



**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**  
**(PS2060E)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**AND**  
**ENVIRONMENTAL DESIGN INTERNATIONAL, INC.**  
**FOR**  
**ENVIRONMENTAL ENGINEERING SERVICES (PS2060E)**

**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>	Environmental Design International inc.
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**Mayor Rahm Emanuel**  
**Chairman**

Felicia S. Davis  
Executive Director

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**EXECUTION PAGE**  
**ENVIRONMENTAL ENGINEERING SERVICES - PS2060E**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

*Rahm Emanuel* Date: \_\_\_\_\_  
Mayor Rahm Emmanuel  
Chairman

ATTEST:  
*[Signature]* Date: 8/24/16  
Lori Ann Lypson  
Secretary

Environmental Design International inc.  
**CONSULTANT:** \_\_\_\_\_  
*[Signature]* Date: February 10, 2016  
President or Approved Signatory

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois  
Environmental Design International inc.

Subscribed and sworn to before me by \_\_\_\_\_ and Claire M. Williams  
on behalf of Consultant this 10 day of \_\_\_\_\_, 2016.  
February

*[Signature]*  
Notary Public  
My Commission expires: 8-7-16  
(SEAL OF NOTARY)



**Approved as to form and legality:**  
*Anne L. Zredd* Date: 8-23-16  
Neal & Leroy, LLC

**SCHEDULE A  
TERMS AND CONDITIONS**

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



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

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



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

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



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

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

## 7. **Term.**

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

- 8. **Compensation of Consultant; Submission of Invoices through CW.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$1,500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

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



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

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

17. **Miscellaneous.**

- a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
- b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
- c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
- d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
- e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
- f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the 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 - PS2060E**

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

Job Title		Unit	Hourly Rates
<b>Phase I and II Environmental Assessments/Design and Construction Management</b>			
A	Principal	Per hour	\$ 150.00
B	Environmental Engineer P.E.	Per hour	\$ 131.00
C	Environmental Engineer	Per hour	\$ 64.00
D	Geologist/Hydrologist	Per hour	\$ 81.00
E	Certified Industrial Hygienist	Per hour	\$ 150.00
F	Environmental Scientist	Per hour	\$ 74.00
G	Building Inspector (Hazardous Waste)	Per hour	\$ 85.00
H	Chemist	Per hour	\$ 80.00
I	Environmental Communications Specialist	Per hour	\$ 92.00
J	Project Manager	Per hour	\$ 87.00
K	Senior Project Manager	Per hour	\$ 138.00
L	Environmental Technician	Per hour	\$ 54.00
M	Clerical/Administrative Staff	Per hour	\$ 44.00
N	Drafting Technician	Per hour	\$ 83.00
O	Civil Engineer	Per hour	\$ 77.00
P	Insert Other Title Here	Per hour	\$ -
Q	Insert Other Title Here	Per hour	\$ -
<b>Environmental Design Services</b>			
A	Environmental Engineer P.E.	Per hour	\$ 131.00
B	CAD Specialist	Per hour	\$ 94.00
C	Drafting Technician	Per hour	\$ 83.00
D	Clerical/Administrative Staff	Per hour	\$ 44.00
E	Engineer	Per hour	\$ 77.00
F	Project Manager	Per hour	\$ 87.00
G	Sr. Project Manager	Per hour	\$ 138.00

**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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION – CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART  
ONSITE CLEANUP COVERAGE PART

### SCHEDULE

Certificate Holder(s)
Where Required By Written Contract

Under the Common Provisions, **SECTION VI – COMMON CONDITIONS**, item 2. Cancellation And Nonrenewal is amended by the addition of the following:

If we cancel this Policy before the expiration date thereof, we will mail a 60 days written notice (ten (10) days for non-payment of premium) to the Certificate Holder(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

Consultant must submit the following:

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

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



AGENCY CUSTOMER ID: 234415

LOC #: Chicago



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Environmental Design International, Inc. 33 West Monroe Street, Suite 1825 Chicago, IL 60603-5326	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

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

Contractors Pollution Liability  
Carrier: Crum & Forster Specialty Insurance Company  
Policy Number: PKC-103306  
Effective Date: 07/01/2015  
Expiration Date: 07/01/2016  
Limits: 5,000,000  
SIR: 25,000



(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

## BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

**SCHEDULE E**  
**KEY PERSONNEL**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**





## 2. Key Personnel & Licenses

Personnel										
	Years with Current Firm	Years in Environmental Industry	Experience in Category A – Planning Phase Environmental Services	Experience in Category B- Environmental Design Phase Environmental Services	Experience in Category C – Construction Phase Environmental Oversight	10 years' experience in IEPA SRP project management	7 years' experience in managing leaking underground storage tanks in Illinois	Owner's Representative Services Experience	Environmental Grant Administration Experience	QA/QC Technical Review
Scott Dileto, CHMM, LEED Green Associate	16	18	18	18	18	Yes	Yes	Yes	No	Yes
Andrew Dorn, PE	2	11	8	10	7	No	Yes	Yes	Yes	Yes
Brendan Farnham, EIT	1	2	0	0	1	No	No	Yes	No	Yes
Patricia Feeley, PG	16	22	22	22	22	Yes	Yes	Yes	Yes	Yes
Michael Fischer, CHMM	7	11	6	6	6	No	No	Yes	No	Yes
Karina Kuc	1	1	0	0	1	No	No	Yes	No	No
Felix Moran, PE	1	22	17	17	19	Yes	Yes	Yes	No	Yes
Collin Pannier	2	2	0	0	2	No	No	Yes	No	No
Jennifer Stepina	1	2	0	0	1	No	No	Yes	No	No
John Wellman	10	17	10	10	15	No	No	Yes	No	Yes

Resumes and licenses in alphabetical order for the staff named above follow this page.



## SCOTT S. DILETO, CHMM, LEED GREEN ASSOCIATE SENIOR TECHNICAL REVIEW – QA/QC



Mr. Dileto has more than 17 years of experience in environmental consulting and construction including environmental property assessments, magnetometer surveys, subsurface investigations, underground and above ground storage tank management, design and specifications, lead and asbestos abatement design, soil and water sampling, soil and groundwater remediation; also, ambient air, noise, and vibration monitoring, and reporting project management, regulatory compliance, and community involvement. Mr. Dileto has completed all Agency reporting associated with leaking underground storage tank and site remediation program sites in Illinois and Indiana.

### Key Projects

**Public Building Commission of Chicago, Various Sites (April 2009 – present), Chicago, Illinois, Senior Project Manager.** Mr. Dileto is currently providing client contact and project management for the 12<sup>th</sup> District Police Station, the Southeast Area Elementary School, and the Durkin Park Elementary School. The goals of these projects are to investigate and characterize onsite RECs through Phase I and Phase II ESAs, develop construction soil management specifications, and provide construction oversight, including segregation of clean construction and demolition debris (CCDD) material. EDI completed field construction oversight services for the 12<sup>th</sup> District Police Station in 2012. EDI's construction oversight responsibilities on all three projects include the management of all material onsite including non-hazardous special waste and CCDD material. *Ms. LeeAnn Tomas-Foster, Deputy Director for Environment, and Mr. James Gallagher, Jr., AIA, 50 West Washington Street, Room 200, Chicago, IL 60602, (312) 744-9281 and (312) 744-9431*

**Public Building Commission of Chicago (PBC), Pre-Demolition Asbestos Survey, Whitney Young Library (February 2009), Senior Project Manager.** Mr. Dileto managed the pre-demolition asbestos survey for the expansion of the Whitney Young Library. The pre-demolition asbestos survey consisted of the inspection, evaluation, and laboratory analysis of suspect building materials for the presence of asbestos containing material (ACM) that were impacted by the proposed demolition activities. Once constructed, the expansion of the library will have positive impact on the surrounding community. The building will use several sustainable design features, expected to give the new branch Leadership in Energy and Environmental Design (LEED) Silver certification. *Ms. Sarah Fleming, Project Manager, PBC, 50 West Washington Street, Room 200, Chicago, IL 60602, (312) 744-2319*

**Department of Fleet and Facility Management, City of Chicago, Chicago, Illinois (2014-Present), Union Station Transit Center, Quality Control/Quality Assurance.** EDI is providing Phase I ESA, Phase II ESA and IEPA SRP reporting services. Mr. Dileto is providing Quality Control/Quality Assurance and overall team guidance for this project. The site, near Chicago's Union Station, had a significant environmental history, and requires remediation in support of redevelopment into an off-street bus terminal. Performance of the project includes historical review, collection of approximately 12 soil samples, installation of 1 temporary monitoring well, and the potential to collect soil gas and waste characterization samples. EDI will also be responsible for completing all reporting and communications with the Illinois EPA. *Eamon Reilly, 2FM Bureau of Environmental Health and Safety Management, 30 N. LaSalle St., Suite 300, Chicago, Illinois 60602, 312-744-7205.*

**Old Kennedy-King Demolition, Task Manager (July 2009-2010).** Mr. Dileto was a task manager on this contract. EDI conducted hazardous materials survey of the site buildings, associated laboratories, and accessible underground utilities tunnels. The work included the development of a site specific HASP, Asbestos Quantification to quantify ACMs not previously identified, and Abatement Specifications Development. EDI also conducted perimeter environmental air monitoring for the presence of elevated levels of particulates, lead dust, silica, and polynuclear aromatic hydrocarbons. EDI continues to perform perimeter environmental monitoring and sampling during the demolition and soil remediation activities. *Ms. Azalynn May, Exp, 205 N. Michigan Avenue, Chicago, IL 60601, Phone: (312) 616-6198, Fax 312-616-6069, mayal@exp.com*

**Ghafari & Associates, GSA Federal Plaza Renovation and Restoration (August 2009 – January 2013), Task Manager.** A large-scale renovation is complete at Chicago's Federal Plaza, and EDI had a key engineering and environmental role as a subconsultant to architect Ghafari and Associates, the prime A/E firm on the nearly \$21 million project. EDI provided civil engineering, professional land surveying, and environmental consulting services. EDI's environmental role included conducting Asbestos Containing Material (ACM) and Lead Based Paint (LBP) surveys, performing a Phase I Environmental Assessment (ESA) of the project site, and design services associated with the permanent closure of two above-ground storage tanks (ASTs). Mr. Dileto is managed the Phase I ESA and AST closure design portions of the project. *Mr. Jim Terada, AIA, Ghafari & Associates, 360 North Michigan Avenue, Suite 1100, Chicago, IL 60601, (312) 984-2300*

### Education

B.S., Biological Sciences,  
Northern Illinois University,  
1997

### Licenses

IDPH Licensed Asbestos  
Inspector #100-09347

### Certifications

Certified Hazardous  
Materials Manager (CHMM)  
No. 14724

LEED Green Associate,  
USGBC, July 2012

24-hour OSHA Hazardous  
Materials Technician  
(HAZMAT) Health and  
Safety Training

40-hour OSHA Hazardous  
Waste Operations and  
Emergency Response  
(HAZWOPER) Health and  
Safety Training (2001)

8-hour OSHA Health and  
Safety Training Refresher

### Associations

Illinois Association of  
Environmental Professionals  
(IAEP)

Alliance of Hazardous  
Materials Professionals  
(AHMP)





**S. Dileto**  
(continued)

**Chicago Housing Authority Phase I ESAs/Phase II ESAs/Remediation Oversight and Site Remediation Program Reporting, (2011-Present) Quality Control/Quality Assurance.** As part of CHA's development plan for various sites, remedial investigations must be conducted to meet CERCLA due diligence prior to property redevelopment for for-sale housing. Under an IDIQ contract, EDI has been involved with eight of the major redevelopments, performing multiple Phase I and Phase II ESAs, SRP enrollments and reporting, and remediation oversight. Mr. Dileto is responsible for senior review of project deliverables and overall project staff guidance. *Ms. Diane Martin, 60 East Van Buren, 13th Floor, Chicago, IL 60605, (312) 913-7606; (312) 913-7607 FAX; dimartin@thecha.org*

**City of Chicago Department of Aviation (CDA) O'Hare International Airport Modernization Program (OMP), Environmental Compliance and Operations Support Contract, Various Phase I and Phase II Environmental Site Assessments (November 2011 – present), Chicago, Illinois, Senior Project Manager.** Mr. Dileto is currently providing client contact and project management for various Phase I and Phase II Environmental Site Assessments for the CDA/OMP. The objective of this work is to identify RECs associated with FAA and third party tenant facilities, including airlines, in preparation for future airport work and completion of lease agreements between the City of Chicago and the FAA. Mr. Dileto develops Phase I and Phase II ESA scopes of work and budgets for each project within this Contract. Mr. Dileto maintains continued client relations during the duration of each project. He also schedules and conducts field visits and meetings with the CDA and the FAA. Mr. Dileto authors and/or reviews all of the deliverables for this contract. Mr. Dileto reviews and approves all accounting functions including client invoices. Work under this Contract also includes universal waste and hazardous materials management during building demolition projects including asbestos abatement and soil remediation. *Megha Patel, Environmental Planner, CivCon, 230 West Monroe Street Suite 2030, Chicago, IL, 60606, (312) 469-1077*

**LCM Architects, University of Illinois Urbana-Champaign (UIUC), Natural History Building Renovation (2013-2014) Quality Assurance/Quality Control.** EDI has a significant Environmental and Civil Engineering role for this nearly \$50 million renovation. EDI is providing a total environmental and industrial hygiene support package for the renovation efforts. EDI completed a Phase I and Phase II Environmental Site Assessment, including limited soil borings to identify potential soil hazards that may be impacted by the renovation activities. Additionally, EDI completed a comprehensive interior survey for asbestos-containing material (ACM), lead based paint (LBP) and other universal and special waste materials that would be impacted by the major renovation. A complete remediation and abatement specification and design drawings are being produced for the renovation to address all environmental hazards identified. EDI will be providing on-site oversight during construction for the abatement and remediation of ACM, LBP, Universal waste, and soil and special waste disposal. Mr. Dileto has provided Quality Assurance/Quality Control for this project and overall environmental staff guidance. *Jonathan Lundeen, LCM Architects, 819 South Wabash Avenue, Suite 509, Chicago, Illinois 60605, (312)913-1717*

**Jones Lang LaSalle Environmental Services Contract (2010 – present), Various Locations, Senior Project Manager.** EDI is providing comprehensive environmental consulting services to Jones Lang LaSalle, primarily at a confidential banking client's locations under development or renovation throughout the Chicago area. To date, projects have included the removal of a 500-gallon diesel fuel underground storage tank (UST) and associated IEPA LUST Closure Reporting at a location in Hoffman Estates, Illinois; the removal, the disposal of drums containing boiler room chemicals and other stored universal waste/hazardous materials from locations in Joliet, Illinois, St. Charles, Illinois, and Milwaukee Wisconsin. Additional services include asbestos management and asbestos abatement oversight at several locations in Illinois and Wisconsin; and desktop environmental reviews and Phase I ESAs for 130 facilities located throughout the country.

**City of Chicago Department of Aviation (CDA) Ricondo & Associates, O'Hare International Airport Modernization Program (OMP), Phase I Environmental Site Assessments (November 2005 – 2010), Chicago, Illinois, Senior Project Manager.** Mr. Dileto provided client contact and project management for the completion of 62 Phase I Environmental Site Assessments for the OMP. The objective of this work was to identify RECs associated with FAA facilities, in preparation for future work and completion of lease agreements between the City of Chicago and the FAA. The Phase I ESAs were conducted in accordance with American Society for Testing and Materials (ASTM) standard E-1527-05 and U.S. Department of Transportation FAA Order 1050.19B Chapter 2. Mr. Dileto developed the scope of work and budget for the project. Mr. Dileto maintained continued client relations during the duration of the project, scheduled, and conducted field site visits with the DOA and the FAA. Mr. Dileto authored or reviewed the majority of the reports. Mr. Dileto reviewed and approved all accounting functions including client invoices. Numerous additional task orders were awarded under this contract based on continued successful performance. *Mr. Gene Peters, Director, Ricondo & Associates, 10510 West Zemke Road, Chicago, IL 60666, (773) 462-7333*

**Cook County Office of Capital Planning and Policy, Underground Storage Tank Removals at Cook County Courthouses (March 2008 – May 2009), Senior Project Manager.** Mr. Dileto managed design and oversight of the removal of underground storage tanks (USTs) at three Cook County Courthouses. Mr. Dileto developed UST removal specifications, provided bidding support, directed the UST removal field activities, authored IEPA reports for NRF closures, and provided project closeout documents. The budgeting was a unique challenge on this project. The funding for this project was already allocated prior to EDI's involvement. Mr. Dileto completed the project with the available funding within budget. *Mr. Warwick Graham, Project Director, Office of Capital Planning & Policy of Cook County, 69 W. Washington, 30th Floor, Chicago, IL 60602, Phone (312) 603-0300, Fax 312-603-9998, wgraham@cookcountygov.com*



# Institute of Hazardous Materials Management

*This certifies that*

**Scott S. Dileto**

*has successfully met all the requirements of education,  
experience and examination, and is hereby designated a*

**Certified Hazardous Materials Manager®**

**June 2008**

Date of Certification

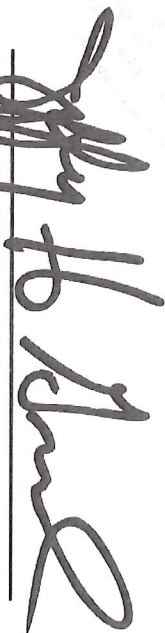
**June 30, 2018**

Certification Expires

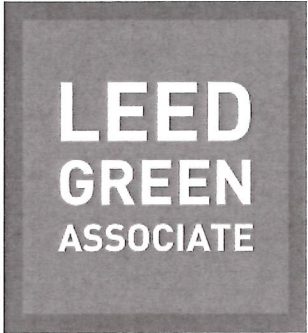
**14724**

Credential Number

Executive Director



Valid so long as this credential is renewed according to schedule and is not otherwise revoked.



GREEN BUILDING CERTIFICATION INSTITUTE CERTIFIES THAT

**Scott Dileto**

HAS ATTAINED THE DESIGNATION OF

**LEED GREEN ASSOCIATE**

by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED® Green Building Rating System™.

10575172-GREEN-ASSOCIATE

CREDENTIAL ID

10 JUL 2014

ISSUED

10 JUL 2016

VALID THROUGH

Handwritten signature of Gail Vittori in black ink.

GAIL VITTORI, GBCI CHAIRPERSON

Handwritten signature of Mahesh Ramanujam in black ink.

MAHESH RAMANUJAM, GBCI PRESIDENT



**ANDREW DORN, PE, LEED AP**  
PROJECT MANAGER/ENVIRONMENTAL ENGINEER



Mr. Dorn has 11 years of experience in the environmental field. His training includes environmental engineering, as well as environmental law and regulation. His areas of knowledge include the following: site investigation and remediation, risk assessment, transaction advisory, regulatory compliance, and project oversight and management. Mr. Dorn brings a multi-disciplinary approach to his projects, providing high level analysis of engineering and regulatory compliance risks.

**Key Projects**

**ENVIRONMENTAL SITE ASSESSMENTS AND REMEDIATION**

**Department of Fleet and Facility Management, City of Chicago, Chicago, Illinois (2014-Present), Union Station Transit Center, Project Manager.** Project Manager leading the completion of a Phase I ESA, Phase II ESA and SRP Reporting. The site, near Chicago's Union Station, had a significant environmental history, and requires remediation in support of redevelopment into an off-street bus terminal. Performance of the project includes historical review, collection of approximately 12 soil samples, installation of 1 temporary monitoring well, and the potential to collect soil gas and waste characterization samples. Mr. Dorn will also be responsible for completing all reporting and communications with the Illinois EPA. *Eamon Reilly, 2FM Bureau of Environmental Health and Safety Management, 30 N. LaSalle St., Suite 300, Chicago, Illinois 60602, 312-744-7205.*

**Glenbard Township High Schools District 87, Glen Ellyn, Illinois (2013-2014), UST Removal, Project Manager.** Provided technical review and comment on behalf of school district for design and implementation of plume monitoring and management plan. Supported communication and negotiation with IEPA Project Manager. *Adam Meek, Brownfield Management Associates, 790 Frontage Road, Suite 200 Northfield, Illinois 60093, 847-441-4132.*

**Leyden High School District 212, Franklin Park, Illinois (2013), SRP Program, Project Manager.** Review and comment on the Corrective Action Completion Report. Upon IEPA approval, recorded NFR Letter from IEPA. Researched potential environmental insurance coverage options. *Adam Meek, Brownfield Management Associates, 790 Frontage Road, Suite 200 Northfield, Illinois 60093, 847-441-4132.*

**Auto Parts Manufacturing Facility, Hartford, Illinois (2007), Site Investigation, Project Engineer.** Completed site investigation of closed auto parts manufacturing facility pursuant to USEPA Brownfield Grant. Designed and wrote sampling and analysis plan. Performed all field work including soil, groundwater, soil gas and indoor air sampling. Prepared site investigation report pursuant to USEPA requirements. *Michael Powers, TechLaw Inc., 55 W. Monroe St., Suite 3450, Chicago, Illinois 60603, 312-345-8990.*

**Refinery, Hartford, Illinois (2005-2006), Remediation, Project Engineer.** Performed design work for major Soil Vapor Extraction (SVE) unit. Provided construction oversight of piping and extraction well installation. Performed operations and maintenance support for SVE System. Completed well drawdown testing for pump and treat system. Performed low-flow groundwater sampling. Engaged community members. *Eduardo Gasca, Burns & McDonnell, 200 W. Adams St., Suite 1600, Chicago, Illinois 60606, 312-223-0920.*

**Metal Finishing Plant, Lisle, Illinois (2005-2006), Remediation, Project Engineer.** Drafted Feasibility Study for Area 3 soil and groundwater, including evaluation of multiple remedial technologies. Recommendations included chemical oxidation to address groundwater contamination and expansion of the existing SVE system to address soil impacts. Performed maintenance and monitoring of existing SVE system, including process checks and treatment efficiency sample collection. Researched implementation of expansion of local groundwater ordinance. *Eduardo Gasca, Burns & McDonnell, 200 W. Adams St., Suite 1600, Chicago, Illinois 60606, 312-223-0920.*

**Multiple UST Removals, Speedway (2004-2005), Project Engineer.** Designed and completed multiple UST removals on behalf of Speedway. Oversaw UST removals during store upgrades and characterized soils for reuse or disposal. Drafted quarterly reports to IEPA and IDEM. Performed quarterly groundwater sampling. Oversaw maintenance and monitoring of remediation systems and vac-truck LNAPL removal events. *Michael Welly, Dynamic Manufacturing, Chicago, Illinois 60606, 312-480-9622.*

**Education**

B.S., Environmental Engineering, Northwestern University, 2004

J.D., Chicago-Kent College of Law, 2010

**Licenses**

Professional Engineer, Illinois (062.067314) 2015

LEED AP, 2009

**Certificates**

40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Training

8-hour OSHA Hazardous Waste Supervisor Training

8-hour OSHA Health & Safety Annual Refresher Training

**Associations**

Air & Waste Management Association

Chicago Bar Association (Environmental Law Committee)



## FEDERAL PROJECTS

**Andrew Dorn**  
(continued)

**U.S. Environmental Protection Agency (USEPA), Regional Oversight Contract (ROC), Regions 5 and 6, Chicago, Illinois (2006-2008), Project Manager.** Led technical reviews of site investigation reports and feasibility studies (RI/FS), drafting technical review comments. Provided remediation and construction oversight of investigation and remediation activities. The two main projects included the investigation, remediation and closure of former military bases under the Base Realignment and Closure Act (BRAC) and restoration of a former defense site into a wildlife refuge. Managed project workflow and tracked project financials. *Nicole Guyer, TechLaw Inc., 55 W. Monroe St., Suite 3450, Chicago, Illinois 60603, 312-345-8990.*

**USEPA, RCRA Enforcement Permitting and Assistance (REPA), Region 5, Chicago, Illinois (2006-2008), Project Manager.** Completed detailed technical review and comment on remedial investigation, corrective measures studies (CMS) and draft statement of basis (SOB) documents. In one project, performed a literature review of phytoremediation technology in support CMS review. Oversaw and reviewed bench-scale studies for chemical treatment of contaminants. Lead project status meetings. *Michael Powers, TechLaw Inc., 55 W. Monroe St., Suite 3450, Chicago, Illinois 60603, 312-345-8990.*

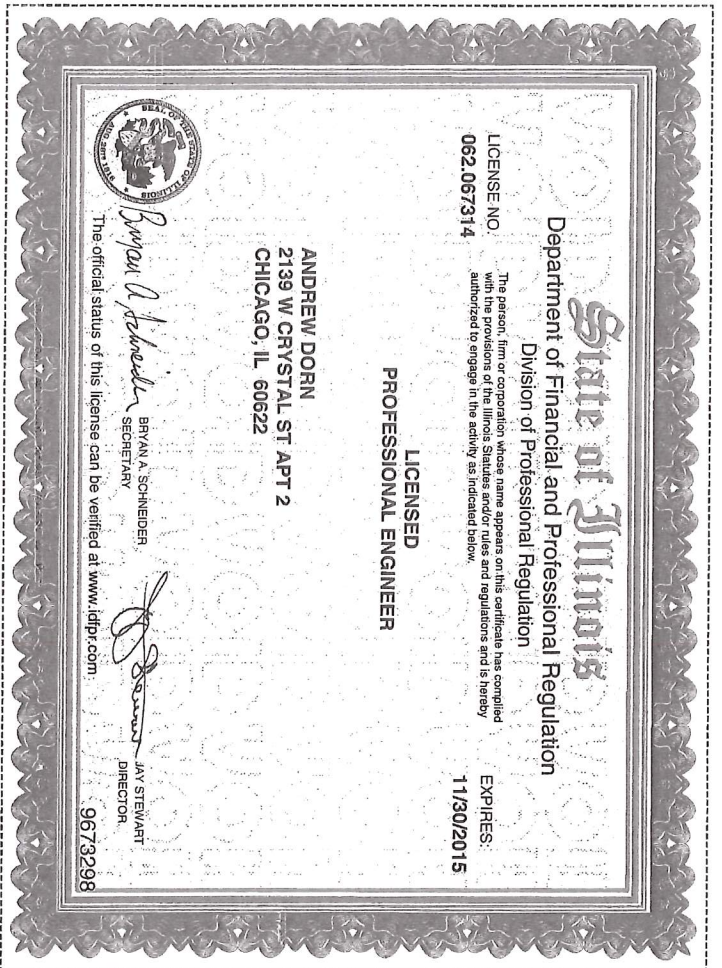
**USEPA, Superfund Technical Assessment and Response Team, Region 3, Philadelphia, Pennsylvania (2007), Project Engineer.** Performed remedial oversight and confirmatory sampling support for a major arsenic cleanup in a residential neighborhood. Conducted confirmatory sampling utilizing XRF equipment. Facilitated public outreach and communications regarding progress of cleanup. *Robert Young, TechLaw Inc., 55 W. Monroe St., Suite 3450, Chicago, Illinois 60603, 312-345-8990.*

## ENVIRONMENTAL CONSULTING

**Toxic Tort Exposure Research and Analysis, Chicago, Illinois (2012-2013), Associate.** Assessed exposure testimony of toxic tort litigants regarding alleged asbestos exposures. Evaluated comparable cases and made settlement recommendations to client. Performed over 50 depositions of fact witnesses, drafted substantive and trial motions. Represented clients in state and federal proceedings. *Robert Sands, Hepler Broom, 30 N. LaSalle St., Suite 2900, Chicago, Illinois 60602, 312-230-9100.*

**Sustainable Supply Chain Consulting, Pharmaceutical Company (2011).** Analyzed current supply chain practices in sustainability. Completed a benchmark assessment of comparable corporate sustainability policies. Designed and completed internal interviews and conversations regarding sustainability. Presented recommendations to management and front line employees.





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**BRENDAN FARNHAM, EIT**  
CIVIL ENGINEER



Mr. Farnham is a graduate from Bradley University and started with EDI in April of 2014. His areas of knowledge include the following: Phase I and Phase II Environmental Site Assessments, construction and demolition oversight; pollution modeling; wastewater treatment; soil sampling.

**Key Projects**

**Public Building Commission of Chicago (PBC), Coonley Elementary School Excavation Oversight, (June-July 2014), Chicago, Illinois, Civil Engineer.** Mr. Farnham's responsibilities during the construction done to Coonley Elementary included oversight of the removal and importation of all soil and stone, screening the soil using a PID meter, and tracking all related data and was responsible for writing weekly reports to PBC. *Berta Loro, Public Building Commission of Chicago, 50 W. Washington St, Chicago, IL 60603, (312) 554-9552, [Berta.Loro@cityofchicago.org](mailto:Berta.Loro@cityofchicago.org)*

**City of Chicago Department of Aviation (CDA) O'Hare International Airport Modernization Program (OMP), Phase I and II Environmental Site Assessments (ESAs), (February 2015 – Present), Civil Engineer.** Mr. Farnham is currently working on Phase I and II ESA reports for the O'Hare Modernization Project. Duties included reviewing historical usage of property, analyzing soil sample data, creating soil boring logs, and completing ESA reports for the CDA.

**ComEd, Substation Oversight, Soil Removal, and Soil Sampling, (August 2014 – Present), Civil Engineer.** Mr. Farnham's duties for the soil removal oversight included recording PID readings of soil, tracking the removed soil, signing waste manifests for truck drivers, and taking soil samples. Mr. Farnham has provided health and safety oversight on high risk ComEd substations. This includes creating health and safety plans, giving health and safety briefings to the crews on site, and overseeing the crews on site to ensure proper safety protocol is being followed.

**Illinois Department of Transportation, ADA Wheelchair Compatibility Intersection Inspection, (September-December 2014) Civil Engineer.** Mr. Farnham was in charge of a two man crew which had the responsibility of checking intersections and roads along IDOT routes to see if they met ADA wheelchair standards. Mr. Farnham helped tabulate data for each intersection and train new employees on the job.

**Illinois Department of Transportation, High Speed Rail Preliminary Environmental Site Assessment (PESA) Chicago to Joliet (2014) Civil Engineer.** Mr. Farnham has been responsible for researching environmental information, reviewing historical documentation, site investigation and reporting for PESA investigations along existing railroad tracks, for planned high speed rail service from Chicago to Joliet, IL. EDI is in the process of document review to include historical data, agency data, and railroad information for the project to progress towards construction. *Mr. Tony Pakeltis, Project Manager, Parsons Transportation Group, 10 S. Riverside Plaza, Suite 400, Chicago IL 60606 (312)930-5268, [Anthony.pakeltis@parsons.com](mailto:Anthony.pakeltis@parsons.com).*

**Martam Construction Inc., Route 64 Improvement, (May-June 2013), St. Charles, IL. Engineering Intern.** Mr. Farnham's role in this project was overseeing the removal of soil and transportation of soil to the landfill. Mr. Farnham's duties included signing and distributing waste manifests to truck drivers, monitoring the soil with a PID meter, taking measurements of the trenches and roadcut, using the measurements to calculate total volume excavated per day, and filling out daily reports which noted what was done during the day and how much soil was excavated.

**McHugh Construction Co., Stoney Island Feeder Project (June-July 2013), Chicago, IL. Engineering Intern.** Mr. Farnham was in charge of ordering a large amount of trucks and distributing manifests to the drivers, monitoring excavated soil with a PID meter, measuring excavated areas and using measurements to calculate soil excavated per day, and filling out daily reports including what happened on site during the day, where excavation was done, and calculations showing the total volume of excavated soil.

**WBK Associates, Wilson Street Traffic Signal Interconnect, (May-June 2013), Batavia, IL. Engineering Intern.** Mr. Farnham worked with the night construction crew on this project and oversaw the soil excavation. Mr. Farnham monitored soil contamination using a PID meter, measured the dimensions of trenches and roadcut to calculate total volume excavated, and filled out daily reports on what was done during the night and total volume of soil excavated.

**Education**  
B.S., Civil Engineering with Environmental Emphasis, Bradley University, 2013

**Licenses**  
Professional Engineer Intern, Illinois, #061.037663, (2013)

**Certificates**  
40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Training



**PATRICIA FEELEY, PG, CPG**  
PROJECT MANAGER/GEOLOGIST



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

**Key Projects**

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

**Public Building Commission of Chicago (2011-2012), Douglas Park Artificial Turf Environmental Services, Chicago, Illinois, Project Manager.** Ms. Feeley was the Project Manager for this contract and has successfully completed the Phase I Environmental Site Assessment, Magnetometer Survey, Test Pits and Waste Characterization sampling for the construction of the Douglas Park Artificial Turf site. Ms. Feeley worked with the development team in the design of specifications to prepare the site for park construction. EDI provided construction management oversight for soil import and export. Ms. Feeley managed the overall contract, tasks, and client communication. *Jennifer Valentin, PBC Project Manager, 50 W. Washington, Rm 200, Chicago, IL (312) 744-8339, [jennifer.valentin@cityofchicago.org](mailto:jennifer.valentin@cityofchicago.org).*

**Public Building Commission of Chicago (2009-2010), Dunning Library Environmental Services, Chicago, Illinois, Project Manager.** Ms. Feeley was the Project Manager for this contract and has successfully completed the Phase I Environmental Site Assessment, Magnetometer Survey, Test Pits and Waste Characterization sampling for the construction of the Dunning Library site. Ms. Feeley worked with the development team in the design of specifications to prepare the green space site for building construction and movement of the playground. EDI provided construction management oversight for soil import and export. Ms. Feeley managed the overall contract, tasks, and client communication. *Carl Graves, PBC Project Manager, 50 W. Washington, Rm 200, Chicago, IL (312) 744-9252, [carl.graves@cityofchicago.org](mailto:carl.graves@cityofchicago.org)*

**Public Building Commission of Chicago (2009-2012), Edgebrook Elementary School Addition Environmental Services, Chicago, Illinois, Project Manager.** Ms. Feeley was the Project Manager for this contract and has successfully completed the Phase II Environmental Site Assessment, UST removal services, and soil removal construction oversight for the construction of the school addition. Ms. Feeley worked with the development team in the design of specifications for contractor bidding. EDI conducted oversight of the UST removal activities and completed the UST Removal Report. EDI is continuing to provide construction management oversight for soil import and export of a new parking lot. Ms. Feeley managed the overall contract, tasks, and client communication. *Tim McHugh, PBC Project Manager, 50 W. Washington, Rm 200, Chicago, IL (773) 406-5486, [timothy.mchugh@cityofchicago.org](mailto:timothy.mchugh@cityofchicago.org).*

**Public Building Commission of Chicago (2013-2014), Alexander Graham Bell Elementary School Addition Environmental Services, Chicago, Illinois, Project Manager.** Ms. Feeley was the Project Manager for this contract and has successfully completed the Phase I Environmental Site Assessment, Magnetometer Survey, Test Pits, and soil removal

**Education**

M.S., Earth Science,  
Northeastern Illinois  
University, 1997  
B.S., Psychology,  
University of Illinois,  
Champaign-Urbana, 1992

**Licenses**

Illinois Professional  
Geologist (196-000898),  
1998 Certified  
Professional Geologist  
(CPG-11020) AIPG 2006

**Certifications**

40-hour OSHA  
Hazardous Waste  
Operations and  
Emergency Response  
(HAZWOPER) Training  
8-hour OSHA Hazardous  
Waste Supervisor  
Training  
8-hour OSHA Health &  
Safety Annual Refresher  
Training  
Environmental  
Assessment Training UIC

**Associations**

AIPG, National Water  
Well Association





**P. Feeley, CPG**  
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construction oversight for the construction of the school addition. Ms. Feeley worked with the development team in the design of specifications for contractor bidding. Ms. Feeley also managed the interior contract for renovation and hazardous material abatement oversight for removal of asbestos containing materials (ACM) and mitigation of lead-based paint (LBP) for the interior renovation of the project. EDI provided surveys for asbestos and LBP identification, specifications for contractor bidding, and oversight for the abatement and mitigation. *Robert Kinter, PBC Project Manager, 50 W. Washington, Rm 200, Chicago, IL (630) 414-9152, robert.kinter@cityofchicago.org.*

**Forest Preserve District of Cook County (2002 – 2013), Miscellaneous Environmental and Engineering Services, Multiple Locations throughout Cook County, IL, Project Manager.** Ms. Feeley is the Project Manager for this contract and has successfully completed numerous task orders for Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Underground Storage Tank consulting and other environmental services. Ms. Feeley has provided field assessment, technical review oversight, and client management for Phase I ESA services on a wide range of properties, including commercial properties and undeveloped properties. Ms. Feeley has also managed the asbestos and lead-based paint surveys for buildings targeted for demolition, leading the coordination with the District to complete the asbestos surveys and provide reports within two weeks of notice to proceed on multiple sites. EDI has assessed properties less than two acres in size as well as 100+ acres in size. EDI has provided UST removal oversight services and state reporting. EDI has provided remedial design, oversight, and reporting services in accordance with the Illinois Site Remediation Program. One remedial action consisted of in-situ use of chemical oxidation compounds and oxygen releasing compounds to reduce PAH compounds in subsurface soils. The confirmation sampling and groundwater monitoring concluded the remedial action was effective and site restoration was completed with an IEPA No Further Remediation letter issued. *Mr. James Havlat, (708) 771-1356, james.havlat@cookcountyil.gov*

**New Moms Inc., Development Site, Chicago, Illinois, Project Manager (2009-2012).** Ms. Feeley was Project Manager for the client, budget, schedule, technical review of documentation and continuation of services to provide Phase II ESA & HUD compliance services in support of development planning. She worked with the design team to prepare bidding specifications and worked on oversight of the remedial action. Ms. Feeley proposed Phase II ESA sampling that was used again for the SRP Site Investigation documentation to provide cost savings for the client. The UST removal and soil remediation was conducted as part of the construction schedule. Based on successful completion of the Phase II ESA soil sampling, identification of recognized environmental conditions, and satisfaction with EDI's services, EDI was awarded the contract for managing the site through the Illinois Site Remediation Program (SRP). The SRP documentation completed includes DRM-1 and 2 application forms, Comprehensive Site Investigation report, Remedial Action Plan, Remedial Objectives Report and Remedial Action Completion Report. New Moms has been issued the No Further Remediation letter with land use limitations. EDI also provided asbestos abatement oversight prior to building demolition. *Ms. Audalee McLoughlin, President, New Moms, 5327 W. Chicago Avenue, Chicago, IL 60602, (773) 362-3374, amcloughlin@newmomsinc.org*

**Development Site, Chicago, Illinois, Project Manager (2014).** Ms. Feeley is Project Manager for the client, budget, schedule, technical review of documentation and continuation of services to provide Phase II ESA & Site Remediation Program (SRP) reporting. Ms. Feeley prepared SRP Site Investigation documentation, Remedial Objectives Report, and Remedial Action Plan for the redevelopment of this site including outdoor and indoor inhalation. EDI designed building control technologies (BCT) to address inhalation issues at the site. EDI also recommended in-situ soil treatment to address off-site contaminant issues. The soil remediation was conducted as part of the construction schedule and a Remedial Action completion Report will be completed to document the activities, including oversight of the BCT installation. The SRP documentation completed includes DRM-1 and 2 application forms, Comprehensive Site Investigation report, Remedial Action Plan, Remedial Objectives Report and Remedial Action Completion Report. EDI also provided asbestos survey prior to building demolition. *Mr. Ghian Foreman, Greater Southwest Development Corporation, 3501 W. 63<sup>rd</sup> Street, Chicago, IL 60602, (773) 252-3253, g.foreman@greatersouthwest.org.*

**City of Chicago Department of Fleet and Facilities Management (2FM), Eden Place Nature Center, Chicago, IL (2012-2013), Reviewer.** Ms. Feeley provided QC review of the SRP documents for the investigation and remedial action at the Eden Place Site. Eden Place is a urban nature preserve and environmental education center located at 4339 South Stewart Avenue in the City of Chicago. Prior to Eden Place's founding, City records indicate that the property was utilized as illegal dump site for hazardous materials and that in or after 1997, a three year clean-up effort was undertaken to remove the illegally dumped materials. EDI was retained by 2FM to investigate the City owned properties that comprise the northern portion of Eden Place for remnant impacts, enroll the property into the Illinois EPA Site Remediation Program (SRP) to address identified impacts, and obtain a No Further Remediation (NFR) Letter from the Illinois EPA. Work by EDI has included completion of a Phase I and Phase II Environmental Site Assessment (ESA), enrollment of the property into the SRP, development of a remediation plan, oversight of a City Contractor implementing the remediation plan, and reporting to the IEPA. Efforts resulted in a comprehensive NFR Letter being issued. *Mr. Zachary Clayton, City of Chicago, Department of Fleet and Facility Management, Bureau of Environmental, Health & Safety Management, 30 North LaSalle Street, Suite 300, Chicago, IL 60602, (312) 744-3161.*

**The Community Builders, Inc., Chicago, Illinois. Environmental Assessment, Site Remediation Program Reporting and Remediation Oversight at St. Stephens & Oakwood Shores Terrace Apartments (2009 – 2014), Reviewer.** Ms. Feeley provided QC review of the environmental assessment and SRP documents for the investigation and remedial action at





**P. Feeley, CPG**  
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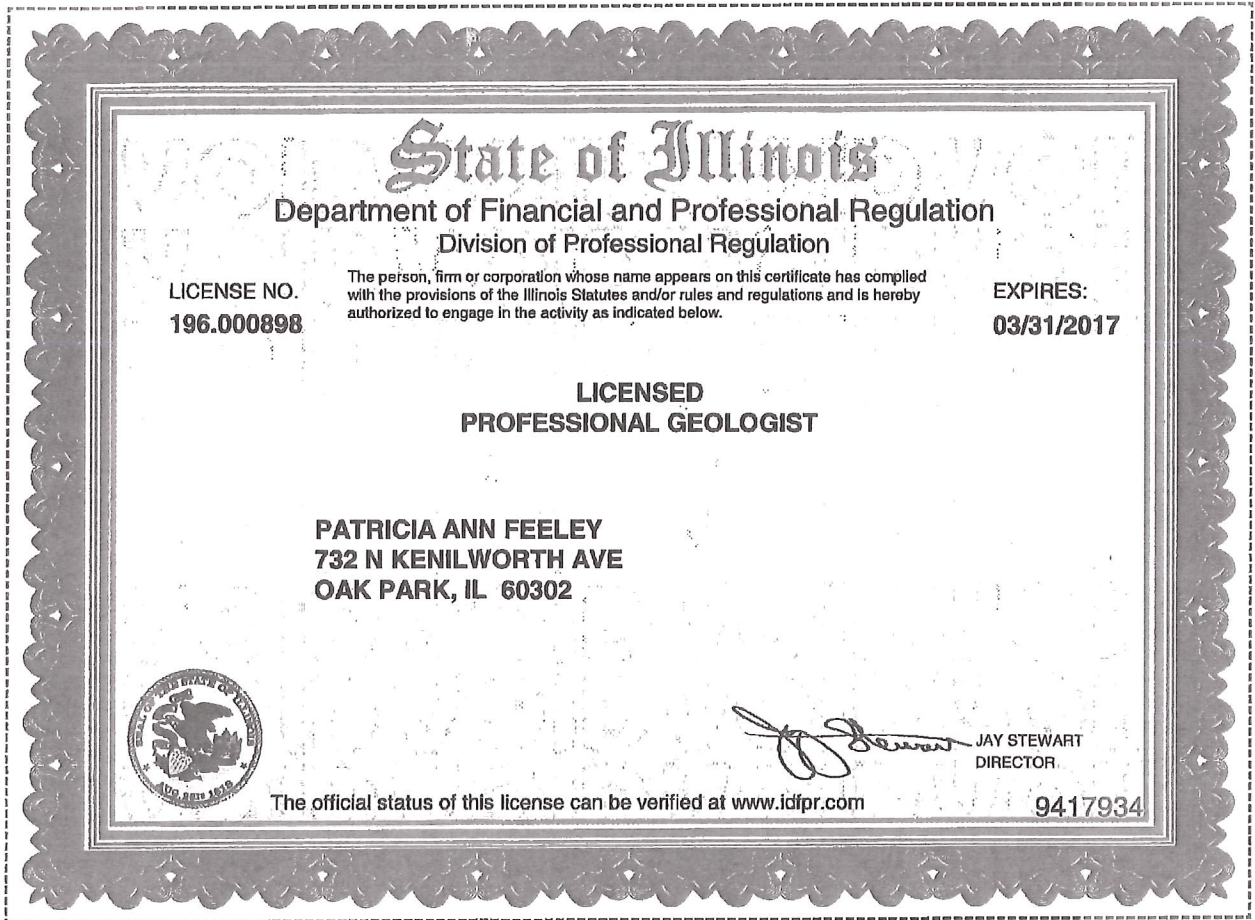
the St. Stephens housing renovation project at Jackson Blvd. and Western Avenue and the Oakwood Shores Apartments at 37<sup>th</sup> and Cottage Grove in Chicago. EDI provided remediation oversight and reporting services as part of the Illinois Environmental Protection Agency's (IEPA) Site Remediation Program (SRP). *Mr. Jeff Heisler, The Community Builders, Inc., 519 E. Jefferson Street, Louisville, Kentucky 40202 (502) 561-8484*

**Chicago Housing Authority (CHA), Lake Park Crescent, Oakwood Shores Phase IIB, State Street and Maplewood Courts Redevelopment Projects, Chicago, Illinois (2011 – 2014), Reviewer.** Ms. Feeley provided QC review for the Remedial Action Completion Report for blocks 3 & 4 for a Tier 3 request based on the remedial action conducted at the site, previous investigation work, and the remedial action completion report (RACR). These projects consist of providing remediation oversight as part of the Illinois Environmental Protection Agency's (IEPA) Site Remediation Program (SRP). Preparation of the required SRP reports including Soil Management Plans, soil quantity estimates, and clean fill reports during remediation, direct remediation oversight during construction activities, and project closure through the SRP. *Ms. Diane Martin, CHA, 60 East Van Buren, 13th Floor, Chicago, IL 60605, (312) 913-7606*

**City Colleges of Chicago, Illinois Site Remediation Program Reporting (2009 to present), Reviewer.** Ms. Feeley provided QC review for the SRP documents for the demolition of the old Kennedy King College Campus. EDI conducted perimeter air monitoring, subsurface investigations, Illinois (IEPA) Site Remediation Program (SRP) enrollment, and performed remedial oversight for the demolition project. *Ms. Azalynn May, Teng and Associates, 205 N. Michigan Avenue, Chicago, IL 60601 Phone (312) 616-6198, Fax 312-616-6069, [mayal@teng.com](mailto:mayal@teng.com)*

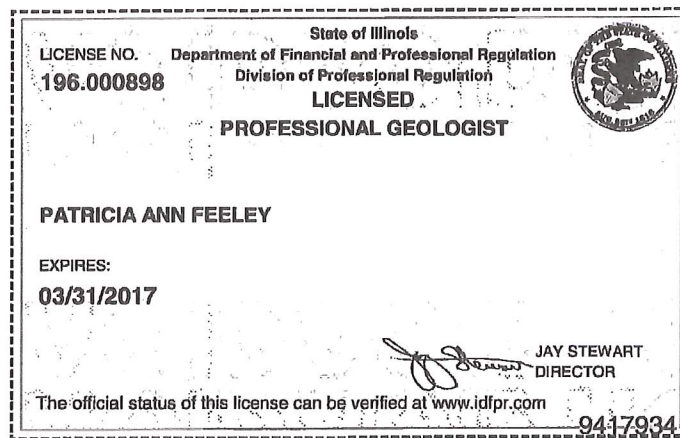
**Access Living (May 2004-August 2006), 115 W. Chicago Avenue, Chicago, Illinois, Project Manager.** Ms. Feeley acted as Project Manager for the client, budget, schedule, technical review of documentation, and continuation of services after completion of Phase I ESA & HUD compliance services in support of development planning. Based on successful completion of the Phase I ESA, identification of recognized environmental conditions and satisfaction with EDI's services, EDI provided Phase II ESA soil sampling. From the Phase II ESA, EDI identified petroleum subsurface impacts from historical USTs on the property. EDI was then awarded the contract for managing the site through the Illinois Site Remediation Program (SRP). The SRP documentation completed includes DRM-1 and 2 application forms, a Focused Site Investigation report, Remedial Action Plan, and Remedial Objectives Report. The Remedial Action Completion Report has been completed and a No Further Remediation Letter has been issued for the site. Ms. Feeley proposed Phase II ESA sampling that was used again for the Focused Site Investigation to provide a cost savings measure for the client. Ms. Feeley was attuned to working within the construction schedule to maximize the remedial effort within a budgetary cost. *Mr. Kirby Burkholder, Construction Manager, Illinois Facility Fund, 1 N. LaSalle St. Suite 700, Chicago, IL 60602, (312) 629-0060*

**Illinois Tollway - PSB 12-5, Maintenance Facilities, System-Wide (2013-Present), Project Manager.** Ms. Feeley is responsible for the Phase I ESA and Hazardous Material surveys which include site reconnaissance, historical document review of state and federal environmental agency databases, Sanborn Maps, and aerial photographs, and hazardous materials inventory. The tasks are required for preparation of a Master Plan and design/architectural plans for the Phase I and Phase II Design Section Engineering Services. The hazardous materials include asbestos containing materials (ACM), lead-based paint (LBP) and a general chemical inventory. *Greg Osborne, PE LEED AP, Director of Civil Engineering, Epstein, 600 West Fulton Street, Chicago, IL 60661-1259. (312) 429-8272.*



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20150123-1/01712



**MICHAEL FISCHER, CHMM**  
ASSISTANT PROJECT MANAGER & ENVIRONMENTAL SCIENTIST



Mr. Fischer has over 11 years of professional experience in environmental consulting including: Phase I and Phase II Environmental Site Assessments; subsurface soil investigations and monitoring well installation; soil, air, and groundwater sampling; underground storage tank removal; air monitoring; construction and demolition inspection oversight; and remediation/abatement oversight. Mr. Fischer is experienced with regulations set forth by the United States Environmental Protection Agency (USEPA), Illinois Environmental Protection Agency (IEPA), and Occupational Safety and Health Administration (OSHA).

**Key Projects**

**Public Building Commission, Dunning Branch Library Construction Oversight (February 2010 – April 2010), Chicago, Illinois, Environmental Scientist.** EDI was contracted by the Public Building Commission of Chicago to perform oversight for the construction of the Dunning Branch Library. Mr. Fischer assisted in the documentation of remedial activities by taking daily field logs and maintaining photo documentation. Mr. Fischer also obtained copies of all soil and backfill manifests, and kept a site log of all trucks removing soil from the site. *PBC, Mr. Joseph Fair, Richard J. Daley Center, Room 200, 50 W. Washington St., Chicago, IL 60602, (312) 391-8226, joseph.fair@cityofchicago.org*

**Chicago Public Schools / EMG, Biennial Assessments (June 2012 – May 2013), Chicago, Illinois, Assessor.** Mr. Fischer worked with EMG as a member of an assessment team for Chicago Public Schools' biennial assessment process to develop a comprehensive understanding of the conditions of their educational facilities and the associated capital improvement costs for repairs and renovations. *EMG, Mr. Bill Champion, Director, 222 Schilling Circle, Suite 275, Hunt Valley, Maryland 21031, (410) 785-6220, bchampion@emgcorp.com*

**Solomon Cordwell Buenz, William Jones Apartments, Phase I ESA / Limited Phase II ESA / Soil Management Plan / Health and Safety Plan, (December 2014 – Present), Chicago, Illinois, Assistant Project Manager.** Mr. Fischer conducted a Phase I ESA site visit and prepared the report for the vacant parcel of land to be developed. Mr. Fischer also prepared the Soil Management Plan and HASP which will govern soil work practices and management during the construction phase of the project. The HASP will supplement the contractors' OSHA required HASP and will relate only to soil management issues that may be encountered during construction. *Mr. John Shahlapour, Solomon Cordwell Buenz, 625 N. Michigan Ave., Chicago, IL 60611, (312) 896-1131, john.shahlapour@scb.com*

**US Equities Realty, Phase I Environmental Site Assessments (ESAs), Cook County Hospital Campus Redevelopment, Chicago, IL (February 2015 – March 2015), Assistant Project Manager.** Mr. Fischer conducted and prepared, or reviewed, four Phase I ESA reports for the planned redevelopment of the Cook County Hospital Campus. The Phase I ESAs were conducted in accordance with ASTM Standard E1527-05. Activities included a detailed visual inspection of the subject property and adjacent properties; a review of available data on site history and conditions; and a review of available local, state, and federal records. *Mr. Roark Frankel, US Equities Realty, 20 N. Michigan Ave., 2<sup>nd</sup> Floor, Chicago, IL 60602, (312) 456-0054, rfrankel@usequities.com*

**OWNER Subsurface Environmental Investigation / Phase II ESA (October 2009 – April 2010), Hammond, Indiana, Environmental Scientist.** Mr. Fischer assisted in the installation of groundwater monitoring wells and soil borings, and the collection of soil and groundwater samples for a Phase II ESA for a large commercial development. Mr. Fischer also conducted report writing for the site investigation, analytical comparisons with the State of Indiana's Risk Integrated System of Closure (RISC) standards and the development of site figures and drawings. *Manhard Consulting, Ms. Bernessa Krone, 900 Woodlands Parkway, Vernon Hills, IL 60061, (847) 634-5550*

**Sunpower Corporation / Exelon Solar Power Plant, Environmental Consulting Services (June 2009 – January 2010), Chicago, Illinois, Environmental Scientist.** Mr. Fischer performed air monitoring and soil and surface water sampling as needed for environmental services at the West Pullman Industrial Redevelopment Area on Chicago's South Side. *Sunpower Corporation Systems, Mr. Michael Page, 700 South Clinton Avenue, Trenton, NJ 08611, (609) 964-8915*

**Greeley and Hansen LLC, Central Park Pumping Station, Hazardous Materials Survey and Subsurface Soil Investigation, Chicago, IL (January 2015 – March 2015), Assistant Project Manager.** Mr. Fischer provided client contact, document review, project management, and field support for the hazardous materials survey and subsurface soil investigation for the renovation of the City of Chicago Department of Water Management (CDWM) Central Park Pumping Station (CPPS) at 1015 South Central Park Avenue in Chicago. EDI was retained by Greeley and Hansen to conduct a hazardous materials survey of asbestos-containing materials (ACM), lead-based paint (LBP), mercury-containing devices, and PCB-containing

**Education**  
B.A., Environmental Studies  
(Environment and Natural Resources),  
Minor in Geology,  
University of Colorado,  
Boulder, Colorado, 2001

**Certifications**  
Certified Hazardous  
Materials Manager (CHMM)  
No. 16531

OSHA 40-hour Hazardous  
Waste Operations and  
Emergency Response  
(HAZWOPER) Health &  
Safety Training (2008)

OSHA 8-hour HAZWOPER  
Annual Refresher Training  
(current)

**Associations**  
Illinois Association of  
Environmental Professionals  
(IAEP)





devices as part of planned renovations to CPPS, as well as a limited subsurface investigation in conjunction with geotechnical drilling already planned for the site. *Mr. Arun Mande, Greeley and Hansen LLC, 100 South Wacker Dr., Suite 1400, Chicago, IL 60606, (312) 558-9000, amande@greeley-hansen.com*

**M. Fischer**  
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**Commonwealth Edison (ComEd), Various Substation and Transmission Lines, Environmental Investigations, Chicago Area (August 2014 – Present), Environmental Scientist.** Mr. Fischer conducted environmental soil sampling along several transmission lines (that are slated to be upgraded/replaced), and on several substations. The soil sampling was conducted to determine the proper waste characterization for landfill disposal (clean construction demolition debris/special waste/ hazardous waste) of the soils upon excavation. Mr. Fischer has also conducted hand augering/soil sampling on various substations prior to fencing upgrades. Safe work practices are a major concern and Mr. Fischer has written Safe Work Plans and given safety talks and presentations to other ComEd subcontractors, as well as completed Job Briefing Sheets and talks using the Stop-Think-Act-Review (STAR) system. Underground utilities were identified through JULIE and Intren prior to subsurface activities, and all drilling on a substation was cleared to five feet using hydro excavation. Mr. Fischer has also conducted soil removal oversight from various substations. *Kevin Hall - Contract Manager, ComEd, 2 Lincoln Centre, 630-437-2117, kevin.hall@ComEd.com.*

**Ameren Services (Ameren), Former Decatur Manufactured Gas Plant (MGP) Remediation, Decatur, IL (May 2013 – October 2014), Environmental Scientist.** Mr. Fischer assists in air sampling and related work to protect the public's health and safety during planned remediation efforts to remove MGP related contamination at an active electric substation located within, and servicing, downtown Decatur, Illinois. The Ambient Air Monitoring Program includes continuous monitoring of the local air quality, twenty-four hours a day, seven days a week, utilizing high volume air samplers and real-time instrumentation for various chemicals of concern. *Mr. Brian Martin, Ameren Services, 1901 Chouteau Avenue, MC 602, St. Louis, MO 63103, (314) 554-2233, bmartin@ameren.com*

**DuSable Museum of African American History, Lead-Based Paint and Lead Dust Assessment and Abatement Oversight, (October 2011 – April 2012), Chicago, Illinois, Environmental Scientist/ Industrial Hygienist.** Mr. Fischer has provided oversight during the abatement of lead-based paint (LBP) and lead dust and the rehabilitation/restoration of architectural components coated with LBP. During abatement activities, including dry media blasting and waste removal, Mr. Fischer conducts air monitoring to assure that LBP and lead dust contamination is contained within the work area. *DuSable Museum, Dr. Carol Adams, President & CEO, 740 East 56<sup>th</sup> Place, Chicago, IL 60637, cadams@dusablemuseum.org*

**USEPA Remedial Action Contract (RAC), South Minneapolis Residential Soil Contamination (SMRSC) Site (May 2011 - September 2011 and April 2010 – October 2010), Minneapolis, Minnesota, Inspector.** Mr. Fischer was an Inspector for the \$20 Million Superfund project at the SMRSC Site, which is approximately a 1,130 acre arsenic impacted site located southeast of downtown Minneapolis and primarily composed of residential properties. Mr. Fischer provided oversight and inspection of the remedial and restoration actions by CH2M HILL's contractors; assignments included supervising and inspecting contractors' and subcontractors' soil excavation, backfill work, progress, and health and safety. Other assignments included meeting with individual residential property owners prior to, during, and after the remedial action and restoration work activities, confirmation sampling, and reporting and documenting remedial and restoration actions at each property. *CH2M HILL, Mr. Jeff Keiser, 135 S 84<sup>th</sup> Street, Milwaukee, Wisconsin 53214, (414) 847-0382, jkeiser@ch2m.com*

**Great Lakes NAVFAC Midwest, Mercury Abatement, (March 2011 – April 2011), Naval Station Great Lakes, North Chicago, Illinois, Environmental Scientist.** Mr. Fischer provided oversight for mercury abatement in a former dental research building within the Naval Station Great Lakes facility. Oversight activities included conducting a pre-abatement survey utilizing a mercury vapor analyzer, collecting real time air monitoring data with the mercury vapor analyzer during the abatement, and conducting final clearance air sampling for mercury post-abatement. Mr. Fischer also assisted in preparing the project HASP and Work Plan and the final report. *Great Lakes NAVFAC Midwest, Mr. Carlo Luciano, P.E., (847) 688-2600 ext. 245, carlito.luciano@navy.mil*

**Ameren Services Company (Ameren), Former Shelbyville Manufactured Gas Plant (MGP) Remediation, Shelbyville, Illinois (November 2010 – March 2010), Environmental Scientist.** Mr. Fischer provided field team leadership for an ambient air monitoring program that includes 72-hour air sampling, collection of real time data, and implementation of a HASP with set action levels. The project was developed and designed to protect the public's health and safety during a comprehensive remediation effort to excavate and remove remaining MGP wastes and impacted soils at an active industrial facility that was partially built over the former MGP, and is adjacent to residential properties and a day care facility. *Ameren Services Company, Mr. Warren M. Mueller, 1901 Chouteau Ave., MC 602, St. Louis, MO 63103, (314) 554-3063, wmmueller@ameren.com*

**USEPA Remedial Action Contract (RAC), Continental Steel (September 2010 - October 2010 & September 2009 – October 2009), Kokomo, Indiana, Environmental Scientist.** Mr. Fischer provided sampling support as requested by CH2M Hill for a large-scale groundwater investigation. Mr. Fischer assisted in the development of groundwater monitoring wells and the sampling using low-flow methods, which utilized peristaltic pumps, bladder pumps, submersible pumps, and bailers. Mr. Fischer also provided oversight for the construction and installation of groundwater extraction wells, which included logging the soils encountered, and completing soil boring logs and well completion diagrams. *CH2M Hill, Mr. Dan Plomb, 135 S. 84<sup>th</sup> St. Suite 325, Milwaukee, Wisconsin 53214, (414) 847-0222, Dan.Plomb@CH2M.com*



# Institute of Hazardous Materials Management

*This certifies that*

**Michael Kenneth Fischer**

*has successfully met all the requirements of education,  
experience and examination, and is hereby designated a*

**Certified Hazardous Materials Manager<sup>®</sup>**



June 17, 2014  
Date of Certification

June 30, 2019  
Certification Expires

16531  
Credential Number

*Jeffrey H. [Signature]*  
Executive Director

**KARINA KUC**  
ENVIRONMENTAL SCIENTIST



Ms. Kuc has been with EDI since July 2014. Her areas of knowledge include the following: construction and demolition oversight, remediation oversight, regulatory compliance, and IEPA Site Remediation Program reporting.

**Key Projects**

**Chicago Housing Authority's Parkside/Cabrini Green Redevelopment, Chicago, Illinois, (July – September 2014) Field Geologist.** Ms. Kuc is currently serving as the Client Environmental Consultant Field Representative for a mixed income residential redevelopment project. This project consists of providing remediation oversight as part of the Illinois Protection Agency's (IEPA) Site Remediation Program (SRP). During remediation Ms. Kuc directly oversees all soil excavation, stockpiling and backfilling activities to ensure compliance with the Soil Management Plan (SMP) and Remedial Action Plan (RAP) and signs all waste manifests and industrial waste tracking sheets on behalf of Chicago Housing Authority. Ms. Kuc is also responsible for organizing all project information to complete the Remedial Action Completion Reports (RACRs) in order to obtain the no further remediation (NFR) letters from IEPA.

**Education**  
B.S., University of Illinois at Chicago, 2012

**Certificates**  
40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Training

**Illinois Tollway – M-14 Maintenance Facilities, Downers Grove, Illinois (September – October 2014) Field Geologist.** Ms. Kuc assisted in completing the Phase I ESA and Hazardous Material surveys which include site reconnaissance, historical document review of state and federal environmental agency databases, Sanborn Maps, and aerial photographs, and hazardous materials inventory. The tasks are required for preparation of a Master Plan and design/architectural plans for the Phase I and Phase II Design Section Engineering Services. The hazardous materials include asbestos containing materials (ACM), lead-based paint (LBP) and a general chemical inventory.

**ComEd, Substation Soil Removal, (August 2014 – present), Bedford Park, IL, Geologist.** Ms. Kuc's duties for the remedial soil removal oversight included conducting safety briefings for all workers who entered the site, recording PID readings of soil, tracking the removed soil and signing waste manifests for/coordinating with truck drivers, as well as writing daily field reports.

**C2HM Hill, Velsicol Chemical/Pine River Superfund Site, (July – September 2014), St. Louis, MI, Geologist.** Ms. Kuc's duties included supervising, organizing and reporting on sod application and watering of properties included in the Superfund Site.

**Chicago Housing Authority, Oakwood Shores Remediation Oversight (July 2014 – present), Geologist.** Ms. Kuc provided remediation oversight for this project which consists of monitoring the entire site and supervising soil removal activities. In addition to monitoring importing of stone, clean soil and sand onto the property. *Chicago Housing Authority, 626 West Jackson Boulevard, Chicago, Illinois. Ms. Diane Martin, CHA, 60 East Van Buren, 13th Floor, Chicago, IL 60605, (312) 913-7606*

**D-Construction – Fisk Substation, 1111 Cermak Road, Chicago, Illinois, (October 2014), Geologist.** Ms. Kuc conducted soil removal oversight of stockpiled soils, which included testing of soil with a PID. *Mr. Andy Moore, D-Construction, 1488 S. Broadway, Coal City, IL 60416, (815) 634-8748*

**City of Chicago Department of Aviation (CDA) O'Hare International Airport Modernization Program (OMP), Environmental Compliance and Operations Support Contract, Various Phase I Environmental Site Assessments (October – November 2014), Chicago, Illinois, Senior Geologist.** Ms. Kuc is currently providing support for various Phase I Environmental Site Assessments for the CDA/OMP. The objective of this work is to identify RECs associated with FAA and third party tenant facilities, including airlines, in preparation for future airport work and completion of lease agreements between the City of Chicago and the FAA. The Phase I ESAs are conducted in accordance with American Society for Testing and Materials (ASTM) standard E-1527-05 and the U.S. Department of Transportation FAA Order 1050.19B Chapter 2.

**Commonwealth Edison (ComEd), Various Substation and Transmission Lines, Environmental Investigations, Chicago Area (August 2014 – Present), Environmental Scientist.** Ms. Kuc conducted environmental soil sampling along several transmission lines (that are slated to be upgraded/replaced), and on several substations. The soil sampling was conducted to determine the proper waste characterization for landfill disposal (clean construction demolition debris/special waste/ hazardous waste) of the soils upon excavation. Ms. Kuc has also conducted hand augering/soil sampling on various substations prior to fencing upgrades. Safe work practices are a major concern and Ms. Kuc has written Safe Work Plans and given safety talks and presentations to other ComEd subcontractors, as well as completed Job Briefing Sheets and talks using the Stop-Think-Act-Review (STAR) system. Underground utilities were identified through JULIE and Intren prior to subsurface activities. Ms. Kuc has also conducted soil removal oversight from various substations. Kevin Hall - Contract Manager, ComEd, 2 Lincoln Centre, 630-437-2117, [kevin.hall@ComEd.com](mailto:kevin.hall@ComEd.com).



**FELIX R. MORAN, PE**  
SENIOR ENVIRONMENTAL ENGINEER



Mr. Moran is an Illinois-registered, Spanish bilingual engineer with over 22 years of experience in environmental, health and safety compliance, investigation, risk assessment, remediation, and construction management. His experience includes with the Clean Air Act (CAA), Clean Water Act (CWA), National Environmental Policy Act (NEPA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Toxic Substances Control Act (TSCA), Occupational Safety and Health Act (OSHA), Department of Transportation (DOT, National Fire Protection Association (NFPA), International Organization for Standardization (ISO) 14000 standard, and Occupation Health and Safety Assessment Series (OSHAS) 18001.

**Key Projects**

**Department of Fleet and Facility Management, City of Chicago, Chicago, Illinois (2014-Present), Union Station Transit Center, Senior Civil Engineer (2015).** EDI is providing Phase I ESA, Phase II ESA and IEPA SRP reporting services. Mr. Moran provided document review in support of the SRP reporting process. The site, near Chicago's Union Station, had a significant environmental history, and requires remediation in support of redevelopment into an off-street bus terminal. Performance of the project includes historical review, collection of approximately 12 soil samples, installation of 1 temporary monitoring well, and the potential to collect soil gas and waste characterization samples. EDI will also be responsible for completing all reporting and communications with the Illinois EPA. *Mr. Eamon Reilly, 2FM Bureau of Environmental Health and Safety Management, 30 N. LaSalle St., Suite 300, Chicago, Illinois 60602, 312-744-7205.*

**ComEd, Romeoville, Illinois, Project Manager (2014).** Mr. Moran is the Project Manager for the client, providing budget, schedule and technical review of documentation and continuation of services to provide Phase I and II ESA services in support of development planning of a distribution network substation. Mr. Moran is working with the design team to prepare bidding specifications and oversight of the remedial action necessary prior to construction of the new substation. Mr. Moran is managing the property through the Illinois Environmental Protection Agency's (IEPA) Site Remediation Program (SRP). The SRP documentation completed includes DRM-1 and 2 application forms, Comprehensive Site Investigation report, Remedial Action Plan, Remedial Objectives Report and Remedial Action Completion Report. New Moms has been issued the No Further Remediation letter with land use limitations. EDI also provided asbestos, lead based paint, and hazardous materials surveys and will provide abatement oversight prior to building demolition. *Mr. Larry Pianto, ComEd, 2 Lincoln Center, Oakbrook Terrace, IL 60181, (630) 437-4632.*

**The Community Builders, Inc., Chicago, Illinois. Phase II ESAs, Test Pit Investigations, UST Removals, Site Remediation Program Reporting and Remediation Oversight (2014).** Mr. Moran is currently serving as the Acting Project Manager for several residential and commercial redevelopment projects in the city. The projects consist of providing remediation oversight as part of the IEPA's SRP and investigations under All Appropriate Inquiries. The projects includes soil and groundwater investigations, renovation of existing townhomes and soil remediation oversight for new construction. *Mr. Jeff Heisler, The Community Builders, Inc., 519 E. Jefferson Street, Louisville, Kentucky 40202 (502) 561-8484*

**Hazardous Material Survey and Development of Design Documents – CTA Quincy Station Loop Upgrades. Project Manager/Asbestos Project Designer (current).** Environmental Design International inc. (EDI) was retained by exp US Services Inc. to evaluate the Quincy Station Loop buildings for the presence of hazardous materials prior to upgrades pursuant the American with Disabilities Act. Based on the findings, EDI will prepare design specifications and drawings for the planned upgrades of the station. Mr. Moran's role within the project is to coordinate the performance of field activities, to develop the subsequent survey reports and to develop the abatement design documents/project specifications that will be used for securing bids from abatement contractor.

**Hazardous Material Survey and Development of Design Documents – Jardine Water Purification Plant. Project Manager/Asbestos Project Designer (current).** Environmental Design International inc. (EDI) was retained by AECOM to evaluate the Jardine Water Purification Plant (JWPP) Medium Voltage Improvements Project and associated buildings for the presence of hazardous materials prior to equipment upgrades. In addition, EDI prepared design specifications and drawings for the planned restorations of the facility. Mr. Moran's role within the project is to coordinate the performance of field activities, to develop the subsequent survey reports and to develop the abatement design documents/project specifications that will be used for securing bids from abatement contractor.

**Hazardous Material Survey and Development of Design Documents – University of Illinois at Urbana Champaign. Project Manager/Asbestos Project Designer (current).** Environmental Design International inc. (EDI) was retained by

**Education**  
M.S., Civil Engineering,  
Southern Illinois  
University-Carbondale,  
1992

B.S., Engineering,  
Southern Illinois  
University-Carbondale,  
1988

**Licenses**  
Illinois Professional  
Engineer (062-051733),  
1997

**Certifications**  
40-hour OSHA  
Hazardous Waste  
Operations and  
Emergency Response  
(HAZWOPER) Training

Annual 8-hour OSHA  
HAZWOPER Refresher  
Training





**F. Moran, PE**  
(continued)

Affiliated Engineers Inc. to evaluate the Loomis Laboratory of Physics and Engineering Sciences Buildings for the presence of hazardous materials prior to equipment upgrades. In addition, EDI prepared design specifications and drawings for the planned restorations of the facility. Mr. Moran's role within the project is to coordinate the performance of field activities, to develop the subsequent survey reports and to develop the abatement design documents/project specifications that will be used for securing bids from abatement contractor.

**Confidential Client; Remediation of Former Chemical Facility, Woodbridge, New Jersey, (2012-2014), Construction Quality Assurance Manager.** Managed a team of engineers and technicians over the Quality Assurance/Quality Control and Environmental, Health and Safety compliance of the Design/Build approach of a multi-phase, multi-million dollar brownfield remediation project requiring source consolidation, *in-situ* soil stabilization/solidification, and hydraulic containment, extraction and treatment. Mr. Moran oversaw the team implementing and documenting of all prescribed procedures to ensure that remedial design, construction and cleanup activities ultimately resulting in the filing of a Response Action Outcome document.

**Confidential Client; Remediation of Former Manufactured Gas Plant, Camden, New Jersey, (2011-2012).** As a Senior Project Engineer, performed demolition and remediation Quality Control/Quality Assurance and documentation for the demolition of a gas holder structure and remediation of contaminated soils at a former MGP site in Camden, NJ. Remedial activities included the removal and off-site thermal treatment of shallow contaminated soils, *in-situ* stabilization (ISS) of deeper soils and site restoration. Specifically, work included enclosure of the site by sheet piling, excavation and ISS using a mixture of activated carbon, cement and fly ash, while maintaining odors, vapors and vibrations within acceptable thresholds on and off site. Responsibilities included implementation and documentation of regulatory and QC procedures to ensure that remedial activities and deliverables met and exceed the design specifications and acceptance criteria. The ISS of deeper contaminated soils was the first time NJ regulators allowed the technology in the state for MGP-waste impacted soils. The gas holder area was replaced by a new electrical substation that required controlled backfill that met the stringent soil conductivity and corrosivity specifications.

**Confidential Client; Remediation of a Former Chemical Facility, Kearny, New Jersey, (2010-2011), Senior Project Engineer.** Managed a team of technicians providing the Construction Quality Assurance/Quality Control and Environmental, Health and Safety compliance of a multi-phase, multi-million dollar remediation project requiring source consolidation, *in-situ* soil stabilization/solidification, and hydraulic containment, extraction and treatment. Responsibilities included oversight of the crew implementing and documenting of the means, methods and procedures to ensure that remedial design, construction and cleanup activities ultimately resulting in the filing of a Response Action Outcome document by the state Agency.

**Confidential Client; Remediation of a Former Drainage Area at a Former Pesticide Manufacturing Facility, Portland, Oregon, (2010), Senior Project Engineer.** Documented the Construction Quality Assurance/Quality Control and Environmental, Health and Safety compliance of a remediation project requiring *in-situ* soil and sediment stabilization/solidification and capping of a drainage channel, tributary to the Willamette River, impacted by historical manufacturing of pesticides. Responsibilities included oversight of the crew implementing and documenting of the design to ensure that cleanup activities ultimately resulting in acceptance by the designer and regulatory agency.

**Confidential Client; Remediation of Former Oil and Solvent Recycling Facility, Lemont, Illinois, (2009-2010), Senior Project Engineer.** Documented the Construction Quality Assurance/Quality Control and Environmental, Health and Safety compliance of a remediation project requiring hydraulic containment, ground water and soil vapor extraction and treatment. Mr. Moran oversaw the team purchasing, construction, shake down, commissioning and their documentation to ensure that remedial design, contract specifications and deliverable were met and accepted, and the site would receive a No Further Remediation determination.

**Confidential Client; Former Railroad Bankruptcy, Environmental Due Diligence and Document Review (2008-2009) various locations, Document Reviewer.** Mr. Moran was one of the technical reviewers for this project. The bankruptcy court appointed Mr. Moran's former employer to review multiple abandoned yards and depots and conduct geophysical surveys to allocate funding necessary for their remediation. Mr. Moran worked as part of a team of reviewers to visit the sites and report which properties required further investigation and remediation.

**Confidential Client; Remediation of Chemical Manufacturing Plant, Harrison, Ohio, (2008-2009), Senior Project Engineer.** Mr. Moran was part of the team that designed, constructed, started up and commissioned a soil vapor extraction system, which included thermal oxidation of the vapor stream, at a State-lead voluntary cleanup site.

**Confidential Client; Remediation of a Superfund Remediation Site, Gary, Indiana, (1996-2009), Project Engineer.** Mr. Moran was part of the team that designed, constructed, started up, commissioned and performed routine operations and maintenance of a multi-phase, multi-million dollar ground water treatment and deep well injection, and soil vapor extraction systems at USEPA Region 5-lead CERCLA site.



# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
**062.051733**

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

EXPIRES:  
**11/30/2015**

### LICENSED PROFESSIONAL ENGINEER

**FELIX R MORAN  
2730 DELAWARE LANE  
LINDENHURST, IL 60046**



*Manuel Flores*

MANUEL FLORES  
ACTING SECRETARY

*Jay Stewart*

JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

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**COLIN PANNIER**  
GEOLOGIST



Mr. Pannier has been with EDI since March 2013. His areas of knowledge include the following: Phase I and Phase II Environmental Site Assessments, construction and demolition oversight, remediation oversight; soil sampling; sediment sampling; sediment core description and logging; lead and asbestos sampling assistance.

**Key Projects**

**Public Building Commission of Chicago (PBC), Bell Elementary School Construction Oversight, (May-October 2013), Chicago, Illinois, Geologist.** Mr. Pannier's responsibilities for the Phase I Environmental Site Assessment for a new school building included oversight of the removal and importation of all soil and stone, screened the soil using a PID, tracked all related data and was responsible for writing weekly reports to PBC. He also wrote and compiled the final closeout report. *Manny Lopez, Public Building Commission of Chicago, 50 W. Washington St, Chicago, IL 60603, (312) 744-3090*

**Jones Lang LaSalle, Desktop Environmental Reviews (DERs), (March-June 2013), Chicago, Illinois, Geologist.** Mr. Pannier writes DERs, reviews of historical documents, maps, and reports from Environmental Data Resources, to determine an environmental contamination "risk rating" for a given property. *Ms. Cassey Arriaga, Jones Lang LaSalle, 1284 Rickert Drive, Naperville, IL 60540, (630) 248-3500, [cassey.arriaga@harrisbank.com](mailto:cassey.arriaga@harrisbank.com)*

**Illinois Department of Transportation, High Speed Rail Preliminary Environmental Site Assessment (PESA) Chicago to Joliet (2013-2014) Geologist.** Mr. Pannier has been responsible for researching environmental information, reviewing historical documentation, site investigation and reporting for PESA investigations along existing railroad tracks, for planned high speed rail service from Chicago to Joliet, IL. EDI is in the process of document review to include historical data, agency data, and railroad information for the project to progress towards construction. *Mr. Tony Pakeltis, Project Manager, Parsons Transportation Group, 10 S. Riverside Plaza, Suite 400, Chicago IL 60606 (312)930-5268, [Anthony.pakletis@parsons.com](mailto:Anthony.pakletis@parsons.com).*

**CREATE Railroad P4 Special Waste Assessment (July 2013-present), Chicago, Illinois, Geologist.** Mr. Pannier has been responsible for researching environmental information, reviewing historical documentation, site investigation and contributing to compilation of the PESA reports for the ECAD. *Mr. Tony Pakeltis, Project Manager, Parsons Transportation Group, 10 S. Riverside Plaza, Suite 400, Chicago IL 60606 (312)930-5268, [Anthony.pakletis@parsons.com](mailto:Anthony.pakletis@parsons.com).*

**City of Chicago Department of Fleet and Facility Management (2FM), National Environmental Policy Act (NEPA) Reviews, (2013-present), Geologist.** Mr. Pannier completes all property screens required to successfully comply with NEPA guidelines for properties for which the Department of Buildings has sent demolition requests. EDI's responsibilities include creating environmental review records, identifying environmental hazards, and corresponding with the state and city preservation agency.

**ComEd, Substation Soil Removal, (December 2013), Crystal Lake, IL, Geologist.** Mr. Pannier's duties for the remedial soil removal oversight included conducting safety briefings for all workers who entered the site, recording PID readings of soil, tracking the removed soil and signing waste manifests for/coordinating with truck drivers.

**C2HM Hill, Velsicol Chemical/Pine River Superfund Site, (November 2013), St. Louis, MI, Geologist.** Mr. Pannier was part of the team sampling sediment in the Pine River for multiple contaminants. Duties included taking sediment samples using core tubes, labeling the cores and logging and describing the sediment cores. *Mr. Scott Pratt, CH2M Hill*

**Chicago Housing Authority, Park View Apartments Hazardous Materials Survey, (September 2013), Chicago, Illinois, Geologist.** Mr. Pannier assisted with the asbestos testing and data collection for a Limited Hazardous Materials Survey, including sampling for Asbestos Containing Material (ACM) and Lead Based Paint (LBP) throughout the apartment building.

**C2HM Hill, Jacobsville Remedial Design Sampling, (March, August 2013), Evansville, Indiana, Geologist.** EDI was subcontracted by C2HM Hill for this USEPA project, sampling residential and commercial properties in the Jacobsville neighborhood of Evansville, Indiana. The area is contaminated with lead from years of industrial use. Mr. Pannier was part of the sampling team on three 10-day shifts, using hand augers to collect soil samples. *Ms. Shannon Soucie, C2HM Hill, 1034 S. Brentwood Blvd, Suite 2300, Richmond Heights, MO 6311, 314-355-3014.*

**Forest Preserve District of Cook County (June 2013), Phase II ESA and LBP and ACM Survey, Horizon Farm, Barrington Hills, IL, Geologist.** Mr. Pannier assisted in soil boring analysis in this Phase II ESA of Horizon Farm in Chicago's northwest suburbs. In addition, he participated in the Lead Based Paint and Asbestos Containing Materials survey of over twenty buildings on the property, created and sorted data tables and created a photolog for the survey.

**Education**  
B.S., Earth and Environmental Science, University of Illinois at Chicago, 2012

**Certificates**  
40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Training

**Training**  
ComEd COC 2013  
Environmental Management System Awareness Training





**Forest Preserve District of Cook County (April 2013), Phase I ESAs for various locations throughout Cook County, IL, Geologist.** Mr. Pannier conducted Phase I ESAs on two properties about two acres in size. His responsibilities in these Phase I ESAs included a site reconnaissance, title search, and historical document review of state and federal environmental agency databases, Sanborn Maps, and aerial photographs.

**C. Pannier**  
(continued)

**Chicago Housing Authority, Lake Park Crescent Remedial Action Oversight, Chicago, IL, (April 2013), Geologist.** Mr. Pannier supervised the removal of contaminated soil from the site which included monitoring the entire site. He also monitored importing of stone, clean soil and sand onto the property. *Chicago Housing Authority, 626 West Jackson Boulevard, Chicago, Illinois. Ms. Diane Martin, CHA, 60 East Van Buren, 13th Floor, Chicago, IL 60605, (312) 913-7606*

**Chicago Housing Authority, Oakwood Shores Remediation Oversight (March-May 2013) Geologist.** Mr. Pannier provided remediation oversight for this project which consists of monitoring the entire site and supervising soil removal activities. He also monitored importing of stone, clean soil and sand onto the property. *Chicago Housing Authority, 626 West Jackson Boulevard, Chicago, Illinois. Ms. Diane Martin, CHA, 60 East Van Buren, 13th Floor, Chicago, IL 60605, (312) 913-7606*

**JENNIFER M STEPINA**  
GEOLOGIST



Ms. Stepina has been with EDI since July 2014. Her areas of knowledge include the following: construction and demolition oversight, remediation oversight, regulatory compliance, and IEPA Site Remediation Program reporting.

**Key Projects**

**Chicago Housing Authority's Parkside/Cabrini Green Redevelopment, Chicago Illinois, (2013 – Present) Field Geologist.** Ms. Stepina is currently serving as the Client Environmental Consultant Field Representative for a mixed income residential redevelopment project. This project consists of providing remediation oversight as part of the Illinois Protection Agency's (IEPA) Site Remediation Program (SRP). During remediation Mrs. Stepina directly oversees all soil excavation, stockpiling and backfilling activities to ensure compliance with the Soil Management Plan (SMP) and Remedial Action Plan (RAP) and signs all waste manifests and industrial waste tracking sheets on behalf of Chicago Housing Authority. Mrs. Stepina is also responsible for organizing all project information to complete the Remedial Action Completion Reports (RACRs) in order to obtain the no further remediation (NFR) letters from IEPA.

**Education**

B.S., Geology, Illinois State University, 2013

**Certificates**

40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Training



**JOHN M. WELLMAN**  
GEOLOGIST



Mr. Wellman has 17 years of experience in environmental consulting, including field work and reporting services for construction and demolition oversight, river dredging water column and sediment sampling, environmental property assessments, air monitoring and air sampling, subsurface soil investigation and well installation, groundwater monitoring, underground storage tank removal, and waste stream evaluation. Mr. Wellman has completed all agency reporting associated with leaking underground storage tank (LUST) and Site Remediation Program (SRP) sites in Illinois. Mr. Wellman is experienced with USEPA, IEPA, and OSHA regulations.

**Key Projects**

**City of Chicago, Department of Fleet and Facility Management, Eden Place Nature Center, Phase I Environmental Site Assessments, Phase II Investigations, Remediation Oversight, (2012-Present).** Mr. Wellman conducted the soil and groundwater sampling as part of the Phase II Environmental Site Assessments (ESAs) and Illinois Environmental Protection Agency (IEPA) Site Remediation Program Reporting (SRP) on City-owned portions of Eden Place in accordance with ASTM Standard E1903-11, and SRP requirements. Findings from the Phase I and II investigations identified select Polynuclear Aromatics (PNAs) and metals in site soils at concentrations above regulatory limits established by the IEPA enrolled the site in the SRP and prepared and submitted the required Comprehensive Site Investigation Report Remedial Objectives Report, and Remedial Action Plan to the IEPA for review and approval, including soil and groundwater modeling and plans to address the identified impacts. The submittal was reviewed and approved by the IEPA with no comments, and a No Further Review letter was issued.

**City of Chicago Department of Fleet and Facility Management, USEPA Brownfield Assessment Grant Phase and Phase II Environmental Site Assessments (ESAs), Chicago, Illinois (2008 – 2010).** Mr. Wellman is currently performing field and reporting services for this USEPA grant program administered by DOE. The project consists of conducting Phase I and Phase II ESAs for multiple City-owned locations. These efforts include creating health and safety plans along with work plans for conducting soil and groundwater investigation activities for potential inclusion of properties into the Illinois Environmental Protection Agency's (IEPA) Site Remediation Program (SRP).

**City of Chicago Department of Fleet and Facility Management, Petroleum Impacted Sites, Investigation Services and Remediation Oversight, Chicago, IL, (Date), Geologist.** Mr. Wellman completed Phase I Environmental Site Assessments (ESAs), and Phase II ESAs for DOE through a grant from the United States Environmental Protection Agency (USEPA). The project included investigation services, Site Remediation Program (SRP) reporting and remediation oversight for numerous locations throughout Chicago. The Phase II ESAs consisted of soil borings, installation of monitoring wells and both soil and groundwater sampling. All investigations were conducted to meet the requirements of the Illinois Environmental Protection Agency's SRP.

**The Community Builders, Inc., Chicago, Illinois. Phase II ESAs, Test Pit Investigations, UST Removals, Site Remediation Program Reporting and Remediation Oversight (2009 – Present), Geologist.** Mr. Wellman is currently working on three residential and commercial redevelopment projects in the city. These projects consist of providing remediation oversight as part of the Illinois Environmental Protection Agency's (IEPA) Site Remediation Program (SRP). The projects include the renovation of existing midrise/town homes and soil remediation oversight on one property and soil remediation oversight for new construction on two properties. Tasks include soil screening, soil sampling, well installation, UST removal, and lead soil stabilization using Free Flow technology. *Mr. Jeff Heisler, The Community Builders, Inc., 519 E. Jefferson Street, Louisville, Kentucky 40202 (502) 561-8484*

**City of Chicago Department of Aviation (CDA) O'Hare International Airport Modernization Program (OMP), Environmental Compliance and Operations Support Contract, Various Phase I and Phase II Environmental Site Assessments (November 2011 – present), Chicago, Illinois, Senior Geologist.** Mr. Wellman is currently providing support for various Phase I and Phase II Environmental Site Assessments for the CDA/OMP. The objective of this work is to identify RECs associated with FAA and third party tenant facilities, including airlines, in preparation for future airport work and completion of lease agreements between the City of Chicago and the FAA. Mr. Wellman assists in developing Phase I and Phase II ESA scopes of work and budgets for each project within this Contract and performing the associated field work. Work under this Contract also includes universal waste and hazardous materials management during building demolition projects including lead-based paint surveys, asbestos survey and abatement and soil remediation. *Megha Patel, Environmental Planner, CivCon, 230 West Monroe Street, Suite 2030, Chicago, IL, 60606 (312) 469-1077*

**Education**

B.S., Environmental Geology, Ohio University, Athens, Ohio, 1993

M.S., Geology, Wright State University, Dayton Ohio, 1998

40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Health and Safety Training (1995)

8-hour OSHA Health and Safety Training Refresher (2014)

ICS Training: 100, 200, 300, 400, 700, 800

USEPA Region 5 START Training 2009, 2010, 2012, 2013, 2014





**J. Wellman**  
(continued)

**Jones Lang LaSalle, Desktop Environmental Reviews (DERs), (March-June 2013), Chicago, Illinois, Geologist.** Mr. Wellman writes DERs, reviews of historical documents, maps, and reports from Environmental Data Resources, to determine an environmental contamination "risk rating" for a given property.

**City of Chicago Department of Aviation (CDA), O'Hare International Airport Modernization Program (OMP), Phase II Environmental Site Assessments (ESAs), (December 2007 – Present), Chicago, IL, Geologist.** Mr. Wellman is currently providing field services and report writing for the completion of Phase II ESAs for the OMP. The task is to investigate subsurface soils near identified recognized environmental conditions associated with Federal Aviation Agency (FAA) facilities in preparation for future work and completion of lease agreements between the City of Chicago and the FAA. The Phase II ESAs are being conducted in accordance with Illinois Environmental Protection Agency (IEPA), 35 IAC Environmental Protection, Subtitle G: Waste Disposal, Chapter I: Pollution Control Board, Part 740, Site Remediation Program. Mr. Wellman has been conducting the field soil sampling activities and collecting the soil samples for laboratory analysis. Upon receipt of the laboratory analytical data, Mr. Wellman will prepare a report that includes an introduction, investigative procedures, investigation results, and a summary table of soil analytical data. The report will also contain conclusions based on planned use and backup documentation. Numerous additional task orders have been awarded under this contract based on the successful performance of this project. *Mr. Gene Peters, Director, Ricondo & Associates, 10510 West Zemke Road, Chicago, IL 60666, (773) 462-7333*

**Manhard Consulting, Subsurface Environmental Investigation/Phase II ESA, Hammond, IN (2008 - Present), Environmental Scientist.** EDI performed a Phase II ESA for a multiple acre proposed large commercial retail development. Mr. Wellman collected soil and groundwater samples from numerous borings and compiled analytical results highlighting significant environmental impacts against the State of Indiana's Risk Integrated System of Closure standards. *Ms. Bernessa Krone, Manhard Consulting, 900 Woodlands Parkway, Vernon Hills, IL 60061, (847) 634-5550*

**Chicago Housing Authority, Asbestos (ACM), Lead-Based Paint (LBP) and Hazardous Materials (HazMat) Survey, Chicago, Illinois (2010 – Present) Field Operations.** Mr. Wellman provided field operations assistance for ACM, LBP, and Hazmat surveys for hundreds of low income residential apartments and homes being updated to meet the American with Disability Act (ADA) requirements. Deliverables include a report of findings, abatement specifications, and cost estimates for abatement and oversight. *Mr. Alan Treuthard, Harley Ellis Devereaux, 401 West Superior Street, Chicago, IL 60610, (312) 324-7433*

**Commonwealth Edison (ComEd), Various Substation and transmission lines, Geotechnical/Environmental Investigations, (2013-Present), Chicago Area and Bloomington, IL, Senior Geologist.** Mr. Wellman conducted Geotechnical Drilling/Pressure Meter Tests oversight and environmental soil sampling along several transmission lines (that are slated to be upgraded/replaced), and on several substations. The soil sampling was conducted to determine the proper waste characterization for landfill disposal (clean construction demolition debris/special waste/ hazardous waste) of the soils upon excavation. Mr. Wellman has also conducted hand augering/soil sampling on various substations prior to trenching activities. Safe work practices are a major concern and Mr. Wellman has written Safe Work Plans and given safety talks and presentations to other ComEd subcontractors, as well as completed Job Briefing Sheets and talks using the Stop-Think-Act-Review (STAR) system. Underground utilities were identified through JULIE and Intren prior to subsurface activities, and all drilling on a substation was cleared to five feet using hydro excavation. Mr. Wellman has also conducted soil removal oversight from various substations. Kevin Hall - Contract Manager, ComEd, 2 Lincoln Centre, 630-437-2117, [kevin.hall@ComEd.com](mailto:kevin.hall@ComEd.com).

**ComEd – Transmission Line 2107, McLean County, Illinois, (2014), Senior Geologist.** Mr. Wellman conducted Geotechnical Drilling/Pressure Meter Tests oversight and environmental soil sampling for waste characterization along transmission line 2107 at 39 proposed new tower locations as part of a transmission line upgrade. *Mr. Roussos Avgoustakis, ComEd, 2 Lincoln Center, Oakbrook Terrace, IL 60181, (630) 437-2262.*

**ComEd – Transmission Line 11323, DeKalb County, Illinois, (2014), Senior Geologist.** Mr. Wellman conducted Geotechnical Drilling/Pressure Meter Tests oversight and environmental soil sampling for waste characterization along transmission line 11232 at 97 proposed new tower locations as part of a transmission line upgrade. This included soil boring on Substations: Waterman, TSS-111 and Glidden, TSS-83. *Mr. Larry Pianto, ComEd, 2 Lincoln Center, Oakbrook Terrace, IL 60181, (630) 437-4632.*

**ComEd – Transmission Line 1607, Lake County (Gurnee), Illinois, (2014), Senior Geologist.** Mr. Wellman conducted Geotechnical Drilling/Pressure Meter Tests oversight and environmental soil sampling for waste characterization along transmission line 11232 at 4 proposed new tower locations as part of a transmission line upgrade. *Mr. Brian Devries, ComEd, 2 Lincoln Center, Oakbrook Terrace, IL 60181, (630) 437-2262.*





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### 3. Technical Competence

Completed Exhibit 1 Forms for proposed project managers follow this page.

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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**



**EXHIBIT A  
LEGAL ACTION**

**Firm Name:** Environmental Design International 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 checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed <u>see attached</u> .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EDI is currently named as a defendant in 2 cases. Management feels these are both "nuisance" cases in which we're named as one of several parties in order for the Plaintiff to pursue alleged damages against as many parties as possible in the hopes of maximizing their chances of recovery.

***DT Boring, Inc. v. The Chicago Public Building Commission, Harbour Contractors, Inc, Environmental Design International, Inc and John Dimos, Case No. 15-cv-11222***

In 2013, the action *DT Boring, Inc. v. EDI, et al.*, Case Number 13-cv-00450 was filed against EDI in the United States District Court for the Northern District of Illinois for alleged violations of RICO. The Public Building Commission ("PBC") was also named as a party to the case. On April 6, 2013 the Plaintiff filed an Amended Complaint. EDI and other defendants filed two motions to dismiss the action. On October 28, 2013, the Court granted EDI and the other defendants' motion to dismiss the Amended Complaint for lack of standing because DT Boring had failed to exhaust its other sources of recovery, namely it had to finish its action for recovery under the performance bond before a RICO case could be filed. No timely appeal was taken by the Plaintiff from the order of dismissal.

Subsequently, on December 14, 2015, DT Boring refiled the action entitled *DT Boring, Inc. v. The Chicago Public Building Commission, Harbour Contractors, Inc, Environmental Design International, Inc and John Dimos, Case No. 15-cv-11222* in the United States District Court for the Northern District of Illinois. The allegations of this complaint are the same factual allegations that DT Boring previously asserted. Plaintiff is seeking damages for lost profits for work that it had to forego because it was not released from a construction project at the 12<sup>th</sup> District Police Station and asbestos-related down time. DT Boring claims damages of \$400,000 and under RICO seeks punitive damages of \$2 million and attorneys fees. (Complaint, Prayers for Relief, Count I, page 58, and Count III, page 59). EDI is represented by counsel in the case. The case was recently reassigned to Judge Gettleman as a refiled case. EDI's response to the Complaint is due to be filed on February 15, 2016. EDI intends to vigorously defend itself in this matter and believes the allegations to be without merit.

***Reliable Contracting and Equipment Co. v. Environmental Design International, et al.***

Plaintiff Wayne Young sustained an injury while driving his motor scooter along the 1500 block of West George Street in Chicago in 2012. Plaintiff filed a lawsuit against the City of Chicago, who in turn filed a complaint against Reliable Contracting and Equipment Company. Reliable has now filed a complaint for third party contribution in the Circuit Court of Cook County, IL, County Department, Law Division, Case #2013-L-010783 called *Reliable Contracting and Equipment Co. v. Environmental Design International, et al.* The complaint is for a contribution for Environmental Design's alleged negligence in failing to make reasonable inspection of the work being done so as to prevent injury to the Plaintiff. Environmental Design was providing construction inspection/surveying work to CTR, which is a joint venture of 3 contractors doing work on the project for the City of Chicago. EDI does not have record of any of its employees



being at the location in question in September 2012. This case has been turned over to Environmental Design's professional liability carrier to handle the defense.

**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 Claire M. Williams, as President  
Name Title

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

1. Name of Firm: Environmental Design International inc.
2. Address: 33 West Monroe Street, Suite 1825, Chicago, IL 60603
3. Telephone: 312-345-1400 Fax: 312-345-0529
4. FEIN: 36-3759119 SSN: \_\_\_\_\_
5. Nature of transaction (check the appropriate box):

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

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

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture
- Limited Liability Company
- Limited Liability Partnership
- Not-for-profit Corporation
- Other: \_\_\_\_\_

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: 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
See Attached List	

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

Name	Address	Ownership Interest Percentage
Deborah M. Sawyer	33 West Monroe Street, Suite 1825	95.5
	Chicago, IL 60603	

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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Updated: January 2016

**CURRENT BOARD OF DIRECTORS**  
**Environmental Design International inc.**

NAME	TITLE	RACE-M/F	Date App't	Expertise	Occupation
Deborah M. Sawyer 5009 S. Ellis Avenue Chicago, IL 60615 (773) 548-8688	Director	Black- F	4/91	Environmental Science	Owner
Betty P. Sawyer 317 N. Nelson Road Columbus, OH 43219	Director	Black-F	4/91	Marketing	Retired Marketer
Leslie Sawyer 47 N. 20 <sup>th</sup> Street Columbus, OH 43203 (614) 258-5363	Director	Black-F	6/98	General Business	Administrator
Mike Ring, PLS 804 Hayes Avenue Oak Park, IL 60302 (708) 524-1627	Director	White-M	11/10	Survey	Surveyor
Sindy Mondesir 3807 Landsdown Avenue Naperville, IL 60564 (630)536-4871	Director	Black-F	9/12	Human Resources	Human Resources

**CURRENT CORPORATE OFFICERS**

Deborah M. Sawyer 5009 S. Ellis Avenue Chicago, IL 60615 (773) 548-8688	Founder & CEO/ 30 years of Experience	Black- F	4/91	Environmental Science	Owner
Claire M. Williams 10716 S. Parnell Chicago, IL 60628 (773) 995-6511	President/ 18 years of Experience	Black-F	10/05	Business Development	Marketing/Business Development
Joan Mazurek 1325 N. State Pky. Chicago, IL 60610 (312) 266-0767	Vice President/30 years of experience	White F	5/11	Finance	Chief Financial Officer



Updated: January 2016

**CURRENT CORPORATE OFFICERS (continued)**

<p>Mike Ring, PLS 804 Hayes Avenue Oak Park, IL 60302 708-524-1627</p>	<p>Vice President/23 years of Experience</p>	<p>White-M</p>	<p>11/10</p>	<p>Survey</p>	<p>VP, and Dept. Mgr. Survey</p>
<p>Gary Flentge, MPH, LEHP 329 Prairieview Drive Oswego, IL 60543 (630) 554-7584</p>	<p>Vice President/24 years of experience</p>	<p>White M</p>	<p>5/11</p>	<p>Industrial Hygiene/Environmental</p>	<p>VP and Mgr Industrial Hygiene</p>
<p>Scott Dileto, CHMM 14633 Aston Way Lockport, Illinois 60441 (312) 446-4388</p>	<p>Vice President/15 years of experience</p>	<p>White M</p>	<p>5/11</p>	<p>Environmental Science</p>	<p>VP, and Mgr. Environmental</p>
<p>G. Nicholas Textor, PE 177 Riverwalk Ln Bastrop, TX 78602 (773) 680-0990</p>	<p>Vice President/35 years of experience</p>	<p>White M</p>	<p>7/15</p>	<p>Civil Engineering</p>	<p>VP, and Mgr Civil Engineering</p>
<p>Sindy Mondesir 3807 Landsdown Avenue Naperville, IL 60564 (630)536-4871</p>	<p>Director of Human Resources/19 years of Experience</p>	<p>Black-F</p>	<p>9/12</p>	<p>Human Resources</p>	<p>VP, and Director of Human Resources</p>



**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
N/A	

**SOLE PROPRIETORSHIP    N/A**

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

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

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

Name(s) of Principal(s)

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

Name	Address

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CONTRACTOR CERTIFICATION**

**A. CONTRACTORS**

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



**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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

**B. SUBCONTRACTORS**

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

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**C. STATE TAX DELINQUENCIES**

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

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

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

**D. OTHER TAXES/FEEES**

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

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

**E. PUNISHMENT**

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

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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



**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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

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

**CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

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

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

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

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

**INCORPORATION INTO CONTRACT AND COMPLIANCE**

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

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**VERIFICATION**

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

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



Signature of Authorized Officer

Claire M. Williams

Name of Authorized Officer (Print or Type)

President

Title

312-345-8693

Telephone Number

State of Illinois

County of Cook

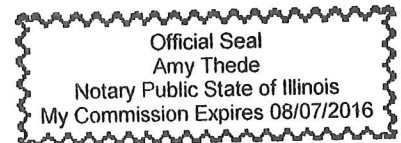
Signed and sworn to before me on this 10 day of February, 2016 by

Claire M. Williams (Name) as President (Title) of

Environmental Design International 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):

Description of goods or services to be provided under Contract:

**Environmental Engineering Services**

Name of Consultant: Environmental Design International 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:

<b>Name</b>	<b>Business Address</b>	<b>Relationship</b> (Attorney, Lobbyist, etc.)	<b>Fees</b> (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 10, 2016

Date

Claire M. Williams

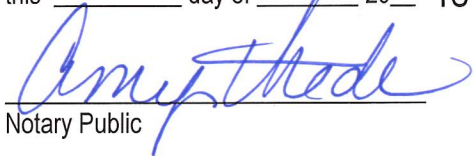
Name (Type or Print)

President

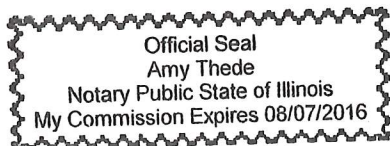
Title

Subscribed and sworn to before me

this 10 day of February 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.



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

- 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.

**EXHIBIT D**  
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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.



**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
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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

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

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

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

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

8. Specify as to:

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

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

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

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

**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
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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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

before me appeared (Name)

before me appeared (Name)

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

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

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

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

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

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

Commission expires:

Commission expires:

(SEAL)

(SEAL)

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

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

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

FROM:

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

(Name of MBE or WBE)

TO:

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

(Name of Bidder)

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

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

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

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

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

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

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

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

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

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



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

**PARTIAL PAY ITEMS**

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

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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)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

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

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

STATE OF ILLINOIS    }

                              } SS

COUNTY OF COOK     }

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

\_\_\_\_\_

Title and duly authorized representative of

\_\_\_\_\_

Name of General Contractor whose address is

\_\_\_\_\_

in the City of \_\_\_\_\_, State of \_\_\_\_\_

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Contract Value</b>		%	%

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.



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

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

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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Phone/FAX

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