site reconnaissance, interviews, review of historical building plans/permits, aerial photographs, historical maps, reviewing documentation from regulatory and governmental agencies, and preparation of the Phase I report. Category A
- Value Industrial Partners – Waukegan, Illinois. Served as Environmental Scientist, which included conducting the initial site reconnaissance, interviews, review of historical building plans/permits, aerial photographs, historical maps, reviewing documentation from regulatory and governmental agencies, and providing remediation oversight on soil injection procedure. Category A
- CenterPoint Properties Trust - Morris, Illinois. Served as Environmental Scientist/Author which included conducting review of historical building plans/permits, aerial photographs, historical maps, reviewing documentation from regulatory and governmental agencies, and preparation of the Phase I report. Additionally, Phase II soil and groundwater sampling was performed onsite in response to the findings of the Phase I investigation. Current and historical environmental concerns were identified relating to historical operations, as well as off-site environmental issues. Categories A, B
- SJJ Properties, LLC – Vernon Hills, Illinois. Served as Environmental Scientist/Author which included conducting the initial site reconnaissance, interviews, review of historical building plans/permits, aerial photographs, historical maps, reviewing documentation from regulatory and

TRAINING/  
CERTIFICATIONS

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governmental agencies, and preparation of the Phase I report. Current environmental concerns were identified relating to potential business risks. Category A

- CenterPoint Properties, Oakbrook, IL: Provides ongoing annual assessment services on a portfolio of industrial rental properties throughout Wisconsin, and northern Illinois. Category A
  - Mirvac Group, Chicago Metro Area: Provides ongoing annual assessment services on a portfolio of industrial rental properties throughout Wisconsin, and northern Illinois. Category A
  - AIMCO, Chicago, IL. Provided corrective action oversight of the construction of site-wide engineered barriers which were required to address shallow soil contamination. The corrective action included removal/off-site disposal of the existing sod and six inches of topsoil, followed by placement of a HDPE liner topped with newly imported topsoil and sod. An underdrain system had to be installed along all of the building footings and near all yard drains and other storm drainage features to aid in managing storm water runoff. Particular care was taken to make sure that all walkways were kept clean to minimize construction impacts to residents and that open excavations were managed to avoid any inconvenience or danger to residents, including children. Category C
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- OSHA 40-Hour HAZWOPER
  - OSHA 8-Hour HAZWOPER Refresher Course
  - IDPH and IDEM Certified Asbestos Building Inspector
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**EDUCATION**

Illinois Institute of Technology, M.S. in Environmental Management (2003)

University of Virginia, McIntire School of Commerce, BS in Commerce (2000)

**EXPERIENCE  
SUMMARY**

Mr. McSorley conducts Phase I Environmental Site Assessments, annual site assessments/inspections, and Phase II fieldwork activities including soil and groundwater sampling, management of all subcontractors, surveying, remediation oversight, and report preparation. He develops plans and drawings through CAD and prepares technical data for project reports. In addition, he manages, provides oversight/support, and generates reports to obtain regulatory closure for remediation projects involving soil, groundwater, and free product (petroleum) to meet Illinois, Indiana, and Wisconsin remedial objectives/standards (IEPA SRP and LUST, IDEM VRP, WDNR RR Program).

**PROFESSIONAL  
EXPERIENCE**

Carlson Environmental, Inc., Chicago, Illinois  
Sr. Project Manager (2004-current)

Pfizer, Kalamazoo, MI  
Independent Subcontractor (2003)

City of Chicago Department of Environment, Chicago, IL  
Intern, Permitting and Enforcement Division (2003)

**REPRESENTATIVE  
EXPERIENCE**

*Metropolitan Water Reclamation District of Greater Chicago. Phase I ESA/Phase II ESI Task Order Contract, Cook County, IL:*

Project Scientist responsible for leading field investigations on multiple assignments of a 3-year indefinite delivery contract to provide Phase I ESA and Phase II ESI services to the District's Site Remediation Section. Task Order assignment responsibilities have included: completing Phase II site investigations on prospective District leaseholds and as part of pre-acquisition due diligence, oversight of the removal of an abandoned underground storage tank, sampling and analysis to characterize sediment for disposal, and technical support relating to the disposal of scrap compressed gas cylinders. Categories A, B, C

*Regions Financial Corporation, Residential Real Estate Portfolio Assessment, North and South Carolina.*

Project scientist on rapid-turnaround environmental site assessment services on a portfolio of residential developments. Ongoing legal proceedings involving 13 individual developments (ranging from two to 37 parcels per development) necessitated completion of all assessment site visits, data analysis, writing and delivery of final ESA reports within 10 days of the initial site visits. Category A

*CenterPoint Intermodal Center, Joliet, Illinois.*

AAI Phase I Environmental Assessment of more than 70 real estate parcels

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assembled to create a 3,600 acre logistics center and inland port. Responsibilities included conducting the initial site reconnaissance, interviews, review of historical building plans, aerial photographs, historical maps, reviewing documentation from regulatory and governmental agencies, and preparation of Phase I ESA reports. Numerous current and historical environmental concerns were identified related to operations, USTs, ASTs, and product supply lines, material/chemical storage. Category A

*ASPIRA Inc. of Illinois.*

Project manager responsible for planning and executing site investigations to enter a renovated Chicago school building (utilized partly as a charter high school and partly as classrooms for Northeastern Illinois University) into the IEPA's Site Remediation Program and to obtain a No Further Remediation Letter. Product releases on-site and potentially from a neighboring former shoe manufacturer had resulted in VOC impacts to the underlying soil and groundwater. Categories B, C

*CenterPoint Properties Trust, East Chicago Enterprise Center – East Chicago, Indiana.*

Field team leader responsible for free product investigation and groundwater monitoring and sampling in support of site characterization and remediation activities being conducted at the site. Category B

*Value Industrial Partners/Invesco, northeastern Illinois.*

Project scientist responsible for completing Phase I ESAs, annual assessments, and Phase II environmental site investigations at a number of industrial properties in the metropolitan Chicago area under a master services agreement. Categories A, B

*Village of Hodgkins, Illinois. P*

Project manager responsible for obtaining IEPA-approved closure of a historic LUST site for the Village. Completed review of historic data and planned and executed supplemental site investigations to characterize the nature and extent of contamination associated with this 20-year old release site. Categories B, C

*Village of Romeoville, Illinois.*

Project manager responsible for planning and executing site investigations necessary to enter a portion of Greenwood Avenue into the Illinois EPA's Site Remediation Program and to obtain a No Further Remediation Letter. Product releases at a neighboring gasoline station had resulted in BTEX and PNA impacts to the municipal right-of-way. Category B

*Joliet Public Schools District #86.*

Project manager providing oversight and sampling services for removal of two 10,000-gallon heating oil underground storage tanks. Continued to provide oversight of soil remediation activities and prepared LUST documentation for the incident. Incident is currently open with ongoing status. Categories B, C

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**TRAINING/  
CERTIFICATIONS**

OSHA 40-Hour Hazwoper Training and 8-Hour Refresher  
Licensed Asbestos Building Inspector in Illinois, Indiana, and Wisconsin  
AHERA Asbestos Building Inspector Training and Refresher

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<b>EDUCATION</b>	B.A., Environmental Studies – Northeastern Illinois University
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<b>EXPERIENCE SUMMARY</b>	Paul is responsible for organizing and scheduling the day-to-day activities of Carlson staff. He selects project teams, develops project scopes based on client objectives, manages workflow and serves as a main "point-of-contact" for new clients. He also serves as a senior project manager for large-scale remediation projects under state voluntary cleanup programs.
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<b>PROFESSIONAL EXPERIENCE</b>	Carlson Environmental, Inc., Chicago, Illinois (1998-current) Vice President - Operations
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<b>REPRESENTATIVE PROJECTS</b>	<p><i>Lake County Forest Preserve, Fort Sheridan, Illinois:</i> Provided a revised health &amp; safety and environmental oversight &amp; material screening work plan for the native restoration of a former airplane runway and U.S. Army training facility. Provided the Client with an alternative approach to overseeing the site redevelopment which saved the Client nearly \$1,000,000. Provided Unexploded Ordinance (UXO) screening during the re-grading of a former artillery training ground. Worked closely with multiple governmental agencies to assure that the project was being conducted in a satisfactory manner. Category C</p> <p><i>DeKalb Park District, DeKalb, Illinois:</i> Managed the investigation and remediation of a 2-acre area of heavy metals and asbestos-containing soil on a parcel owned by the Park District that was formerly a railroad maintenance yard. Worked closely with the District's legal counsel, and negotiated with the IEPA to develop an "out of the box" remedial strategy that was both cost effective and the most protective to human health and the environment. Once the remedial strategy was approved, lead a public "open-house" meeting to inform nearby residents of the contaminants and remedial plan. After providing oversight during the completion of the remedial actions, obtained site closure from the IEPA. Categories A, B, C</p> <p><i>CenterPoint Properties, Oakbrook, IL: P</i> Provides pre-acquisition due diligence Phase I and Phase II Environmental Assessment services and ongoing annual assessment services on a nationwide portfolio of several hundred industrial rental properties. Categories A, B</p> <p><i>Mirvac Group, Chicago Metro Area:</i> Provides ongoing annual assessment services on a portfolio of industrial rental properties in northwestern Indiana and northeastern Illinois. Category A</p> <p><i>Stickney Water Reclamation Plant, Stickney, IL:</i> Project scientist responsible for pre-disposal collection and analysis of soil samples generated by construction activities at the Stickney WRP. Category C</p>
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*Regions Financial Corporation, Residential Real Estate Portfolio Assessment, North and South Carolina.*

Project scientist on rapid-turnaround ESA services on a portfolio of residential developments. Ongoing legal proceedings involving 13 individual developments (ranging from two to 37 parcels per development) required completion of assessment site visits, data analysis, writing and delivery of final ESA reports within 10 days of the initial site visits. Category A

*Soil Gas Assessment, Office Complex, Schaumburg, IL:*

Project Manager responsible for emplacing eight soil gas probes by hand in an occupied office area to assess historic volatile organic compound contamination in the site soils. Category B

*LUST Services, 26th and Park Ave - Village of North Riverside.*

Project Manager responsible for providing technical support to the Village relating to impacts associated with a gas station LUST. Fuel released from the LUST impacted the municipal water system with benzene and the Village ended up having to replace 100s of yards of their water main and fit upgraded gaskets where it past through the LUST contamination. Carlson provided general consulting, emergency response, and environmental oversight during soil excavation and utility installation, soil sampling, and expert testimony during cost recovery litigation. Categories B, C

*CenterPoint Intermodal Center/BNSF Logistics Park, Elwood, Illinois.*

Senior Scientist responsible for environmental oversight during demolition, mass-grading, and utility installation phases of development at the former Joliet Army Ammunitions Plant. Worked hand-in-hand with multiple contractors to assure that their work proceeded on-schedule while remedial activities were underway. Oversaw and provided documentation of over 1,500 loads of asbestos containing building material and debris left behind from previous demolition activities. Provided oversight and documentation of PCB soil remediation, and numerous underground storage tank (UST) removals. Obtained a National Pollutant Discharge Elimination System (NPDES) permit for the elimination of an on-site fire suppression pond, and supervised the construction of a 3-mile long pipeline and discharge activities. Categories A, B, C

*Veterans Acres Pond, Village of Crystal Lake, IL (consultant to Hey and Associates):*

Project Scientist responsible for assisting the Village in determining the disposition of several thousand cubic yards of soil/sediment excavated from a municipal pond that had been inadvertently contaminated with diesel fuel by the trucking company. Provided testimony at City Counsel meeting. Category B

*Village of Schaumburg, Il (consultant to Hey and Associates):*

Project scientist responsible for sediment sampling and determination of proper disposal and on-site relocation of dredge spoils produced from a municipal pond. Category B

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**TRAINING/  
CERTIFICATIONS**

OSHA 40-Hour HAZWOPER and Refresher Courses

Certified Asbestos Building Inspector

Unexploded Ordinance (UXO) Safety and Environmental Oversight Training

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**EDUCATION**

University of Illinois, Chicago, B.A. Anthropology 2001

**EXPERIENCE  
SUMMARY**

Ms. Roiniotis directs the asbestos, lead, and mold department at Carlson, which consists of air sampling, and materials testing to identify and quantify environmental issues related to the management and remediation of building materials. Ms. Roiniotis has eleven years of experience in asbestos inspection, asbestos abatement, asbestos project management/air monitoring, lead-in paint inspection, and indoor air quality investigations, including mold. Her skills include all aspects of asbestos and lead abatement services from pre-project site investigation, project bidding, contractor selection, contract negotiation, on-site project management and monitoring, to project close-out. In addition, she has conducted dozens of asbestos inspections and prepared asbestos management plans for management planner approval.

**PROFESSIONAL  
EXPERIENCE**

Carlson Environmental, Inc., Chicago, Illinois  
Surface Materials Manager (2005-2012 and 2013 to present)

Hargrove and Associates  
Project Manager  
(2012-2013)

ECS Illinois  
Assistant Scientist (2003-2005)

Hygieneering, Inc.  
Project Manager (2001-2003)

**REPRESENTATIVE  
PROJECTS**

- CenterPoint Properties, Oakbrook, IL: Provide pre-acquisition due diligence Phase I Environmental Assessment services and ongoing annual assessment services on a nationwide portfolio of industrial rental properties. Category A
- Metropolitan Water Reclamation District of Greater Chicago, Stickney and Chicago, IL: Provided technical support and abatement cost estimating relating to the asbestos containing materials at the Stickney and Calumet Water Reclamation Plants. Clearance air sampling after asbestos abatement. Categories, B, C
- Resurrection Health Care –St. Mary’s Campus, Chicago, IL: Provided asbestos inspection and O&M for entire hospital. Provided air sampling services and on-site project management prior to demolition of the former convent. Categories B, C
- Rush Hospital, Chicago, IL: Provided air sampling services and on-site project management throughout Rush Hospital. Categories B, C
- Naperville Community Unit School District 203, Naperville, IL: Provided air sampling services and on-site project management for schools throughout District 203. Categories B, C

**TRAINING/  
CERTIFICATIONS**

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- Mirvac Group, Chicago Metro Area: Provide ongoing annual assessment services on a portfolio of industrial rental properties in northwestern Indiana and northeastern Illinois. Category A
  - CenterPoint Properties, Oakbrook, IL: Provide asbestos inspections, O&M surveys, over see removal of asbestos and provide air sampling services for several buildings owned/managed by CenterPoint Properties. Categories B, C
  - Maryville Academy, Chicago, IL – Provided asbestos inspection for selected portions of the academy. Category B
  - Park Ridge Niles School District 64, Park Ridge, IL: Provided air sampling services and on-site project management for two schools in the district. Categories B, C
  - Value Industrial Partners, Elmhurst, IL: Provide pre-acquisition due diligence Phase I Environmental Assessment services. Provide asbestos inspections and O&M surveys. Categories A, B
  - Northern Builders, Schiller Park, IL: Provide indoor air quality inspections and asbestos inspection. Category B
  - NAI Hiffman, Oakbrook Terrace, IL: Provide indoor air quality inspections, including mold. Provide asbestos inspections prior to renovation work. Category B
  - Heritage Companies, Oak Park, IL: Provide asbestos inspections prior to demolition or renovation projects. Category B
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- NIOSH 582 Equivalency: 40 Hr. Evaluation of Airborne Fiber Concentrations
  - Section 206 of Title II of the Toxic Substance Control Act:
    - 40 Hr. Asbestos Contractor/Supervisor
    - 24 Hr. Asbestos Building Inspector
  - Illinois Department of Public Health Licensures:
    - Asbestos Building Inspector
    - Asbestos Project Manager
    - Air Sampling Professional
  - Indiana Department of Environmental Management Licensures:
    - Asbestos Building Inspector
  - Wisconsin Department of Natural Resources Licensures
    - Asbestos Building Inspector
    - Asbestos Supervisor
-

**EDUCATION**

Graduate Study, Geology, University of Illinois-Chicago, Chicago, IL  
BS, Environmental Health Science, Illinois State University, Normal, IL

**EXPERIENCE  
SUMMARY**

Mr. Shabino's primary responsibility is to design field investigation programs and remediation strategies for complex contaminated site. He actively supervises soil and ground water sampling programs, and conducts hydrogeological investigations and site classifications for SRP and LUST sites.

**PROFESSIONAL  
EXPERIENCE**

Carlson Environmental, Inc., Chicago, IL  
Senior Geologist (1995 – Present)

Great Lakes Group, Inc., Chicago, IL  
Environmental Scientist (1993-1995)

Harding Lawson Associates, Chicago, IL  
Environmental Scientist (1989-1992)

Caterpillar, Inc., Joliet, IL  
Industrial Hygiene Technician (1989)

**REPRESENTATIVE  
PROJECTS**

*CenterPoint Properties, Oakbrook, IL:*

Sr. project manager responsible for leading annual assessment, Phase I ESAs, Phase II site investigations, and site remediation services under a master services agreement which provides comprehensive environmental services on a nationwide portfolio of several hundred industrial rental properties. Categories A, B, C.

*Mirvac Group, Chicago Metro Area:*

Sr. project manager responsible for leading annual assessment, Phase I ESAs, Phase II site investigations, and site remediation services on a portfolio of industrial rental properties in northwestern Indiana and northeastern Illinois. Categories A, B, C.

*Chicago Manufacturing Campus Redevelopment, Ford Motor Land Development Corporation and CenterPoint Properties, Chicago, IL:*

Senior geologist responsible for developing and executing extensive program of Phase II investigations, ground water modeling, and risk assessment at a 150-acre industrial property formerly owned by Republic Steel. In a joint venture with the Ford Motor Land Development Corporation, CenterPoint Properties has developed an automotive supplier campus adjacent to Ford's Torrence Avenue assembly plant. Carlson's scope of work included: soil and ground water sampling, a wetlands investigation, sediment sampling, relocating a stream, ground water modeling, risk assessment, construction oversight, and obtaining an NFR Letter from the Illinois EPA. Categories B, C.

*Allsteel VOC Contamination, CenterPoint Properties, Montgomery, IL:*

Senior geologist responsible for directing Phase II subsurface investigations at a

**PROFESSIONAL  
EXPERIENCE  
(CONTINUED)**

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70-acre industrial site near Aurora, Illinois. The property is home to a 1MM square foot building that is currently used as warehouse and office space, but was originally used for the manufacture of metal office furniture including tables, storage cabinets, vertical files and shelving units. Manufacturing operations included cutting, forming and coating/painting metal parts. The subsurface investigations identified two areas containing significant concentrations of volatile organic compounds (VOCs). Mr. Shabino is currently providing technical review of the ground water withdrawal and free product recovery system operating at one location and bioremediation at the other location as well as general oversight of remediation efforts being conducted by the former property owner. Categories B, C.

*Phase II Investigation Services, Fullerton Plaza, Chicago, IL:*

Senior geologist responsible for developing and executing extensive program of Phase II investigations and soil remediation at a site on the east bank of the Chicago River at Fullerton Avenue, that was once the location of an asphalt plant, a bulk petroleum storage facility and a chemical manufacturer. Aerial photos showed that a major oil company had operated on the site for many years; these operations had caused significant soil contamination. Category B

*LUST Services, General Motors Acceptance Corporation, Chicago, IL:*

Senior geologist responsible for directing the removal of two underground storage tanks at a former automobile dealership. Carlson removed two underground storage tanks; excavated and disposed of petroleum-contaminated soil; removed all hydraulic lifts; steam-cleaned sewers underneath the site building; and removed all asbestos-containing building materials. The site was subsequently sold and redeveloped into a branch banking facility for the Northern Trust Bank. Category B

*Soil and Ground Water Remediation, East, Addison, IL:*

Project geologist responsible for implementing a remedial approach that used a cost-effective on-site treatment rather than offsite disposal. For decades, degreasing waste generated by an investment casting process was discharged to a surface impoundment, resulting in the contamination of soil and shallow ground water. Carlson employed Low Temperature Thermal Desorption technology to remediate over 6,000 tons of soil contaminated with chlorinated solvents. Mr. Shabino was responsible for planning and implementing a soil and ground water investigation, as well as, oversight of the tank removal and soil remediation. Categories B, C.

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**TRAINING/  
CERTIFICATIONS**

Licensed Professional Geologist in Illinois  
Licensed Asbestos Air Sampling Professional in Illinois  
Licensed Asbestos Inspector in Illinois  
AHERA Asbestos Building Inspector Training and Refresher  
OSHA 40-Hour HAZWOPER and Refresher Courses

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**EXHIBIT A**  
**LEGAL ACTIONS**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**EXHIBIT A  
LEGAL ACTION**

Firm Name: Carlson Environmental, Inc.

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

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<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 checked="" 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 AFFADAVIT**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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

The undersigned Edward E. Garske, as President  
Name Title

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

1. Name of Firm: Carlson Environmental, Inc.
2. Address: 65 E. Wacker Place - Suite 2210, Chicago, IL 60601
3. Telephone: (312) 346-2140 Fax: (312) 346-6956
4. FEIN: 37-1281474 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".

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

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: Illinois
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
	President
	Vice President
	Vice President

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

Name	Address	Ownership Interest Percentage
Edward E. Garske	2405 Blue Crab Court, Sanibel, FL 33957	16 <input type="checkbox"/>
		Environmental cor <input type="checkbox"/>
		Environmental cor <input type="checkbox"/>

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

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

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**PARTNERSHIPS**

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

Name	Ownership Interest Percentage

**SOLE PROPRIETORSHIP**

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

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

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

Name(s) of Principal(s)

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

Name	Address

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EXHIBIT B  
DISCLOSURE AFFIDAVIT

**CONTRACTOR CERTIFICATION**

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-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/FEES**

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

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

**E. PUNISHMENT**

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

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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

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

**CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental 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

Edward E. Garske

Name of Authorized Officer (Print or Type)

President

Title

312-346-2040

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 4 day of Feb, 20 17 by

Edward Garske (Name) as President (Title) of

Carlson Environmental, Inc. (Bidder/Proposer/Respondent or Contractor)

  
Notary Public Signature and Seal



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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**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):

**Environmental consulting and engineering services**

+

Description or goods or services to be provided under Contract:

**Environmental consulting and engineering services**

Name of Consultant: Carlson Environmental, Inc.

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

Retained Parties:

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

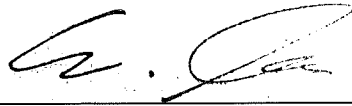
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained

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.

  
\_\_\_\_\_  
Signature

February 4, 2016  
\_\_\_\_\_  
Date

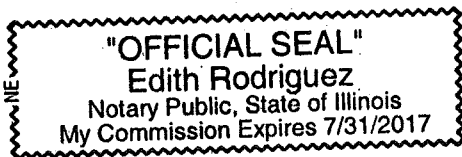
Edward E. Garske  
\_\_\_\_\_  
Name (Type or Print)

President  
\_\_\_\_\_  
Title

Subscribed and sworn to before me

this 4<sup>th</sup> day of Feb. 2016

  
\_\_\_\_\_  
Notary Public



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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

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

1. Policy Statement

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

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

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

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

- vii. "Good faith efforts" means actions undertaken by a Consultant to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- viii. "Joint Venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the Joint Venture is equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- ix. "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

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

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- f. A Consultant may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

**5. Submission of Bid Proposals**

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
  - i. Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or the County of Cook must be submitted.
  - ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the Joint Venture agreement proposed among the parties. The Schedule B and the Joint Venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
  - iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
  - iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

**6. Evaluation of Compliance Proposals**

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.



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- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

7. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - i. Attendance at the Pre-bid conference;
  - ii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
  - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
  - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - a. The name, address and telephone number of MBE and WBE firms contacted;
    - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - vi. A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.

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- vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
- viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
- ix. General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
  - i. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
  - ii. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

**8. Failure To Achieve Goals**

- a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
  - i. Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
  - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
  - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

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- vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - vii. Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
  - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
  - ix. Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
  - x. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

**9. Reporting and Record-Keeping Requirements**

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

**10. Disqualification of MBE or WBE**

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

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Consultant shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Consultant of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

- i. The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
- ii. The Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Consultant; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

- iii. The Consultant's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

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- iv. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
  
- v. Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
  
- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
  
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

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

14. Severability

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

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**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

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

1. Name of Joint Venture \_\_\_\_\_

2. Address of Joint Venture \_\_\_\_\_

3. Phone number of Joint Venture \_\_\_\_\_

4. Identify the firms that comprise the Joint Venture

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

Environmental consulting and engineering services

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

Environmental consulting and engineering services



5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

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

8. Specify as to:

A. Profit and loss sharing \_\_\_\_\_%

B. Capital contributions, including equipment \_\_\_\_\_%

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

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

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**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

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

A. Financial decisions: \_\_\_\_\_

B. Management decisions such as:

1. Estimating: \_\_\_\_\_

2. Marketing/Sales: \_\_\_\_\_

C. Hiring and firing of management personnel:  \_\_\_\_\_

D. Purchasing of major items or supplies: \_\_\_\_\_

E. Supervision of field operations: \_\_\_\_\_

F. Supervision of office personnel: \_\_\_\_\_

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

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

10. Please state any material facts of additional information pertinent to the control and structure of this Joint Venture.

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**SCHEDULE B - Joint Venture Affidavit (3 of 3)**

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

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

\_\_\_\_\_  
Name of Joint Venturer

X

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title  
**President**

\_\_\_\_\_  
Title

Date  
State of \_\_\_\_\_ County of \_\_\_\_\_

Date  
State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)



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

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

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

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_

(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago

(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor

\_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

BY:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)  
MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_



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

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

BY:

\_\_\_\_\_  
Name of Contractor (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone/FAX

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_