



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
 RENOVATION/DEMOLITION SERVICES
 (PS2061E)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

ENVIRONMENTAL DESIGN INTERNATIONAL

FOR

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS2061E)

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

| | |
|---------------------------|--|
| FIRM NAME: | Environmental Design International inc. |
| CONTACT NAME: | Scott Diletto |
| CONTACT TELEPHONE: | 312-345-1400 ext. 131 |
| CONTACT EMAIL: | sdiletto@envdesigni.com |
| ADDRESS: | 33 West Monroe Street Suite 1825 Chicago, IL 60603 |

Mayor Rahm Emanuel
Chairman

Felicia S. Davis
 Executive Director

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EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES – PS2061E

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

Environmental Design International inc. with offices at 33 West Monroe Street

Suite 1825 Chicago, IL 60603 (the "**Consultant**").

Address City State Zip

Recitals:

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

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

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

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

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

EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES- PS2061E

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Date: _____

Mayor Rahm Emmanuel
Chairman

ATTEST:

Lori Ann Lypson

Date: 9/28/14

Lori Ann Lypson
Secretary

Environmental Design International inc.

CONSULTANT: _____

Claire M. Williams

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 February, 2016.

Amy Thede

Notary Public

My Commission expires: 8-7-16

(SEAL OF NOTARY)



Approved as to form and legality:

Anne L. Freda

Date: 9-20-16

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 and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **CW System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW System provided by or on behalf of the Commission.

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

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

7. **Term.**

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

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

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

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

or

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

17. **Miscellaneous.**

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

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SCHEDULE B

SCOPE OF SERVICES

The Public Building Commission of Chicago (PBC) requires the services of qualified and experienced environmental consultants or teams in order to perform Renovation/Demolition Services for the PBC.

4.2. General Scope of Services – Environmental Consulting Services for Renovation and Demolition

The Environmental Consultant (the "Consultant") will enter into a Task Order with the PBC. The Consultant's Task Order will be executed in a Not to Exceed format, on a project by project basis. The Consultant will provide, on a Task Order basis, all Services, including inspections, drawings and specifications and performance of renovation/demolition oversight activities including hazardous (and non-hazardous) waste removal activities, and the oversight of lead and asbestos abatement activities.

If the Consultant is performing in a satisfactory manner, the Commission will assign additional Task Orders to the Consultant for each of the future phases of Services required until Project completion.

The Consultant's Services shall include, but are not limited to, the following categories of work:

A. Asbestos Containing Materials Inspections

The Consultant shall conduct asbestos containing materials inspections of buildings as requested by the PBC that are scheduled for either renovation or demolition activities. The types of buildings can range from residential, commercial, industrial and school buildings. For renovation activities in schools, the Consultant shall follow the Asbestos Hazard Emergency Response Act (AHERA) requirements and for all non-school building renovation and demolition projects, the Consultant shall follow the National Emission Standards for Hazardous Air Pollutants (NESHAP) for Asbestos (Code of Federal Regulations at 40 C.F.R. Part 61, Subpart M requirements). For work in school buildings, the Consultant must have an IDPH licensed Project Designer on-staff.

Surveys shall be completed by conducting a thorough inspection of all areas that will be affected by the renovation/demolition activities in the facility for asbestos containing materials in accordance with the regulations above and by utilizing an Illinois Department of Public Health (IDPH) licensed asbestos inspector. The IDPH licensed asbestos inspector shall sign the final inspection report. Samples shall be analyzed by a "National Voluntary Laboratory Accreditation Program" (NVLAP) accredited laboratory.

The Consultant shall provide draft and final asbestos survey reports to the PBC for review and comment, which includes a site map indicating a north arrow, material types, quantities, locations, laboratory data sheets, analytical results, copies of IDPH licenses for inspectors, chain of custody forms, and a chart and clear summary of results (utilizing existing site/floor plans to indicate sample locations). The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the "Collaboration Workspaces" (CW) website.

B. Lead-Based Paint Inspections

The Consultant shall conduct lead-based paint inspections as requested by the PBC using an X-Ray Fluorescence (XRF) lead paint analyzer on painted surfaces in the structure to be renovated/demolished. This survey shall be conducted by an IDPH licensed Lead Inspector.

The Consultant shall provide draft and final reports that shall consist of the name of the lead inspector, his/her license number, the date of inspection, list all substrates inspected, the colors of paint on each substrate and wall direction for each sample, the reading for each sample positive/negative/inconclusive, an evaluation for each sample taken if the paint is in good, fair or poor condition, and a chart and clear summary of results (utilizing existing site/floor plans to indicate sample locations). Results of any laboratory analyses shall be included in this report along with the chain-of-custody forms as necessary. The IDPH licensed lead inspector shall sign the final inspection report.

The Consultant shall provide draft and final lead survey reports to the PBC for review and comment, which includes a site map indicating material types, quantities, locations, laboratory data sheets, analytical results, copies of IDPH licenses for inspectors, chain of custody forms, a chart and clear summary of results (utilizing existing site/floor plans to indicate sample locations). The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the CW website.

C. Hazardous Material Building Inspections

The Consultant shall conduct an inspection of the structure(s) planned for renovation/demolition for hazardous (and non-hazardous) materials such as PCB-containing components, mercury-containing components, chemicals, and other hazardous (and non-hazardous) materials that require removal prior to renovation/demolition.

The Consultant shall provide a draft and final survey report that contains locations, estimated volumes, CAS registry numbers, quantities and types of materials, photographs, results of the inspection, limitations and recommendations. The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the CW website.

D. Design Drawings and Specifications

Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP)

The Consultant shall prepare ACM and/or LBP abatement drawings using existing or generated plans and CAD drawings. The Consultant shall utilize existing or generated site/floor plans and ACM and LBP inspections to indicate ACM and LBP requiring abatement prior to renovation/demolition. The Consultant shall use the ACM and LBP inspections and create (or modify existing) ACM and LBP abatement specifications to tailor them for the abatement work. ACM abatement plans shall be created utilizing an asbestos project designer, licensed by IDPH. Additionally, the Consultant shall prepare necessary documents in order to "delist" the structure as a school building prior to demolition activities. For work in school buildings, the Consultant must have an IDPH licensed Project Designer on-staff.

The Consultant shall provide draft and final copies of the abatement specifications and drawings to the PBC. The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the CW website.

Hazardous Materials

The Consultant shall prepare hazardous (and non-hazardous) materials removal specifications for all materials requiring removal and recycling/disposal prior to the renovation/demolition of a building.

The Consultant shall provide draft and final copies of the hazardous (non-hazardous) specifications to the PBC. The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the CW website.

E. Oversight of Waste Removal Activities

At a minimum, the Consultant shall be responsible for the following Hazardous (and Non-Hazardous) waste materials management and oversight activities at a typical PBC renovation/demolition project:

1. The Consultant shall be familiar with the specifications and waste inventory of all buildings to be renovated or demolished including quantities, classifications, and locations of all waste within the buildings requiring removal by a hired Contractor.
2. The Consultant shall attend all project related meetings with PBC and the AOR team.

3. The Consultant shall review and approve all submittals related to the handling, removal and disposal of all regulated waste from all buildings included in the scope of work.
4. The Consultant shall coordinate with Renovation/Demolition Contractor on-site and shall maintain all submittal records and upload them to CW on a weekly basis.
5. The Consultant shall be responsible to maintain schedules of all waste removal activities on-site.
6. The Consultant shall be responsible to inspect the areas where waste is being removed and stored.
7. The Consultant shall inspect all waste leaving the site and shall sign-off on all waste manifests and bills of lading on behalf of the PBC.
8. The Consultant shall also be responsible to meet with regulators as requested and shall respond within twenty-four (24) hours to any violation notices received.
9. The Consultant shall respond to site issues, unforeseen conditions, regulatory inspections/citation, site emergencies, spills, etc on an emergency response basis and prepare a detailed comprehensive report at the conclusion of each incident.
10. The Consultant shall assist PBC PM with review and comment of all pay applications as requested.
11. The Consultant shall prepare a report documenting all waste removal activities that occurred on site, which includes photographed activities, signed waste manifests, transporter information, submittals, etc.

F. Oversight of Asbestos Abatement Activities

The Consultant shall provide IDPH licensed Asbestos Air Sampling Professionals/ Project Managers (ASP/PM) who shall coordinate daily work activities with the Renovation/Demolition General Contractor and their Asbestos Abatement Contractor. The Consultant shall monitor asbestos abatement activities in accordance with all local, state and federal guidelines. The Consultant shall review the asbestos contractor submittals including, but not limited to:

1. Notifications;
2. Worker and supervisor licensing;
3. Disposal facility information;
4. Health and Safety Plan;
5. Sign in sheets; and
6. Waste manifests.

At a minimum, the ASP/PMs shall be responsible for the following daily oversight activities per containment at the PBC job site:

1. The ASP/PM shall post and maintain all necessary notices/permits required to be posted at the jobsite.
2. The ASP/PM shall maintain a copy of the ACM inspection report at the job-site.
3. The ASP/PM shall conduct containment inspections.
4. The ASP/PM shall inspect the work areas and abatement procedures.
5. The ASP/PM shall visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by asbestos abatement employees.
6. The ASP/PM shall monitor the contractor work methods including workspace cleanliness, wet work methods, bag out, and final cleaning.

7. The ASP/PM shall evaluate whether visible debris and asbestos containing materials have been fully removed as per the specifications.
8. The ASP/PM shall conduct air monitoring in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400, counting rules and all local, state and federal requirements. The ASP/PM shall provide work area monitoring (inside and outside containments) and final clearance inspection, testing and sample analysis using phase contrast microscopy (PCM) in accordance with applicable regulations.
9. The timing and sequencing, including area start and finish points, of abatement must be coordinated with the PBC PM, the renovation/demolition contractor and their asbestos abatement contractor for the overall project.
10. The ASP/PM shall prepare daily reports documenting the abatement activities.
11. The ASP/PM shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:
 - a. Summary of work by building, including summaries of abated materials;
 - b. Company and ASP Name and License;
 - c. Date and time of activities;
 - d. Sampling methods used;
 - e. Asbestos abatement contractor;
 - f. Daily worker log;
 - g. Work area sign-in and out logs;
 - h. Photographs during abatement activities (before and after);
 - i. Notifications;
 - j. Worker and Supervisor Licensing;
 - k. Waste Manifests;
 - l. Analytical/filled out air sampling forms by ASP;
 - m. Daily inspectors logs;
 - n. Other forms and/or logs required by state and federal regulations; and
 - o. Provide sampling and analysis of unexpected ACM encountered during the work.

G. Oversight of Lead Abatement Activities

The Consultant shall provide IDPH licensed lead inspectors who shall coordinate daily work activities with the Renovation/Demolition General Contractor and their Lead Abatement sub-contractor. The Consultant shall monitor lead abatement activities in accordance with all local, state and federal guidelines and shall review the lead contractor submittals including but not limited to:

1. Notifications;
2. Worker and supervisor licensing;
3. Health and Safety Plan;
4. Disposal facility information;
5. Sign in sheets; and
6. Waste manifests.

At a minimum, the lead inspector shall be responsible for the following general activities at the PBC job site:

1. Inspect the containments, work areas and lead abatement procedures.
2. Maintain a copy of the LBP inspection report at the job-site.
3. Post and maintain all necessary notices/permits required to be posted at the jobsite.
4. Prepare daily reports documenting the LBP abatement activities.

5. Visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by lead abatement employees.
6. Monitor contractor work methods including workspace cleanliness, work methods, and final cleaning.

Before a work area may be released for re-occupancy, the Consultant shall provide the following services:

1. The Consultant shall visually inspect the work area to ensure that all abated or mitigated surfaces and all floors have been treated to provide smooth and easily cleanable surfaces.
2. Lead dust levels on horizontal surfaces are tested below the levels established by the IDPH. All environmental lead samples must be submitted and analyzed by an accredited laboratory, as defined in the regulations.
3. The Consultant shall provide the lead abatement contractor a signed copy of the compliance investigation report required by Section 845.225 of the IDPH regulations before being released from the work area and allowing the work area for re-occupancy and removing the isolation barriers.

The timing and sequencing, including area start and finish points, of abatement must be coordinated with the PBC PM, the renovation/demolition contractor and their lead abatement contractor for the overall project.

The lead inspector shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:

- Summary of work by building, including summaries of abated materials;
- Company and lead inspector name and license;
- Date and time of activities;
- Sampling methods used;
- Lead abatement contractor;
- Daily worker log;
- Work area sign-in and out logs;
- Photographs during abatement activities (before and after);
- Notifications;
- Worker and Supervisor Licensing;
- Waste Manifests;
- Chains of Custody/Analytical signed by lead inspector;
- Daily inspectors logs; and
- Other forms and/or logs required by state and federal regulations.

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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 RENOVATION AND DEMOLITION - PS2061E

Complete the following Hourly Rate table and provide various hourly rates for the staff who will work on Environmental Consulting Services for Renovation and Demolition projects. The hourly rate shall include typical overhead and/or reimbursable costs for each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxi cab fares, parking, tolls, insurance, marketing and any other costs incurred as typical overhead.

| Job Title | Unit | Hourly Rates |
|---|----------|--------------|
| Assessment/Project Management Services | | |
| A Senior Project Manager | Per hour | \$ 138.00 |
| B Project Manager | Per hour | \$ 87.00 |
| C Field Services Supervisor | Per hour | \$ 85.00 |
| D Clerical | Per hour | \$ 44.00 |
| E Licensed Professional Engineer, PE | Per hour | \$ 131.00 |
| F Environmental Scientist (40hr HAZWOPPER) | Per hour | \$ 74.00 |
| G Environmental Technician | Per hour | \$ 54.00 |
| H CADD Operator | Per hour | \$ 83.00 |
| I Certified Industrial Hygienist | Per hour | \$ 150.00 |
| J Licensed Asbestos Management Planner | Per hour | \$ 85.00 |
| K Licensed Asbestos Project Manager | Per hour | \$ 75.00 |
| L Licensed Asbestos Air Sampling Professional | Per hour | \$ 85.00 |
| M Licensed Lead Inspector | Per hour | \$ 75.00 |
| N Licensed Risk Assessor | Per hour | \$ 85.00 |
| O Certified Hazardous Materials Manager | Per hour | \$ 85.00 |
| P Clerical/Administrative | Per hour | \$ 44.00 |
| Q Insert Other Title Here | Per hour | \$ - |
| Environmental Design Services | | |
| A Environmental Engineer P.E. | Per hour | \$ 131.00 |
| B CAD Specialist | Per hour | \$ 83.00 |
| C Drafting Technician | Per hour | \$ 83.00 |
| D Clerical/Administrative Staff | Per hour | \$ 44.00 |
| E Project Manager | Per hour | \$ 87.00 |
| F Sr. Project Designer | Per hour | \$ 131.00 |
| G Licensed Asbestos Designer | Per hour | \$ 131.00 |
| H Lead Design | Per hour | \$ 85.00 |
| I Hazardous Materials Design | Per hour | \$ 85.00 |

SCHEDULE D INSURANCE REQUIREMENTS

In general, unless otherwise specified in the assigned Task Orders, 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 at least 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 specified on the Task Order must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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 for any liability arising directly or indirectly from the work.

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

D.1.4. Professional Liability

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

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

D.1.5 Property

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

D.1.6 Valuable Papers

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

D.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 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 City of Chicago and the User Agency and Owners 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 sub-consultants 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. Nonfulfillment 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 Owners and their respective Board members, employees, elected and appointed officials, and representatives and owners or parties in possession of property.

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

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

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

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

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

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

Consultant must submit the following:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

| | | | |
|---|--|--|----------------|
| PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.certrequest@marsh.com | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Environmental Design International, Inc. 33 West Monroe Street, Suite 1825 Chicago, IL 60603-5326 | INSURER A : Hartford Casualty Insurance Company | | 29424 |
| | INSURER B : Hartford Underwriters Insurance Company | | 30104 |
| | INSURER C : Crum & Forster Specialty Insurance Co | | 44520 |
| | INSURER D : | | |
| | INSURER E : | | |
| INSURER F : | | | |

COVERAGES **CERTIFICATE NUMBER:** CHI-006520578-01 **REVISION NUMBER:** 13

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|--|-------------------------|-------------------------|--|---------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 84SBWRU7473 | 07/01/2015 | 07/01/2016 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 |
| | | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | 84UEGPY4106 | 07/01/2015 | 07/01/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 84SBWRU7473 | 07/01/2015 | 07/01/2016 | EACH OCCURRENCE | \$ 10,000,000 |
| | | | | | | | AGGREGATE | \$ 10,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 84WEGBU6001 | 07/01/2015 | 07/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| C | Professional Liability | | | G25089182-003 Retro. Date: 02/22/1991 | 07/01/2015 | 07/15/2016 | Limit | 5,000,000 |
| | | | | | | | SIR: | 25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners are included as Additional Insured (except Workers' Compensation and Professional) where required by written contract. General Liability and Automobile Liability insurance are Primary and Non-Contributory limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of Subrogation is applicable in favor of The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners, their respective Board members, employees, elected and appointed officials, and representatives where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission (PBC)
Procurement Department
Richard J. Daley Center, Room 200
Chicago, IL 60602

ok enyo 2/8/15

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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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

BUSINESS LIABILITY COVERAGE FORM

(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.

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.

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

2. Key Personnel

| Staff Name | Scopes of Work Staff Members Will be Performing on PBC Projects | | | | | | | | | | | |
|---|---|----------------|----------------------|------------------|-----------------------------|---|---|--|--|------------------------------|--------------------------|------------------------|
| | Years of Experience | Years with EDI | Asbestos inspections | Lead inspections | Hazardous waste inspections | Asbestos abatement design drawing preparation | Lead abatement design drawing preparation | Asbestos abatement specification preparation | Hazardous (and non-hazardous) waste removal activity | Asbestos abatement oversight | Lead abatement oversight | QA/QC Technical Review |
| Gary P. Flentge, MPH, LEHP, REPA, CESCO | 26 | 7 | X | X | X | X | X | X | X | X | X | X |
| Patricia Feeley, PG | 22 | 16 | | | X | X | X | X | X | | | X |
| Felix Moran, PE | 21 | 1 | | | X | X | X | X | X | | | |
| Raymond Cicensas | 11 | 3.5 | X | X | X | | | | X | X | X | |
| Nicholas Peneff (Kowalenko) | 24 | n/a | | | | X | X | X | | | | X |
| Jose Aguilera | 14 | 9 | X | X | X | | | | X | X | X | |
| Paul Kybartas | 16 | 5 | X | X | X | | | | X | X | X | |
| Randolph Livingston | 32 | 8 | X | X | X | X | X | X | X | X | X | |
| Jarrett Land | 4 | 9 | X | X | X | | | | X | X | X | |
| John Feely | 29 | 5 | X | X | X | | | | X | X | X | |
| Bryan Hickman, CIH | 25 | 3 | | | X | | | | X | | | X |
| Scott Dileto, CHMM | 18 | 16 | X | | X | | | X | | | | X |

Resumes of staff, with licenses placed behind them, are in alphabetical order following this page.

JOSE G. AGUILERA

ASSISTANT PROJECT MANAGER / SENIOR INDUSTRIAL HYGIENIST

Mr. Aguilera has over 14 years of experience in the Construction, Industrial Hygiene and Environmental field. His areas of knowledge include the following: Asbestos Project Management, Indoor Air Quality Monitoring and Assessment, Residential and Commercial Building Inspections, Lead-Based Paint Project Management, Air Monitoring and Inspection. Mr. Aguilera has also been trained in the field of construction management and environmental and land surveying.

Key Projects

Public Building Commission of Chicago, (PBC) Various Sites (March 2015 – present), Chicago, Illinois, Environmental Inspection. Mr. Aguilera is currently providing client contact, document review, project management, and field support for the hazardous material survey investigation for the Lindblom Math and Science Academy Parking Lot. EDI was retained by PBC to conduct a hazardous materials survey of asbestos-containing materials (ACM), lead-based paint (LBP), mercury-containing devices, and PCB-containing devices as part of planned demolition of the properties located at the proposed new parking lot. *Ms. LeeAnn Tomas-Foster, Deputy Director for Environment, and Mr. Brian W. Pirok Project Manager, 50 West Washington Street, Room 200, Chicago, IL 60602, (312) 744-9281 and (312) 744-9431*

City Colleges of Chicago, Kennedy King College Demolition: Asbestos Abatement and Environmental Consulting Services, Chicago, Illinois (2009 – 2012). EDI was contracted by exp (formally Teng and Associates) to conduct a hazardous materials survey, air monitoring and well and soil boring installation. Mr. Aguilera performed the hazardous materials survey on the building in preparation for building demolition, including the laboratories, boiler room, and the auto shop areas. He also helped conduct perimeter environmental air monitoring. Mr. Aguilera also implemented a sampling and analysis plan, and conducted Health and Safety meetings in conjunction with soil and groundwater sampling and SRP reporting. *Ms. Azalynn May, Teng and Associates, 205 N. Michigan Avenue, Chicago, IL 60601, (312) 616-6198*

City Colleges of Chicago, Olive Harvey College Demolition: Asbestos Abatement and Environmental Consulting Services, Chicago, Illinois (2012). EDI was contracted by Millhouse Engineering to conduct a hazardous materials survey. Mr. Aguilera performed the hazardous materials survey on the building in preparation for building demolition. *Mr. Ryan Walter, P.E. Millhouse Engineering & Construction, 60 E. Van Buren St. STE 1501, Chicago, IL 60605, Phone (312) 987-0061, Fax 312-987-0071*

UIC Applied Health Science Building Renovation, Chicago, Illinois – Abatement Project Oversight (March 2013-2014). Field Operations. This project included a interior renovation and removal asbestos containing materials (ACM) in preparation for fire prevention upgrades. EDI performed abatement oversight and air monitoring. *Mr. Brad Appier, Associate Director, Project Management Services 1140 South Paulina Street, Room 212, Chicago, IL 60612-7215, Phone (312) 996-1051 Fax, 312-996-2853*

GSA Dirksen Federal Building – Environmental Inspection, Abatement Design and Abatement Oversight (2006-2014). Mr. Aguilera serves as onsite GEC Government Environmental Contractor for environmental services at the Everett McKinley Dirksen Federal Courthouse building located in downtown Chicago. The environmental inspection of this 1,400,000 square foot, 33-story, occupied building included the identification of asbestos-containing materials, lead-based painted surfaces, and other hazardous materials throughout the building that may be impacted by proposed renovation activity. Upon completion of the environmental inspection, EDI provided abatement project design specifications and drawings to abate and mitigate environmental hazards that will be impacted during a planned multi-million dollar renovation. EDI will provide onsite abatement oversight throughout the anticipated three-year renovation activities to be phased and scheduled to occur during normal building operations without impact to tenants and building visitors. *Brett Taylor, SOM, 224 S. Michigan Ave., Ste 1000, Chicago, IL 60604, Phone (312) 360-4822, Fax 312-794-7687*

Jones Lang LaSalle Americas, Inc. for Confidential Client, Various Bank Branches (2013 to Present), Project Manager. Mr. Aguilera provided client contact, project management, scope of work preparation for various projects ranging from conducting building inspections to oversight and removal of asbestos containing materials from various store locations throughout Wisconsin, Indiana and Illinois. *Ms. Janelle Brown, Jones Lang LaSalle Americas, Inc (630) 946-3861.*

Jones Lang LaSalle, Milwaukee, WI. For Confidential Client, (August 2013 to Present), Industrial Hygienist. As Project Manager, Mr. Aguilera is responsible for the oversight of environmental services, oversight of abatement in various areas in the building and attached garage. Mr. Aguilera was responsible for the oversight and direction of a licensed environmental remediation firm for the abatement, removal and disposal of hazardous materials; including, asbestos, uniform hazardous waste, and other special waste that had accumulated at the facility. Mr. Aguilera is also responsible for conducting on site

project management, monitoring emissions, conducting on site analyses of the air monitoring media, conducting visual inspections of the work area, and assuring that correct work methods are being applied by the contractors per regulations, collect clearance samples from abatement work. *Ms. Janelle Brown, Jones Lang LaSalle Americas, (630) 946-3861.*

University of Illinois – Urbana: Loomis Laboratory of Physics Instructional Space and Infrastructure Repairs (2013) Field Operations. EDI provided comprehensive asbestos containing materials (ACM) and a hazardous materials survey, an abatement design, and a construction administration support services for the Loomis Lab renovation project. EDI conducted an initial facility survey to determine potential impacts from ACM and other hazardous materials on planned construction activities. During the schematic design phase, EDI evaluated the facility for ACM and hazardous materials and provided a report summarizing the findings of the verification and quantification inspection. For the design development phase, EDI developed a coordinated set of abatement and remediation design documents. *Mr. Nathan Melotee, AIA, Codogan, Clark & Associates, 716 N. Wells Street, Chicago, IL 60654, Phone (312) 943-7300, Fax 312-943-4771*

University of Illinois – Urbana: Huff Hall Instructional Space and Infrastructure Repairs (2013) Field Operations. EDI provided comprehensive asbestos containing materials (ACM) and a hazardous materials survey, an abatement design, and a construction administration support services for the Loomis Lab renovation project. EDI conducted an initial facility survey to determine potential impacts from ACM and other hazardous materials on planned construction activities. During the schematic design phase, EDI evaluated the facility for ACM and hazardous materials and provided a report summarizing the findings of the verification and quantification inspection. For the design development phase, EDI developed a coordinated set of abatement and remediation design documents. *Mr. Nathan Melotee, AIA, Cordogan, Clark & Associates, 716 N. Wells St., Chicago, IL 60654, Phone (312) 943-7300, Fax 312-943-4771*

University of Illinois – Urbana: Turner Hall Instructional Space and Infrastructure Repairs (2013) Field Operations. EDI provided comprehensive asbestos containing materials (ACM) and a hazardous materials survey, an abatement design, and a construction administration support services for the Turner Hall renovation project. EDI conducted an initial facility survey to determine potential impacts from ACM and other hazardous materials on planned construction activities. During the schematic design phase, EDI evaluated the facility for ACM and hazardous materials and provided a report summarizing the findings of the verification and quantification inspection. For the design development phase, EDI developed a coordinated set of abatement and remediation design documents. *Mr. Alan Treuthard, Harley Ellis Devereaux, 401 West Superior Street, Chicago, IL 60610, (312) 324-7433*

University of Illinois – Urbana: Medical Science Hall Instructional Space and Infrastructure Repairs (2013) Field Operations. EDI provided comprehensive asbestos containing materials (ACM) and a hazardous materials survey, an abatement design, and a construction administration support services for the Turner Hall renovation project. EDI conducted an initial facility survey to determine potential impacts from ACM and other hazardous materials on planned construction activities. During the schematic design phase, EDI evaluated the facility for ACM and hazardous materials and provided a report summarizing the findings of the verification and quantification inspection. For the design development phase, EDI developed a coordinated set of abatement and remediation design documents. *Mr. Alan Treuthard, Harley Ellis Devereaux, 401 West Superior Street, Chicago, IL 60610, (312) 324-7433*

General Growth Properties, Various Store Locations (2013 to Present), Project Manager. Mr. Aguilera provided client contact, project management, and scope of work preparation for various projects for building inspections for various store locations throughout Illinois. *Ms. Lynne Stella, Director, General Growth Properties, 100 North Wacker Drive, Chicago, IL 60606, (312) 960-6329.*

Ambient Air Monitoring – Wisconsin Energies (WE) Building Demolition of Office and Heating Plant Buildings, 233 Lake Avenue, Racine, Wisconsin (October-November, 2013). From October 9, to November 25, 2013 Environmental Design International inc. (EDI) conducted air monitoring during demolition of the Office and Heating Plant Buildings, located at 233 Lake Avenue, Racine, Wisconsin. All work was conducted in accordance with the approved Ambient Air Monitoring Plan (AAMP) prepared by EDI. *Mr. Frank Dombrowski, Senior Environmental Consultant, We Energies, Environmental Department – Land Quality Group, 333 West Everette Street, A231, Milwaukee, Wisconsin 53203*

U.S. Department of the Navy, Great Lakes Naval Training Center (GLNTC), various facilities/properties, Hazardous Materials Survey, Indoor Air Quality (IAQ), Abatement-Remediation Oversight, Chicago, Illinois. (2008-2011). Project Manager. Mr. Aguilera serves as Project Manager and customer quality assurance manager for industrial hygiene services, including the identification, assessment, design, and oversight of hazardous material abatement in a multi-phase building renovation. Services provided are implemented to allow for critical building and medical facility operations to be maintained during project activities. Activities include coordination with on-site private consultants, engineers, and abatement specialist to assess conditions surrounding safe and effective removal of asbestos and other hazardous materials on active systems, while assuring compliance with health and safety regulations, state and federal regulations. *Mr. Carlo Luciano Naval Facilities Engineering Command, 201 Decatur Avenue, Great Lakes, IL (847) 688-6567*



**ASBESTOS
PROFESSIONAL
LICENSE**

ID NUMBER
100 - 10088

ISSUED
3/2/2015

EXPIRES
05/15/2016

JOSE G AGUILERA
2652 S. CENTRAL PARK AVEN
CHICAGO, IL 60623

Environmental Health



ENDORSEMENTS

TC EXPIRES

INSPECTOR

1/20/2016

PROJECT MANAGER
AIR SAMPLING PROFESSIONAL

9/6/2015

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
Department of Public Health
This license is valid only when accompanied by a valid
training course certificate.



Pat Quinn, Governor
LaMar Hasbrouck, MD, MPH, Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.illinois.gov

11/7/2014

LICENSE NUMBER: 009320

Jose G Aguilera
2652 S. Centrak Park Ave.
Chicago, IL 60623



| LEAD ID | ISSUED | EXPIRES |
|---------|-----------|-----------|
| 009320 | 11/7/2014 | 1/31/2016 |

Jose G Aguilera
2652 S. Centrak Park Ave.
Chicago, IL 60623



ILLINOIS LEAD PROGRAM
Environmental Health

LICENSE APPROVED

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License

PROTECTING HEALTH, IMPROVING LIVES



Pat Quinn, Governor
LaMar Hasbrouck, MD, MPH, Director

525-535 West Jefferson Street • Springfield, Illinois 62761 0001 • www.dph.illinois.gov

11/7/2014

LICENSE NUMBER: 009320

Jose G Aguilera
2652 S. Centrak Park Ave.
Chicago, IL 60623

Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES
9/28/2015

This license issued under authority of the State
of Illinois -Department of Public Health
This license is valid only when accompanied by
a valid training course certificate
If found return to 525 W. Jefferson St Springfield, IL 62761

LICENSE APPROVED

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License

PROTECTING HEALTH, IMPROVING LIVES



Director
Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

November 7, 2014

Lead ID No: 9320

Jose Aguilera
2652 S. Centrak Park Ave.
Chicago, IL 60623

Third Party Examination Results

Jose Aguilera:

Illinois Department of Public Health (the Department) recently received and reviewed your application and request for a lead risk assessor license. Your qualifications have met the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.135.

Applicants requesting risk assessor licensure shall pass the Department's third party examination with a minimum score of 70% proficiency.

You have scored 82% on the third party examination taken on 11/05/2014 . The Department shall issue the license in this discipline for which you qualified, in accordance with Section 845.125 of the Lead Poisoning Prevention Code; therefore, your application for lead risk assessor licensure is now complete.

Enclosed please find your lead risk assessor license. All risk assessor licenses expire on March 31 of each year. A renewal application form must be completed and submitted to the Department 60 days prior to the expiration date.

If you have any questions, please call Kert McAfee at (217) 782-5830.

Thank you,

The Department

RAYMOND CICENAS

PROJECT MANAGER/SENIOR INDUSTRIAL HYGIENIST

Mr. Cicenias has over 11 years of experience in environmental consulting experience, with emphasis in the areas of Asbestos, Lead-Based Paints (LBP) and Indoor Air Quality (IAQ) investigations. Mr. Cicenias has vast and diverse experience in the field of asbestos and lead management, which includes detection and abatement oversight. He has also been responsible for cost estimation, survey, sampling protocols, exposure/risk assessment, remedial action recommendations, contractor oversight, abatement bid specification preparation, operations and maintenance program development, and awareness training. He has completed IAQ surveys and Industrial Hygiene surveys; Mr. Cicenias has performed extensive work with mold assessment, remediation project management, and mold clearance testing. Mr. Cicenias has provided consulting services from project proposals, through project deliverable final reports.

Key Projects

University of Illinois at Chicago (UIC) Science and Engineering Laboratory (SEL) Renovation, Chicago, Illinois – Hazardous Materials Survey (January 2012- Present). Field Inspector. Mr. Cicenias served as the field inspector and assessor of hazardous materials for this project which included a complete assessment and identification of asbestos, lead-based paints and other hazardous materials that may be impacted during a planned renovation of the SEL building.

Various CHA Housing Developments, Chicago, Illinois, Asbestos, Lead-Based Paint Surveys, Chicago, Illinois (2014 – Present) Project Manager. Mr. Cicenias is currently serving as the Project Manager for ACM and LBP for numerous low income residential apartments and homes being updated to meet life safety and 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, One East Wacker Drive, Suite 200, Chicago, IL 60601, (312) 324-7433

University of Illinois Urbana-Champaign, Asbestos, Lead-Based Paint Surveys at Multiple Sites, Project Manager (2014-present). Mr. Cicenias is the Project Manager for UIUC renovation projects including the Food Housing Storage Building for hazardous materials surveys. The hazardous materials survey includes asbestos and lead-based paint (LBP) inspections. Deliverables include a report of findings, abatement specifications, and cost estimates for abatement and oversight. Mr. Nathan Melotte, Cordogan Clark & Associates, Inc., 716 North Wells Street, Chicago, IL 60654, (312) 943-7300 nmelotte@cordoganclark.com

GSA Dirksen Federal Building – Environmental Inspection, Abatement Design and Abatement Oversight, Chicago, Illinois (2011-present). Industrial Hygiene Technician. The environmental inspection of this 1,400,000 square foot, 33-story, occupied building included the identification of asbestos-containing materials, lead-based painted surfaces, and other hazardous materials throughout the building that may be impacted by proposed renovation activity. Upon completion of the environmental inspection, EDI provided abatement project design specifications and drawings to abate and mitigate environmental hazards that will be impacted during a planned multi-million dollar renovation. EDI will provide onsite abatement oversight throughout the anticipated three-year renovation activities to be phased and scheduled to occur during normal building operations without impact to tenants and building visitors. *Brett Taylor, SOM, 224 S. Michigan Ave., Ste 1000, Chicago, IL 60604, Phone (312) 360-4822, Fax 312-794-7687*

GSA John C. Kluczynski Federal Building – Environmental Inspection, Abatement Design and Abatement Oversight, Chicago, IL (2011-present). Industrial Hygiene Technician. The environmental inspection of this 45-story, occupied building included the identification of asbestos-containing materials, lead-based painted surfaces, and other hazardous materials throughout the building that may be impacted by proposed renovation activity. Upon completion of the environmental inspection, EDI provided abatement project design specifications and drawings to abate and mitigate environmental hazards that will be impacted during a planned multi-million dollar renovation. EDI will provide onsite abatement oversight throughout the anticipated three-year renovation activities to be phased and scheduled to occur during normal building operations without impact to tenants and building visitors.

Jones Lang LaSalle Americas, Inc. for Confidential Client, Various Bank Branches (2013 to Present), Project Manager. Mr. Cicenias provided client contact, project management, proposal preparation, scope of work preparation and budget development for various projects ranging from conducting building inspections to oversight and removal of asbestos

containing materials from various store locations throughout Wisconsin, Indiana and Illinois. Ms. *Janelle Brown, Jones Lang LaSalle, (630)946-3861*

General Growth Properties, Various Store Locations (2013 to Present), Project Manager. Mr. Cicenias provided client contact, project management, proposal preparation, scope of work preparation and budget development for various projects for building inspections for various store locations throughout Illinois. Ms. *Lynne Stella, Director, General Growth Properties, 100 North Wacker Drive, Chicago, IL 60606, (312) 960-6329.*

Macy's Inc., Various Store Locations (2013 to Present), Project Manager. Mr. Cicenias provided client contact, project management, proposal preparation, scope of work preparation and budget development for various projects ranging from conducting building inspections to oversight and removal of asbestos containing materials from various store locations throughout Indiana and Illinois. Ms. *Tia Wenrich, Environmental Services Coordinator, Macy's Inc., 7 West Seventh Street, Cincinnati, OH 45202, (513) 579-7241.*

Cook County Forest Preserve District – Environmental Inspection (November 2013) Industrial Hygienist. The environmental inspection of two buildings included the identification of asbestos-containing materials, lead-based painted surfaces, and other hazardous materials throughout the buildings that may be impacted by proposed renovation activity. Upon completion of the environmental inspection, EDI provided abatement project design specifications and drawings to abate and mitigate environmental hazards that will be impacted during a planned renovation. *Ryan Giblin, Ross Barney Architects, 10 W. Hubbard Street, Chicago, IL 60654, (312) 832-0601*

Cook County Women's Justice Service Center – Environmental Inspection (October 2013) Industrial Hygienist. The environmental inspection of Buildings 3 and 4 included the identification of asbestos-containing materials, lead-based painted surfaces, and other hazardous materials throughout the buildings that may be impacted by proposed renovation activity. Upon completion of the environmental inspection, EDI provided abatement project design specifications and drawings to abate and mitigate environmental hazards that will be impacted during a planned renovation. *Jan Behounek, Holabird & Root, 140 South Dearborn, Chicago, IL 60603 (312) 357-1428*

Jones Lang LaSalle, Milwaukee, WI. For Confidential Client (August 2013 to Present), Industrial Hygienist. As Project Manager, Mr. Cicenias is responsible for the oversight of environmental services, oversight of abatement in various areas in the building and attached garage. Mr. Cicenias was responsible for the oversight and direction of a licensed environmental remediation firm for the abatement, removal and disposal of hazardous materials; including, asbestos, uniform hazardous waste, and other special waste that had accumulated at the facility. Mr. Cicenias is also responsible for conducting on site project management, monitoring emissions, conducting on site analyses of the air monitoring media, conducting visual inspections of the work area, and assuring that correct work methods are being applied by the contractors per regulations, collect clearance samples from abatement work. Ms. *Janelle Brown, Jones Lang LaSalle, (630)946-3861*

Chicago Housing Authority, Judge Slater Apartments, Sullivan Apartments, Chicago, Illinois – (2012 to 2013), Industrial Hygienist. As a licensed asbestos project manager and air sampling professional, Mr. Cicenias is responsible for the oversight of the removal of asbestos containing materials from the building. He conducts on site project management, monitors emissions, conducts on site analyses of the air monitoring media, conducts visual inspections of the work area, and assures that correct work methods are being applied by the contractors per specifications, collect clearance samples from abatement work. Upon completion of each project, it is the responsibility of Mr. Cicenias to gather all of the necessary documentation for the completion of an Asbestos Abatement report for the client. Ms. *Diane Martin, CHA, 60 East Van Buren, 13th Floor, Chicago, IL 60605, (312) 913-7606*

Macy's Corporate, Cincinnati, Ohio – Asbestos Survey, and Limited Air Quality (AQ) Monitoring (2012 to present), Industrial Hygienist. Mr. Cicenias serves as an Industrial Hygienist for Macy's retail-commercial shopping malls for the identification, and assessment of asbestos and hazardous materials in multi-floor facilities. During the surveys, air samples were collected to see how much dust and debris was emitted into the air during normal work practices. *Tia Wenrich, Environmental Services Coordinator, Macy's, 7 West Seventh Street, Cincinnati, OH 45202, (513) 579-7241*

Department of Veterans Affairs Environmental Management for the Veterans Affairs Medical Facilities, Chicago, Illinois. (2011 to present), Industrial Hygienist. As a licensed asbestos project manager and air sampling professional, Mr. Cicenias is responsible for the oversight of the removal of asbestos containing materials from the building. He conducts on site project management, monitors emissions, conducts on site analyses of the air monitoring media, conducts visual inspections of the work area, and assures that correct work methods are being applied by the contractors per specifications, collect clearance samples from abatement work. Upon completion of each project, it is the responsibility of Mr. Cicenias to gather all of the necessary documentation for the completion of an Asbestos Abatement report for the client. *Mr. John Vasos, 820 S. Damen, Chicago, IL 60612, (312) 569-6261*



**ASBESTOS
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LICENSE**

ID NUMBER
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ISSUED
4/10/2015

EXPIRES
05/15/2016

RAYMOND A CICENAS
8617 W 145TH PL
ORLAND PARK, IL 60462

Environmental Health



ENDORSEMENTS

SUPERVISOR/WORKER
INSPECTOR

TC EXPIRES

3/3/2016
3/13/2016

PROJECT MANAGER

3/3/2016

AIR SAMPLING PROFESSIONAL

Alteration of this license shall result in legal action
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ASSESSOR LICENSE**

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|---------|----------|-----------|
| 1001403 | 3/9/2015 | 1/31/2016 |

Raymond A Cicenas
8617 W 145th Place
Orland Park, IL 60462



ILLINOIS LEAD PROGRAM
Environmental Health

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RISK ASSESSOR CERTIFICATE EXPIRES
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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 12th 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 12th 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*

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 for a private client at 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. *Ms. Janelle Brown, Jones Lang LaSalle, (630) 946-3861*

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*



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ID NUMBER **ISSUED** **EXPIRES**
100 - 09347 **4/9/2014** **05/15/2015**

SCOTT S DILETO
14633 ASTON WAY
LOCKPORT, IL 60441



Environmental Health

ENDORSEMENTS

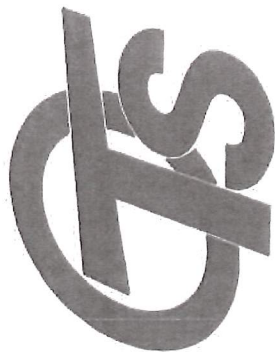
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INSPECTOR

1/24/2015

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2015



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7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900

Environmental Renovation/Demolition Services
Environmental Design International, Inc.

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that
Scott Dileto

has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency Response Act (AHERA) and TSCA Title II.

Course Date: 2/27/2015

Exam Date: 2/27/2015

Expiration Date: 2/27/2016

Certificate Number: BIR1502270978

Kathy DeSalvo, Director

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

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.*

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.*

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 provided 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.*

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 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.*

University of Illinois, Turner Hall Renovation and Chem Annex Renovation and Addition, (2013-2015), Urbana, IL, Project Manager. Ms. Feeley is the project manager for the limited asbestos confirmatory sampling, lead-based paint (LBP) survey, and hazardous materials survey of the UIUC buildings Turner Hall and Chem Annex for proposed renovation work. Ms. Feeley also managed the Phase I Environmental Site Assessment for the Chem Annex building and additional follow up sampling of fill materials found beneath the basement of the building. EDI prepared hazardous materials specifications to

address abatement of asbestos, and mitigation of lead. EDI provided licensed inspectors for abatement oversight, air sampling, and clearance post abatement and mitigation. EDI submitted an abatement and mitigation summary report for the activities completed. *Aaron Shephard, Harley Ellis Devereaux, One East Wacker Drive, Suite 200, Chicago, IL (312) 324-7445, ajshepard@hedev.com*

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.*

Illinois Department of Commerce and Economic Opportunity, "Ike" Disaster Recovery Program (IDRP), Task Manager (2011-2013). Ms. Feely is providing environmental consulting in support of program management of the recovery program. EDI has provided a broad base of environmental services, which include environmental assessments (EAs Broad and Site Specific), categorical exclusions, Tiered Approach EAs, asbestos and lead surveys. EDI has conducted over 80 asbestos surveys and lead-risk assessments for residential homes in compliance with Department of Housing and Urban Development guidelines. EDI provided ACM Project manual specifications for contractor bidding and abatement requirements. EDI provided lead clearance for over 40 homes in the program. EDI worked on preparation of the Broad Review EA and Site Specific EA Reviews for the Village of Gulfport/ Henderson County property buyout program. *Theresa Tucker, CDM Smith, 125 S. Wacker Drive, Chicago, IL (217) 241-6650, TuckerTL@cdmsmith.com*

Chicago Housing Authority, Residential Asbestos, Lead-Based Paint Surveys, Chicago, Illinois (2012). Ms. Feeley was the Project Manager for ACM and LBP surveys for numerous low income residential apartments and homes being updated to meet life safety and the American with Disability Act (ADA) requirements. The surveys identified ACM and LBP and issues to be addressed for renovation. *Mr. Alan Treuthard, Harley Ellis Devereaux, 401 West Superior Street, Chicago, IL 60610, (312) 324-7433, altreuthart@hedev.com*

Capital Development Board, Renovation of Evelyn Edwards Center, Chicago, Illinois, Project Manager (2009-2010) responsibilities. EDI was contracted to provide asbestos project design, asbestos abatement oversight, and air sampling during the abatement of asbestos containing materials (ACM) for the renovation and modernization of the Evelyn Edwards Center for the Central Management Using Agency. This project was coordinated under the Capital Development Board (CDB). EDI provided drawings and specifications, as well as asbestos abatement oversight. Abatement oversight included contractor submittal review, mold survey, floor tile removal, air sampling, and final report preparation. *Ms. Susan Turner, Bailey Edward Design, Inc., 35 East Wacker Drive, Floor 28, Chicago, IL 60601, (312) 440-2300*

University of Illinois at Chicago (UIC) Office of Capital Programs, SCE Pool Infill Feasibility Study – Student Services Center East, Project Manager (2012-2013). Ms. Feeley was the project manager for the limited asbestos confirmatory sampling, asbestos abatement design specifications, and the asbestos abatement oversight as part of the overall Pool Infill Feasibility Study project. EDI reviewed data to identify existing asbestos containing materials (ACM) and collected limited samples based on planned upgrade work. EDI developed the asbestos abatement specifications for bidding and abatement as part of the overall project. EDI has worked closely with the design team to meet requirements for asbestos abatement. EDI worked with the General Contractor and Abatement Contractor to provide asbestos abatement oversight services as needed to meet the project needs. Asbestos abatement oversight of the contractor abatement activities has been completed for the project. *David Moehring, UIC, 1140 S. Paulina, Chicago, IL (312) 996-5200, Davidmm@Uillinois.edu*

University of Illinois, Loomis Laboratory Upgrade and Repairs, (2012-2013), Urbana, IL, Project Manager. Ms. Feeley is the project manager for the limited asbestos confirmatory sampling, asbestos abatement design specifications, and the asbestos abatement oversight as part of the overall upgrade. EDI reviewed data to identify existing asbestos containing materials (ACM) and collected limited samples based on planned upgrade work. EDI reviewed planned upgrades for potential impacts from lead-based paint (LBP). EDI developed the asbestos abatement specifications and is conducting the asbestos abatement oversight. *Nathan Melotte, Cordogan, Clark, and Associates, Inc., 716 N. Wells Street, Chicago, IL (312) 943-7300, nmelotte@cordoganclark.com*

City Colleges of Chicago (CCC) System-wide Chemical Safety and Hygiene Plan (CHP), (2011-2014) Project Manager. The scope of work involves planning, facility review, chemical inventory, development of the CHP, development of a disposal plan, compliance with the CHP and training. This contract covers seven city colleges and is performed over a 3-year term. EDI performed the chemical inventories including site visits, data collection, and reporting. An EDI team of scientists conducted the inventory at each college and in multiple departments that store hazardous chemicals. The chemicals were inventoried and a report developed with recommendations. EDI developed the CHP and disposal plans, which included safety standards, safe operating procedures, and chemical storage standards. EDI prepared recommendations on a CCC uniform hazardous storage labeling system and safety procedures to be implemented at each college. EDI presented training and collaborative work sessions for the CC Laboratory Managers for each college. *John Brophy, City Colleges of Chicago, Sustainability Manager, (312) 553-2932, jbrophy3@ccc.edu*

State of Illinois
 Department of Financial and Professional Regulation
 Division of Professional Regulation

LICENSE NO. **196.000898** 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: **03/31/2017**

**LICENSED
 PROFESSIONAL GEOLOGIST**

**PATRICIA ANN FEELEY
 732 N KENILWORTH AVE
 OAK PARK, IL 60302**


  JAY STEWART
 DIRECTOR

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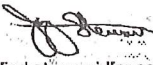
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 Division of Professional Regulation


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20150123-1/01712

JOHN C. FEELY INDUSTRIAL HYGIENIST

Mr. Feely has more than 28 years of environmental consulting experience, with emphasis in the areas of Environmental Site Assessments (ESAs), Asbestos, Lead-Based Paints (LBP) and Indoor Air Quality (IAQ) investigations. Mr. Feely has vast and diverse experience in the field of asbestos and lead management, which includes detection and abatement oversight. He has also been responsible for cost estimation, survey, sampling protocols, exposure/risk assessment, remedial action recommendations, contractor oversight, abatement bid specification preparation, operations and maintenance program development, and awareness training. He has completed IAQ surveys and Industrial Hygiene surveys; Mr. Feely has done industrial workplace monitoring for airborne or surface chemical or biological contaminants of metals, for volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), diesel fumes, asbestos/lead, mercury and mold. He also has experience in consulting services, safety consulting, and project management.

Key Projects

Chicago Housing Authority, Judge Slater Apartments, Sullivan Apartments, Chicago Housing Authority, Chicago, Illinois – (2012 to present), Industrial Hygienist. As a licensed asbestos project manager and air sampling professional, Mr. Feely is responsible for the oversight of the removal of asbestos containing materials from the building. He conducts on site project management, monitors emissions, conducts on site analyses of the air monitoring media, conducts visual inspections of the work area, and assures that correct work methods are being applied by the contractors per specifications, collect clearance samples from abatement work. Upon completion of each project, it is the responsibility of Mr. Feely to gather all of the necessary documentation for the completion of an Asbestos Abatement report for the client. *Ms. Cynthia Brewer, CHA, Project Manager, 60 East Van Buren, 11th Floor, Chicago, IL 60605, Phone: 312-913-7344, Fax: 312-913-7631*

U.S. Department of the Navy, Great Lakes Naval Training Center (GLNTC), Multiple Facilities (2009 to present), Project Manager. Mr. Feely served as Project Manager and air sampling professional for several asbestos and lead projects. Work activities for this project include: daily air sampling, reading of samples by PCM analysis on site, and final clearance air monitoring, as well as project management oversight. *Carlo Luciano, Project Engineer, NAVFAC Midwest IPT, Building 1A, 201 Decatur, Great Lakes, IL 60088, (847) 688-2600*

GSA Dirksen Federal Building – Environmental Inspection, Abatement Design and Abatement Oversight (2006-present). Mr. Feely is providing environmental services at the Everett McKinley Dirksen Federal Courthouse building located in downtown Chicago. The environmental inspection of this 1,400,000 square foot, 33-story, occupied building included the identification of asbestos-containing materials, lead-based painted surfaces, and other hazardous materials throughout the building that may be impacted by proposed renovation activity. Upon completion of the environmental inspection, EDI provided abatement project design specifications and drawings to abate and mitigate environmental hazards that will be impacted during a planned multi-million dollar renovation. EDI will provide onsite abatement oversight throughout the anticipated three-year renovation activities to be phased and scheduled to occur during normal building operations without impact to tenants and building visitors. *Brett Taylor, SOM, 224 S. Michigan Ave., Ste 1000, Chicago, IL 60604, Phone (312) 360-4822 Fax 312-794-7687*

Capital Development Board (CDB), Urbana Armory Renovation, Urbana, IL, (2009) Senior Industrial Hygienist. Mr. Feely served as the on-site Senior Industrial Hygienist for hazard management services at the National Guard Armory renovation and historic restoration project. Mr. Feely was responsible for the technical direction and oversight during the abatement of hazardous materials impacted during planned renovation and rehabilitation activities. Abatement operations were performed in a phased schedule to allow other general trades to make required structural, electrical and mechanical alterations, and additions for the modernization. *Ms. Laurie Goscha, Bailey Edward Architecture, 35 E. Wacker Drive, Suite 2800, Chicago, IL 60601, (312) 440-2300*

University of Illinois at Chicago (UIC) Douglas Hall Renovation, Chicago, IL – Asbestos Survey, Abatement Design, and Abatement Project Oversight (January 2010- June 2010). Mr. Feely served as on-site Senior Industrial Hygienist for this project, which included a complete interior demolition and renovation of Douglas Hall. Mr. Feely performed duties as asbestos Project Manager and air sampling professional during the hazardous material survey, abatement design, and abatement oversight. *Mr. Gregory Quinn, Associate Director, Project Management, 1140 South Paulina Street, Room 218, Chicago, IL 60612-7215, Phone (312) 996-3295 Fax 312-996-2853*

UIC Lecture Center F Renovation, Chicago, IL (January 2010- June 2010), Senior Industrial Hygienist. Mr. Feely served as on-site Senior Industrial Hygienist for this project, which included a complete interior demolition and renovation of Douglas Hall. Mr. Feely performed duties as asbestos Project Manager, and air sampling professional during the hazardous material survey, abatement design, and abatement oversight. *Mr. Gregory Quinn, Associate Director, Project Management, 1140 South Paulina Street, Room 218, Chicago, IL 60612-7215, Phone (312) 996-3295 Fax 312-996-2853*

Chicago Laborers Training Center, Westmont, Illinois (1988 to 1992). Mr. Feely served as instructor for laborers preparing to take the Illinois Department of Public Health (IDPH) workers exam. Responsibilities included introducing laborers to rules/regulations that pertain to asbestos abatement activities.

Illinois Bell Telephone, Chicago Illinois (1988 to 1992). Mr. Feely served as Project Manager and air sampling professional for several asbestos abatement projects located throughout the State of Illinois. Work activities included daily air sampling, reading of samples by PCM analysis on site, and final clearance air monitoring, as well as project management oversight.

Environmental Management for the Veterans Affairs Medical Facilities, Chicago, Illinois, Project Manager. As Project Manager, Mr. Feely was involved in the coordination and assessment of various environmental issues that would arise on the treatment areas. While on site, it was the responsibility of Mr. Feely to assess the locations and quantities of materials categorized as hazardous, to put together a project design, and to have the design reviewed and approved. During the abatement phase, it was the responsibility of Mr. Feely to conduct on site project management and to monitor emissions, to conduct on site analyses of the air monitoring media, to conduct visual inspections of the work area, and to assure that the correct work methods were being applied by the contractor per specifications. Upon completion of each project, it was the responsibility of Mr. Feely to gather all of the necessary documentation for the completion of an Asbestos Abatement report for the client and the Engineering department. *Mr. Derrick Morrison 7731 S. Halsted street Room: 240, Chicago IL 60620, Phone (773) 962-3740 Fax 773-962-3750*

Chicago Public Schools, Major Capital Renovation Plan, Environmental Consultant (EC), (2001-2006), Project Manager. Mr. Feely was the Project Manager working in conjunction with the engineer in charge of environmental oversight of various regions in the Chicago Public Schools system. Mr. Feely had participated in the management and coordination of environmental responses, of project design for construction, and of renovation projects throughout Chicago. He also assisted in the AHERA Three-Year Building Re-inspections for previously identified Asbestos-Containing Materials, per AHERA protocol in regions III & IV. The responsibilities included verifying ACM inventory, assessing the condition of each material, determining appropriate response actions based on material condition, and inspected and estimating square footage of new and/or previously un-inspected building space. Mr. Feely developed an IDPH report for each re-inspected facility, which addressed all required elements of AHERA. Other responsibilities included: building inspections and assessments, emergency response, asbestos and lead abatement project designs, obtaining contractor bids, overseeing construction, conducting on site asbestos project management, and conducting public relations. *Chicago Public Schools, 125 S. Clark St., Chicago, IL*

Chicago Housing Authority (CHA) (2004 – Present) Chicago, Illinois, Asbestos Building Inspector, Lead Inspector. Mr. Feely has performed environmental investigation for present-moisture impacted building materials which involved quantifying and qualifying, as well as performing, any necessary sampling for mold materials or bio aerosol of William Greene Homes, Trumbull Park Homes, and Stateway Garden Homes as part of the lead abatement and perimeter air monitoring services during asbestos abatement and demolition.

City of Chicago, Midway Airport. Mr. Feely served as Project Manager and customer quality assurance manager for industrial hygiene services, including the identification, assessment, design, and oversight of hazardous material abatement in a multi-phase building renovation. Services provided are implemented to allow for critical building and medical facility operations to be maintained during project activities. Activities include coordination with on-site private consultants, engineers, and abatement specialist to assess conditions surrounding safe and effective removal of asbestos and other hazardous materials on active systems, while assuring compliance with health and safety regulations, State and federal regulations.

Miscellaneous Contracting, various consulting throughout the State of Illinois. (2000-2006). Mr. Feely was contracted with different consulting firms on a per job contract basis. The duties and responsibilities varied per each individual project ranging from general construction management, proposal generation, contract planning, contract negotiations, and lender/client relations for various Small Business Administration rehabilitation projects in the State of Illinois. Job sites included the following facilities: Public and Private Schools, EPA Clean up sites, General Electric Plants, and Hospital buildings.



Indiana Dept. of Environmental Management

John C. Feely

Asbestos Inspector License #: 190121028

| | |
|------------------------|------------------------|
| Effective: 12/28/2014 | Expiration: 12/28/2015 |
| Birth Date: 03/13/1963 | Gender: M |
| Height: 5-11 | Eye Color: BRO |
| Weight: 250 | Hair Color: BRO |



**ASBESTOS
PROFESSIONAL
LICENSE**

| | | |
|------------------|---------------|----------------|
| ID NUMBER | ISSUED | EXPIRES |
| 100 - 00249 | 3/2/2015 | 05/15/2016 |

JOHN C FEELY
9513 SOUTH LAWTON AVENUE
OAK LAWN, IL 60453



Environmental Health



**LEAD RISK
ASSESSOR LICENSE**

| | | |
|----------------|---------------|----------------|
| LEAD ID | ISSUED | EXPIRES |
| 007573 | 1/7/2015 | 1/31/2016 |

John C Feely
9513 S. Lawton
Oak Lawn, IL 60453



ILLINOIS LEAD PROGRAM
Environmental Health

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PS2061E

GARY P. FLENTGE, MPH, LEHP, REPA, CESCO

KEY POINT OF CONTACT/SENIOR TECHNICAL REVIEW – QA/QC

Mr. Flentge is a Licensed Environmental Health Practitioner with more than 26 years of experience managing multifaceted environmental and public health and safety regulatory programs. His clients have included commercial, industrial and manufacturing facilities, and he has directed regulatory compliance programs for state and federal government mandated environmental programs. His areas of expertise include regulatory compliance for diverse environmental laws and regulations including airborne toxins and other environmental contaminants; hazardous substance abatement at hazardous waste and construction/demolition sites; environmental health assessments; OSHA and USEPA regulations; quality assurance/quality control; employee training; environmental training and development and implementation of emergency preparedness programs. Mr. Flentge has extensive experience of policy/legislative process, environmental rulemaking and negotiation and has served on legislatively mandated advisory boards and commissions. He has managed large-dollar, high-profile projects including hazard investigations; regulatory compliance; hazardous material responses; emergency preparedness incident responses; remediation; drinking water investigation; human health risk assessments; remedial design and implementation; health and safety training and building assessment, design and decontamination and site-specific health and safety plans. Mr. Flentge also maintains registration as a Registered Environmental Property Assessor (REPA) and is a Certified Environmental and Safety Compliance Officer (CESCO).

Key Projects

Public Building Commission of Chicago, Various Sites (April 2009 – present), Chicago, Illinois. Mr. Flentge serves as the Senior Technical manager and principal environmental health practitioner for health and safety related project for PBC related project scope. EDI is providing comprehensive environmental consulting services to PBC at locations under development or renovation throughout the Chicago area. To date, projects have included the Phase I Environmental Site Assessment (ESAs); removal of underground storage tank (UST) and associated IEPA LUST Closure Reporting; the removal, and disposal oversight of universal waste/hazardous materials; asbestos inspection and abatement oversight/air sampling; indoor air quality assessment and other general environmental consulting services as needed. *Ms. LeeAnn Tomas-Foster, Deputy Director for Environment, 50 West Washington Street, Room 200, Chicago, IL 60602, (312) 744-9281.*

Public Building Commission of Chicago (PBC), Pre-Demolition Asbestos Survey, Whitney Young Library (February 2009), Senior Technical Manager. Mr. Flentge served as the Sr. Technical Manager and Quality assurance and quality control officer for 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*

Chicago Public Schools, Capital Improvement Program, OWPP | Cannon Design, Chicago, Illinois, Design Management Services. (2009 – 2014). Mr. Flentge served as the Senior Technical representative and manager for environmental services associated with the CPS CIP program. All environmental services provided to CPS facilities were routed, reviewed and approved through the design management team before a CIP project is implemented. As a project team-member, EDI provided professional technical guidance, oversight and special project assessments as needed by CPS. *Mr. Thomas Clune, OWP/P | Cannon Design, 111 West Washington, Suite 2100, Chicago, IL 60602-2714, (312) 332-9600*

Chicago Housing Authority (CHA) Various Environmental Task Orders (2008 – Present). EDI was retained by the Chicago Housing Authority (CHA) to provide environmental oversight, monitoring and clearance during ACM abatement at several CHA-owned residential properties located in Chicago. The projects are located within occupied CHA multi-story residential buildings. As such, abatement often must be conducted in a phased approach, allowing for the relocation of residents as work progresses. EDI is providing abatement contractor submittal reviews and daily abatement oversight to include the collection air clearance samples. At project completion, EDI will provide a report containing pertinent documentation, appendices, photographs, logs,

and sampling data to the CHA. Mr. Flentge provides Sr. Technical direction, oversight and QA/QC review for this work. *Ms. Cynthia Brewer, Project Manager, 60 East Van Buren, 11th Floor, Chicago, IL 60605, Phone: 312-913-7344, Fax: 312-913-7631*

GSA Dirksen Federal Building – Environmental Inspection, Abatement Design and Abatement Oversight, Chicago, Illinois (2008-2014). Mr. Flentge served as Senior Technical Manager and Project Lead for environmental services at the Everett McKinley Dirksen Federal Courthouse building. The environmental inspection of this 1,400,000 square foot, 33-story, occupied building included the identification of asbestos-containing materials, lead-based painted surfaces, and other hazardous materials throughout the building that could be impacted by proposed renovation activity. Upon completion of the environmental inspection, EDI provided abatement project design specifications and drawings to abate and mitigate environmental hazards. EDI will provide onsite abatement oversight throughout the renovation activities which were phased and scheduled to occur during normal building operations without impact to tenants and building visitors. *Brett Taylor, SOM, 224 S. Michigan Ave., Ste 1000, Chicago, IL 60604, Phone (312) 360-4822, Fax 312-794-7687*

Jones Lang LaSalle for Confidential Client, Environmental Services Contract (2010 – present), Various Locations. Mr. Flentge serves as the Senior Technical manager and principal environmental health practitioner for health and safety related project. EDI is providing comprehensive environmental consulting services to Jones Lang LaSalle, primarily at the client's locations under development or renovation throughout the Chicago and greater Midwest geographic area. To date, projects have included the Phase I Environmental Site Assessment (ESAs); desk review environmental audits; removal of underground storage tank (UST) and associated IEPA LUST Closure Reporting ; the removal, the disposal of drums containing boiler room chemicals and other stored universal waste/hazardous materials; asbestos inspection and abatement oversight/air sampling; indoor air quality assessment and other general environmental consulting services as needed. *Ms. Janelle Brown, Jones Lang LaSalle, 503 N. Washington, Naperville, IL 60563, (630) 946-3861.*

UIC Office of Capital Programs, AHSB Fire Alarm and Sprinkler System Upgrades – Building 916, Applied Health Sciences Building in Chicago, IL, Project Manager (2012-2013). Mr. Flentge is the Senior Technical Quality Assurance and Quality Control manager for the limited asbestos confirmatory sampling, asbestos abatement design specifications, and the asbestos abatement oversight as part of the overall fire safety upgrade project. EDI reviewed data to identify existing asbestos containing materials (ACM) and collected limited samples based on planned upgrade work. EDI developed the asbestos abatement specifications for bidding and abatement as part of the overall project. EDI has worked closely with the design team to meet requirements for asbestos abatement. Asbestos abatement oversight of the contractor abatement activities has been completed for 75% of the project. *Brad Appier, UIC, 1140 S. Paulina, Chicago, IL (312) 996-5007, BradA@Uillinois.edu*

UIC Office of Capital Programs, SCE Pool Infill Feasibility Study – Student Services Center East, Project Manager (2012). Mr. Flentge serves as Senior Technical Manager and QA/QC review manager for this limited asbestos confirmatory sampling, asbestos abatement design specifications, and the asbestos abatement oversight as part of the overall Pool Infill Feasibility Study project. EDI reviewed data to identify existing asbestos containing materials (ACM) and collected limited samples based on planned upgrade work. EDI developed the asbestos abatement specifications for bidding and abatement as part of the overall project. EDI has worked closely with the design team to meet requirements for asbestos abatement. Asbestos abatement oversight of the contractor abatement activities has been completed for the project. *David Moehring, UIC, 1140 S. Paulina, Chicago, IL (312) 996-5200, Davidmm@Uillinois.edu*

University of Illinois at Chicago (UIC) Science and Engineering Laboratory (SEL) Renovation, Chicago, Illinois – Hazardous Materials Survey (January 2012- Present). Senior Technical Manager. Mr. Flentge served as Senior Technical Manager and QA/QC review manager for this project which included a complete assessment and identification of asbestos, lead-based paints and other hazardous materials that may be impacted during a planned renovation of the SEL building. *Debbie Burkhart, AIA, CSI, CCS, LEED AP, OWP/P | CANNONDESIGN, 111 West Washington Street, Suite 2100, Chicago, IL 60602-2714, (312) 960-8467*

LCM Architects, University of Illinois Urbana-Champaign (UIUC), Natural History Building Renovation (2013-2015). Mr. Flentge is the Senior Technical Quality Assurance and Quality Control and project lead manager for the asbestos, lead based paint, universal waste and special waste confirmatory sampling, asbestos abatement design specifications, and the asbestos abatement oversight as part of the overall building renovation. EDI has a significant Environmental and Civil Engineering role on the team lead by LCM Architects, the prime consultant contracted for the University of Illinois Urbana-Champaign's (UIUC) Natural History Building (NHB) Renovation Project, which is budgeted at \$47.9 million. 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. *Jonathan Lundeen, LCM Architects, 819 South Wabash Avenue, Suite 509, Chicago, Illinois 60605, (312)913-1717.*



**ASBESTOS
PROFESSIONAL
LICENSE**

| | | |
|------------------|---------------|----------------|
| ID NUMBER | ISSUED | EXPIRES |
| 100 - 03472 | 4/2/2015 | 05/15/2016 |

GARY P FLENTGE
329 PRAIRIEVIEW DR
OSWEGO, IL 60543



Environmental Health

| ENDORSEMENTS | TC EXPIRES |
|---------------------------|-------------------|
| SUPERVISOR/WORKER | 3/3/2016 |
| INSPECTOR | 3/13/2016 |
| MANAGEMENT PLANNER | 2/10/2016 |
| PROJECT MANAGER | 3/3/2016 |
| AIR SAMPLING PROFESSIONAL | |

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
Department of Public Health
This license is valid only when accompanied by a valid
training course certificate.



**LEAD RISK
ASSESSOR LICENSE**

| LEAD ID | ISSUED | EXPIRES |
|---------|------------|-----------|
| 001476 | 11/10/2014 | 1/31/2016 |

Gary P Flentge
329 Prairieview Drive
Oswego, IL 60543



ILLINOIS LEAD PROGRAM
Environmental Health

Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES

10/3/2017

This license issued under authority of the State
of Illinois -Department of Public Health

This license is valid only when accompanied by
a valid training course certificate

If found return to 525 W. Jefferson St Springfield, IL 62761



**LEAD SUPERVISOR
LICENSE**

| LEAD ID | ISSUED | EXPIRES |
|---------|-----------|-----------|
| 001476 | 2/23/2015 | 3/31/2016 |

Gary P Flentge
329 Prairieview Drive
Oswego, IL 60543



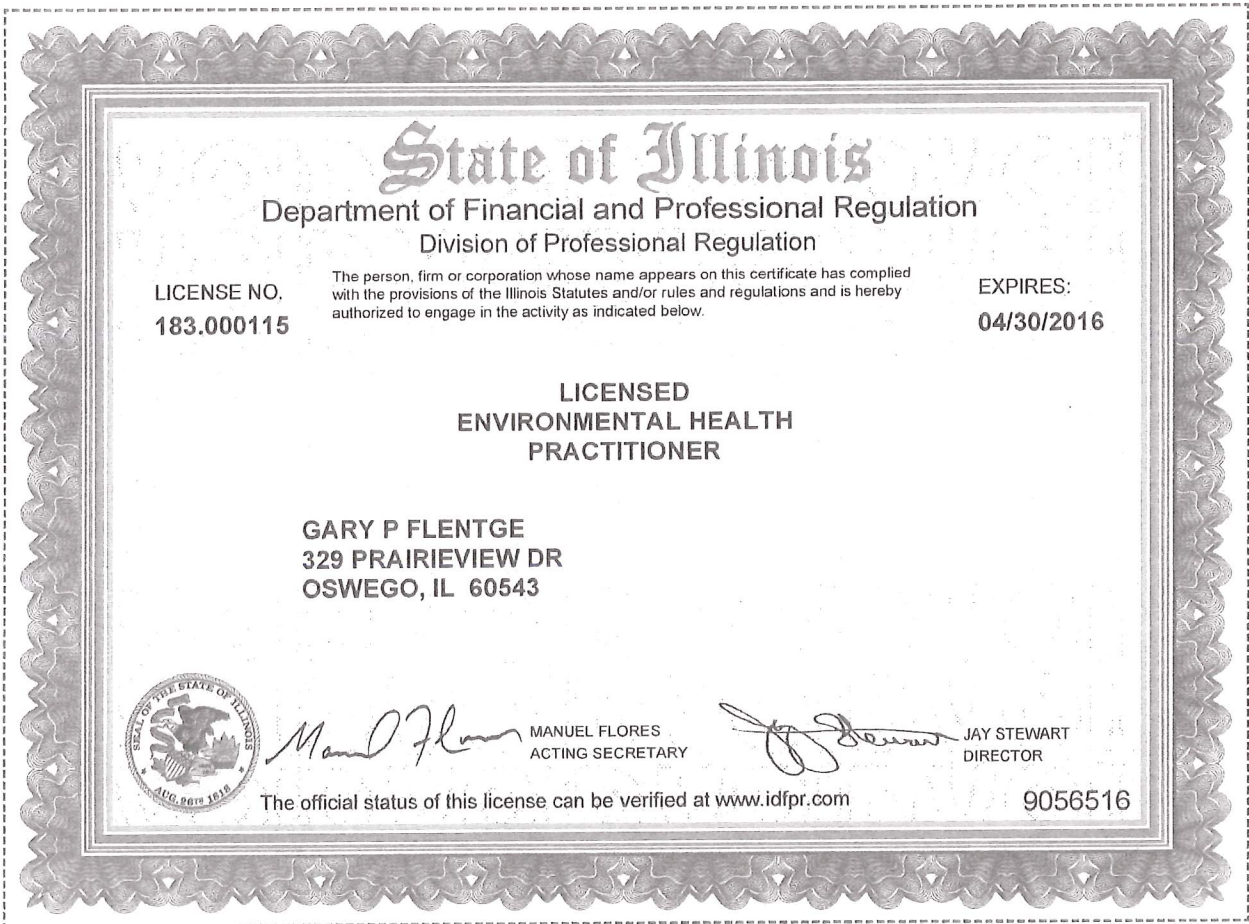
ILLINOIS LEAD PROGRAM
Environmental Health


Alteration of this license shall result in legal action
SUPERVISOR CERTIFICATE EXPIRES
2/12/2018

This license issued under authority of the State
of Illinois -Department of Public Health

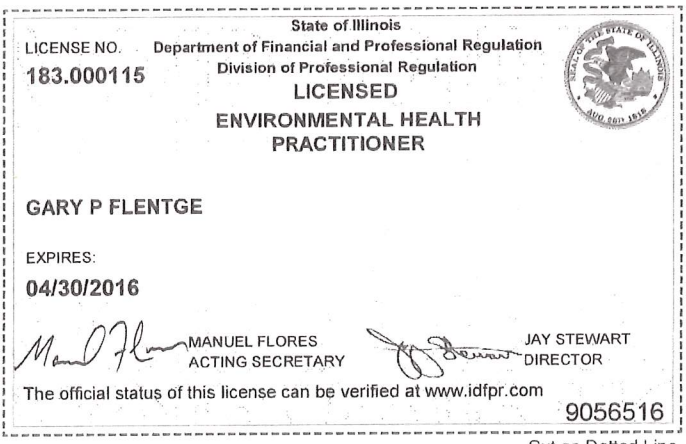
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a valid training course certificate


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Cut on Dotted Line 

For further reference, the Department is now providing a personal customer identification "Contact Number" which you may use in lieu of your social security number or FEIN number when contacting the Department. Your number is: 302322



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20140708-1/01013

BRYAN HICKMAN, CIH, CHMM CERTIFIED INDUSTRIAL HYGIENIST

Mr. Hickman has over 22 years of diverse experience in Fortune 100 corporate and manufacturing environments. His expertise is in comprehensive EHS programs, project management, policy creation, regulatory review, computer database design / programming, and quality assurance. He had repeated success in obtaining regulatory reductions from government agencies.

Key Projects

Department of the Navy, Third Party Monitoring of Asbestos Abatement, Great Lakes Naval Station, Illinois (2012). Certified Industrial Hygienist. EDI was contracted to provide Third Party Monitoring of Asbestos Abatement for Building 2C Prior to Demolition at the Great Lakes Naval Station. EDI provided review of the Asbestos Abatement contractor submittals, including review of their Work Plan for the abatement work. EDI was on site for overseeing the Abatement contractor removal and disposal in accordance with their plans. EDI conducted daily oversight and provided daily reporting in compliance with Navy's statement of work. *Ms. Jamila Garrett, Contract Specialist, NAVFAC Midwest, Naval Station Great Lakes, 201 Decatur Avenue, Building 1A, Great Lakes, IL 60088, (847) 688-2600 ext 1-241, jamila.garrett@navy.mil.*

General Growth Properties, Indoor Air Quality (IAQ), and Bacteria Sampling. (2012) Certified Industrial Hygienist. EDI holds a task order contract for the assessment, design and oversight of hazardous material abatement in multi-phase building renovations. Services provided are implemented to allow for critical building operations to be maintained during project activities. Activities include coordination with on-site private consultants, engineers and abatement specialist to assess conditions surrounding safe and effective removal of asbestos-containing insulating materials on active systems, while assuring compliance with health and safety regulations, State and federal regulations. *Sheila Adams, Vice President Environmental, Engineering Services, General Growth Properties, 110 N. Wacker Drive, Chicago, IL 60637, (312) 960-5264.*

The Community Builders, Airborne Mold Investigation, Chicago, Illinois (August 2012) Certified Industrial Hygienist. EDI was retained by The Community Builders management to assess the current status of airborne mold concentrations and possible sources that could contribute to mold growth by non-intrusive, visual means of assessment. This investigation was completed in response to the resident's concern regarding potential for interior mold growth within the living space, particularly emanating from the toilet. The investigation included airborne fungal spore sampling, visual investigation of the toilet, water infiltration into the space, the water heater, and HVAC servicing the unit as it relates to potential mold growth and impeded indoor air quality. *Manny Amaro, The Community Builders, 3859 South Vincennes, Chicago, IL (773) 373-1300*

INDUSTRIAL HYGIENE MANAGEMENT EXPERIENCE

- Conducting client compliance audits using national regulatory and internal client compliance parameters
- Conducting indoor air quality and water infiltration assessments at client properties all over North America and the Caribbean, including the commercial hospitality and large scale apartment/residential home industries
- Conducting building demolition assessments for over six-hundred commercial and residential properties
- Developing and conducting traditional industrial hygiene sampling programs for pharmaceutical, chemical, heavy automotive, large public buildings, heavy manufacturing, maritime, agricultural product manufacturing, furniture and metals industries
- Developing and conducting OSHA style audits / assessments in the following industries: pharmaceutical, chemical, heavy automotive, large public buildings, heavy manufacturing, maritime, agricultural product manufacturing, furniture and metals industries, railroad, nuclear, and electric power generation
- Recommending control strategies to reduce employee exposures to chemical substances and physical agents
- Develop industrial hygiene and safety policies, programs, and procedures

- While employed by industry, participating in monthly safety inspections for multiple sites including manufacturing, R&D, and warehousing
- Developing, programming, implementing, and successfully marketing computer systems for industrial hygiene, safety, and environmental hazardous chemical management in the areas of Worker Right-to-Know, MSDS management, chemical labeling, chemical inventory and hazardous waste management, and EPA reporting and logistics. Consultant and trainer for corporate-wide mainframe and PC applications of all types.
- Computerized occupational health, safety and industrial hygiene data. Programmed database applications for the above areas and the American Industrial Hygiene Association.
- Represent Fortune 100 pharmaceutical company at national meetings by serving on IH, environmental and training program development and steering committees
- Providing site training in HazCom, laboratory safety, respiratory protection, Lockout/Tagout, site spill response, forklifts, fire protection, evacuations, and ergonomic reviews
- Assuring site compliance with corporate, OSHA and local building codes / standards during site reconstruction

ENVIRONMENTAL MANAGEMENT EXPERIENCE

- Responsible for corporate regulatory compliance issues relating to all Federal and State regulations at over 52 pharmaceutical manufacturing facilities throughout the world representing over 63,000 employees. Providing detailed regulatory guidance and interpretation, training, and consulting to all plants (RCRA, CERCLA, SARA and OSHA)
- Interacting with government agencies, upper corporate management, plant managers, and field coordinators. Designing and orchestrating global conferences. Preparing and making presentations.
- Participating in corporate audits, real estate transactions, PRP committees, UST's, medical waste, drinking, and stormwater issues
- Maintaining corporate environmental database, and coordinating computer related activities
- Managing overall facility compliance with EHS regulations, employee safety and health, and associated programs for three separately permitted facilities that reported to the plant manager at each facility
- Interfacing with OSHA, USEPA, Illinois EPA, ATF, DOT, local sanitary district, fire departments and Corporate EHS. Prepared technical reports for EPA, IEPA, DOT, & ATF.
- Auditing hazardous waste disposal sites according to established protocols
- Maintaining site chemical inventories
- Site Supervision/Field/Remedial Experience Management Experience
- LUST removals and replacement
- Effluent stream analysis and subsequent monitoring program development
- Health and Safety Officer for sediment sampling project
- Substituting for site safety personnel when required



6015 W. St. Joseph, Ste. 102
Lansing, MI 48917
(517) 321-2638

Bryan P. Hickman, CIH

Certification Number:
6173CP
ID Number:
9035

ID Number will be required to access Web Roster
Environmental Remediation Services
Environmental Design International, Inc.

Receipt - 2012 Annual Renewal - Receipt

Date Paid: 11/30/2011
Amount Paid: \$115.00
Payment Type: MasterCard

The information below will be listed on the web roster unless you login online at <http://www.abih.org/members/index.html> to make a change.

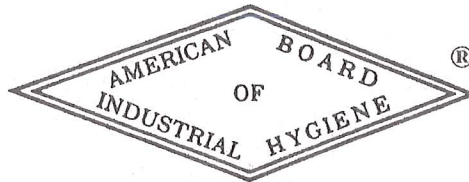
Employer:
Phone: (847) 370-5571 Ext.
Fax: 847-947-0650
Email: bphick@BryanHickman.com

Bryan P. Hickman, CIH
1430 Anthony Road
Wheeling, IL 60090

Page 56 of 111
PS2061E

The
American Board of Industrial Hygiene®

ABIH®



organized to improve the practice of Industrial Hygiene
proclaims that

Bryan P. Hickman

having met all requirements through
education, experience, and examination,
is hereby certified in the

**COMPREHENSIVE PRACTICE
of
INDUSTRIAL HYGIENE**

and has the right to use the designations

CERTIFIED INDUSTRIAL HYGIENIST

CIH

November 24, 1993

date

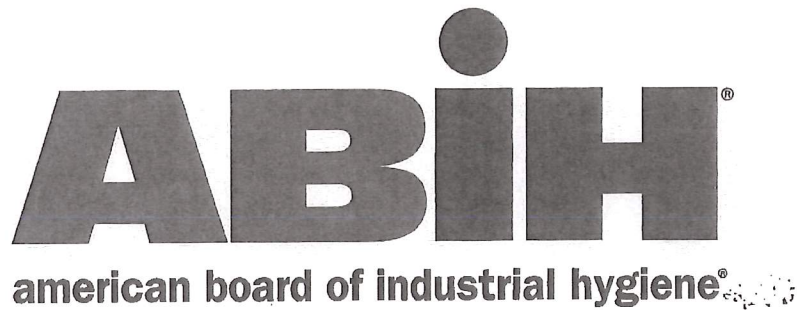
Chair ABIH

6173

Environmental Renovation/Remediation Services
Environmental Design International, Inc.
Certificate Number

Secretary ABIH Page 57 of 111
PS2061E





organized to improve the practice of industrial hygiene
proclaims that

Bryan P. Hickman

having met all requirements through
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**COMPREHENSIVE PRACTICE
of
INDUSTRIAL HYGIENE**

and has the right to use the designations

CERTIFIED INDUSTRIAL HYGIENIST

CIH

Certificate Number: 6173 CP

Awarded: November 24, 1993

Expiration Date: June 1, 2015

Chair ABIH

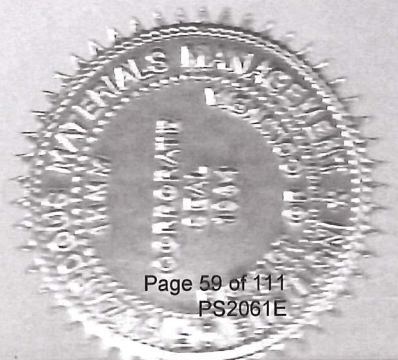
Executive Director ABIH

Institute of Hazardous Materials Management

This certifies that

Bryan P. Hickman

*has successfully met all the requirements of education,
experience and examination, and is hereby designated a
Certified Hazardous Materials Manager®*



February 1994

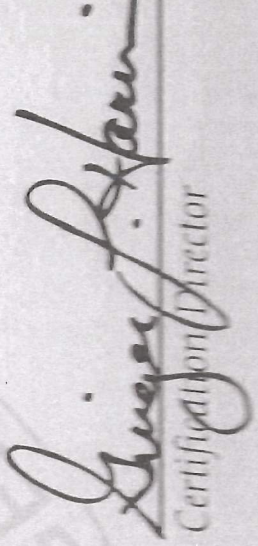
Date of Certification

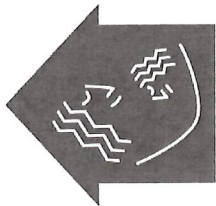
04898

Credential Number

November 23, 2015

Certification Expires


Certification Director



National Center for Healthy Housing

10320 Little Patuxent Parkway, Suite 500
Columbia, Maryland 21044
443.539.4154 • www.nchh.org

Certificate of Attendance and Successful Completion

Lead Certified Renovator Initial - English

Issued in accordance with 40 CFR 745.225

Brian Hickman
1430 Anthony Road
Wheeling, IL 60090

Certificate No. R-I-18351-11-03985



Course: 7/9/2011
Pass Date: 7/9/2011
Certificate Expiration Date: 7/9/2016

Jessica L. Lucas

Jessica L. Lucas

Training Manager, National Center for Healthy Housing

10/5/2011

Date

PAUL KYBARTAS

ASSISTANT PROJECT MANAGER / SENIOR INDUSTRIAL HYGIENIST

Mr. Kybartas is an environmental health professional with 16 years of experience, managing an array of environmental, industrial hygiene, and construction projects. He has served a wide variety of sectors, including governmental agencies at all levels, educational institutions, and industrial and commercial clients. Mr. Kybartas has extensive experience in environmental project management, building/site inspections, contaminant testing, field supervision, quality control and report writing. His background includes writing and reviewing internal and client operating procedures, in addition to continuous improvement and Quality Assurance/Quality Control programs. Mr. Kybartas' construction and environmental experience also includes concrete testing and project oversight, rebar inspecting, conducting Phase I Environmental Site Assessments (ESAs), subsurface soil and groundwater investigating, and soil sampling.

Key Projects

O'Hare Airport ATS Building #522 and surrounding structures – Environmental Inspection (January 2014). EDI was awarded a contract to provide environmental services in support of the OMP. Project work under this contract include Phase I and Phase II Environmental Site Assessments (ESAs), General Environmental Sampling, Asbestos/Hazardous Material/Universal Waste Surveys, and Confirmation Air Sampling. EDI completed hazardous materials surveys at the ATS Facility Building #522, and surrounding structures. The hazardous materials surveys consisted of the identification and quantification of lead based paint and asbestos, hazardous (and non-hazardous) materials such as PCB-containing components, mercury-containing components, chemicals, and other hazardous (and non-hazardous) materials that require removal prior to building demolition. *Doug Arends ,Assistant Technical Support Manager, O'Hare Modernization Program, 10510 West Zemke Road, Chicago, Illinois 60666*

Cook County Women's Justice Service Center – Environmental Inspection (October 2013). The environmental inspection of buildings 3 and 4 included the identification of asbestos-containing materials, lead-based painted surfaces, and other hazardous materials throughout the buildings that may be impacted by proposed renovation activity. Upon completion of the environmental inspection, EDI provided abatement project design specifications and drawings to abate and mitigate environmental hazards that will be impacted during a planned renovation. EDI will provide onsite abatement oversight throughout the renovation activities to be phased and scheduled to occur during normal building operations without impact to tenants and building visitors. *Jan Behounek, Holabird & Root, 140 South Dearborn, Chicago, IL 60603 (312) 357-1428*

Judge Slater Apartments, Sullivan Apartments, Chicago Housing Authority, Chicago, Illinois – (2012 to present), Industrial Hygienist. As a licensed asbestos project manager and air sampling professional, Mr. Kybartas is responsible for the oversight of the removal of asbestos containing materials from the building. He conducts on site project management, monitors emissions, conducts on site analyses of the air monitoring media, conducts visual inspections of the work area, and assures that correct work methods are being applied by the contractors per specifications, collect clearance samples from abatement work. Upon completion of each project, it is the responsibility of Mr. Kybartas to gather all of the necessary documentation for the completion of an Asbestos Abatement report for the client.

Chicago Housing Authority, Asbestos (ACM), Lead-Based Paint (LBP) and Hazardous Materials (HazMat) Survey, Chicago, Illinois (2010 – Present) Field Operations. Mr. Kybartas provides field operations management for ACM, LBP, and Hazmat survey 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*

University of Illinois – Urbana: Tina Weedon Smith Memorial Hall HVAC Renovation and Envelope Repair (2011) Field Operations. EDI provided comprehensive asbestos containing materials (ACM) and a hazardous materials survey, an abatement design, and a construction administration support services for the Smith Memorial Hall renovation project.

EDI conducted an initial facility survey to determine potential impacts from ACM and other hazardous materials on planned construction activities. During the schematic design phase, EDI evaluated the facility for ACM and hazardous materials and provided a report summarizing the findings of the verification and quantification inspection. For the design development phase, EDI developed a coordinated set of abatement and remediation design documents. *Mr. David Mann, AIA, LEED AP, Booth Hansen, 333 South Des Plaines Street, Chicago, IL 60661, Phone 312-869-5000 Fax 312-869-5099*

University of Illinois--Urbana Armory Classroom Repairs, Urbana, IL (January 2011 to February 2012). EDI completed a Limited Hazardous Material Survey for the University of Illinois Urbana Campus (UIUC) Armory (the building). The purpose of the inspection was to identify and quantify asbestos-containing materials (ACM), and lead-based painted (LBP) surfaces in areas of the building planned for renovation. Mr. Kybartas managed field operations for this project. *Michael Kelly, AIA, Project Manager, Tilton Kelly + Bell, 55 West Monroe Street, Suite 1975, Chicago, IL 60603, Phone (312) 447-3100 Fax 312-447-3111*

University of Illinois at Chicago (UIC) Douglas Hall Renovation, Chicago, Illinois – Asbestos Survey, Abatement Design, and Abatement Project Oversight (January 2010- June 2010). Field Operations. This project included a complete interior demolition and renovation of Douglas Hall. EDI performed a hazardous material survey, abatement design, and provided abatement oversight. *Mr. Gregory Quinn, Associate Director, Project Management, 1140 South Paulina Street, Room 218, Chicago IL 60612-7215, Phone (312) 996-3295 Fax 312-996-2853*

UIC Lecture Center F Renovation, Chicago, Illinois – Asbestos Survey, Abatement Design, and Abatement Project Oversight (January 2010- June 2010). Field Operations. This project included an interior renovation and replacement of HVAC equipment in the basement mechanical room. EDI performed a hazardous material survey, abatement design, and provided abatement oversight. *Mr. Gregory Quinn, Associate Director, Project Management, 1140 South Paulina Street, Room 218, Chicago, IL 60612-7215, Phone (312) 996-3295 Fax 312-996-2853*

City of Chicago Department of Aviation, exp US Services Inc., O'Hare International Airport Restroom Modernization Environmental Support, Chicago, IL (2012), Field Operations. This project involved Asbestos Containing Materials (ACM) and Lead Based Paint (LBP) surveys and abatement oversight services as part of renovations to the public bathrooms at O'Hare airport. Work included ACM and LBP surveys of areas affected by renovations, development of abatement specifications for inclusion in bid documents, reporting and oversight of contractor abatement activities. *Mr. Adriano Rigoni, exp US Services Inc., 205 North Michigan Avenue, Suite 3600, Chicago, IL 60601, (312) 616-4125*

Jones Lang LaSalle for Confidential Client Asbestos Survey Project/Asbestos Abatement, Villa Park, IL, November 2011 - present, Field Operations. Mr. Kybartas provided field operations services for this Hazardous Material Identification project. The goal of the project was to facilitate a renovation effort by determining if materials at the facility contain Asbestos. *Ms. Janelle Brown, Jones Lang LaSalle, (630) 946-3861*

Cedar Rapids Convention Complex, Lead Survey Report, City of Cedar Rapids, Iowa, (2011), Field Operations Manager. EDI was hired to conduct a lead survey for several buildings that are planned for demolition. The lead survey consisted of the inspection and sampling of the interior and exterior areas of the Cedar Rapids Convention Center for suspect lead-based paint. *Sandy Pumphrey, City of Cedar Rapids City Hall, Office of the City Clerk, 3851 River Ridge Dr. NE, Cedar Rapids, IA 52402, (319) 423-7025*

GSA Dirksen Federal Building – Environmental Inspection, Abatement Design and Abatement Oversight (May 2010-present), Chicago, Illinois, Senior Industrial Hygienist. Mr. Kybartas is providing environmental services at the Everett McKinley Dirksen Federal Courthouse building. The environmental inspection of this 1,400,000 square foot, 33-story, occupied building included the identification of asbestos-containing materials, lead-based painted surfaces, and other hazardous materials throughout the building that may be impacted by proposed renovation activity. Upon completion of the environmental inspection, EDI is providing abatement project design specifications and drawings to abate and mitigate environmental hazards that will be impacted during a planned multi-million dollar renovation. EDI will provide onsite abatement oversight throughout the anticipated three-year renovation activities to be phased and scheduled to occur during normal building operations without impact to tenants and building visitors. *Brett Taylor, SOM, 224 S. Michigan Ave., Ste 1000, Chicago, IL 60604, Phone (312) 360-4822 Fax 312-794-7687*

GSA John C. Kluczynski Federal Building – Environmental Inspection, Abatement Design and Abatement Oversight, Chicago, IL (2010-present) Field Operations. The environmental inspection of this 45-story, occupied building included the identification of asbestos-containing materials, lead-based painted surfaces, and other hazardous materials throughout the building that may be impacted by proposed renovation activity. Upon completion of the environmental inspection, EDI provided abatement project design specifications and drawings to abate and mitigate environmental hazards that will be impacted during a planned multi-million dollar renovation. EDI will provide onsite abatement oversight throughout the anticipated three-year renovation activities to be phased and scheduled to occur during normal building operations without impact to tenants and building visitors. *Debbie Burkhart, AIA, CSI, CCS, LEED AP, OWP/P | CANNONDESIGN, 111 West Washington Street, Suite 2100, Chicago, IL 60602-2714, (312) 960-8467*



**ASBESTOS
PROFESSIONAL
LICENSE**

ID NUMBER **ISSUED** **EXPIRES**
100 - 08451 4/10/2015 05/15/2016

PAUL S KYBARTAS
7663 WALNUT AVENUE
WOODRIDGE, IL 60517
Environmental Health



ENDORSEMENTS

TC EXPIRES

| | |
|---------------------------|-----------|
| INSPECTOR | 3/13/2016 |
| MANAGEMENT PLANNER | 3/30/2016 |
| PROJECT MANAGER | 9/6/2015 |
| AIR SAMPLING PROFESSIONAL | |

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
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**LEAD RISK
ASSESSOR LICENSE**

| LEAD ID | ISSUED | EXPIRES |
|---------|----------|-----------|
| 006379 | 2/3/2015 | 1/31/2016 |

Paul S Kybartas
7663 Walnut Ave.
Woodridge, IL 60517



ILLINOIS LEAD PROGRAM
Environmental Health

JARRETT M. LAND

INDUSTRIAL HYGIENIST

Mr. Land has over 4 years of experience in the industrial hygiene and environmental consulting field. His areas of knowledge include asbestos building inspections, asbestos project management, air sampling, lead-based paint inspection and hazard assessment, general indoor hazardous materials surveys, environmental construction inspection and remediation site oversight.

Key Projects

Chicago Housing Authority, Judge Slater Apartments Environmental Services, Chicago, Illinois – (2012 to present), Industrial Hygienist. As a licensed asbestos project manager and air sampling professional, Mr. Land is responsible for the oversight of the removal of asbestos containing materials from the building. He conducts on site project management, monitors emissions, conducts on site analyses of the air monitoring media, conducts visual inspections of the work area, and assures that correct work methods are being applied by the contractors per specifications, collect clearance samples from abatement work. Upon completion of each project, it is the responsibility of Mr. Land to gather all of the necessary documentation for the completion of an Asbestos Abatement report for the client. *Ms. Cynthia Brewer, Project Manager, CHA, 60 East Van Buren, 11th Floor, Chicago, IL 60605, Phone: 312-913-7344, Fax: 312-913-7631, CBrewer@thecha.org*

SunPower Corporation, Systems, West Pullman Industrial Area, Environmental Services, Chicago, IL, (September 2009 – December 2009), Air Monitoring Technician.

Mr. Land provided perimeter air monitoring for the development of the nation's largest urban solar power plant. The plant's 32,800 solar panels are installed on 39 acres on Chicago's Southside. EDI was retained to provide geotechnical services including surveying for boring locations, subsurface exploration, laboratory analysis, and geotechnical engineering reporting. *Mr. Josh Meyers, Project Manager, SunPower Corporation, Systems, 1414 Harbour Way South, Richmond, California 94804, (510) 260-8553.*

City Colleges of Chicago, Kennedy-King College Environmental Services, (July 2009 to 2012), Field Technician. Mr. Land has performed perimeter air monitoring at this site and asbestos sampling. EDI is conducting hazardous materials survey of the site buildings, associated laboratories, and accessible underground utilities tunnels (if present). This work includes the development of a site specific HASP, Asbestos Quantification to quantify ACMs not previously identified, and Abatement Specifications Development. EDI is also conducting perimeter environmental air monitoring for the presence of elevated levels of particulates, lead dust, silica, and polynuclear aromatic hydrocarbons. EDI will continue to perform perimeter environmental monitoring and sampling during the demolition and soil remediation activities. *exp (formerly Teng and Associates), Ms. Azalynn May, Project Manager, 205 N. Michigan Avenue, Chicago, Illinois 60601 (312) 616-6198.*

Chicago Housing Authority (CHA), Washington Park Homes Environmental Services, Chicago, IL, (January 2009), Asbestos Building Inspector. Mr. Land serves as a licensed Illinois Department of Public Health asbestos building inspector to inspect multiple residential properties for asbestos. His duties included setting up inspection schedules, conducting field inspection activities, reviewing previous documents to develop a sampling strategy, and supplying client with necessary documentation. *Mr. Anthony Akindel, Nia Architects, Inc., 1130 South Wabash Avenue, Suite 200, Chicago, Illinois 60605, (312)431-9515*

EHC Industries Inc., Environmental Services, (January 2009) Air Sampling Professional. Mr. Land serves as a licensed air sampling professional for EHC Industries providing phase contrast microscopy clearance sampling for the conclusion of an ongoing asbestos abatement project within the Association House. His duties include performing air sampling activities, reading PCM clearance slides with a microscope in the laboratory, completing final clearance air sampling report writing and client notification for re-occupying the abatement area within property. *Mr. Mike Eschenbaum, EHC Industries Inc., 366 Hollow Hill Drive, Wauconda, IL 60084, (847) 456-8565.*

DuSable Museum of African American History, Environmental Services, Chicago, IL, (November 2008). Asbestos Project Manager, Lead Field Technician. Mr. Land serves as an asbestos abatement project manager overseeing the asbestos removal within the roundhouse at DuSable Museum. His duties included collecting contractor submittals and licensing, implementing Illinois Department of Public Health and U.S. Environmental Protection Agency (USEPA) regulations and standards, daily containment checks and daily record keeping. On this job site Mr. Land also acted as a Lead Field Technician. His duties included assisting a licensed Lead Risk Assessor monitor and assess lead-based paint removal activities. *Ms. Marilyn Hunter, Administrative Managing Director, 740 East 56th Place, Chicago, IL 60637, (773) 947-0600*

Department of Veterans Affairs (VA) Westside Hospital Environmental Services, Chicago, IL, (November 2008), Project Manager. Mr. Land serves as a licensed Illinois Department of Public Health Asbestos Project Manager for the

drilling of asbestos-containing laboratory table tops at Chicago's Westside VA Hospital as a part of the pharmacy expansion project. His duties include taking quality control air samples and monitoring USEPA regulated work activities of the abatement contractor. *Mr. Derrick Morrison, COTR, Industrial Hygiene Manager/ GEMS Coordinator, Jesse Brown VAMC, 7731 S. Halsted street Room: 240, Chicago IL. 60620, Phone (773) 962-3740 Fax (773) 962-3750*

Chicago Housing Authority, Madden Wells Reconstruction Environmental Services, (March 2007 – February 2009), Environmental Field Technician. Mr. Land's duties included monitoring all imported and exported materials, including soil, sand, and stone, that were a part of excavated areas onsite and gathering updated documentation on material composition and possible hazardous toxin levels, material origin and location of use. *Ms. Diane Martin, CHA, 60 East Van Buren, 13th Floor, Chicago, IL 60605, (312) 913-7606*

Cook County Office of Capital Planning and Policy, Old Cook County Hospital Demolition, Chicago, Illinois, (2006), Field Technician. Mr. Land was a field technician for the asbestos abatement oversight team on the project. The project involved the coordination and execution of a demolition survey of the Old Cook County Hospital, the Children's Hospital, the old existing Power Plant, and the Electrical Buildings. The buildings to be demolished range from four to eight stories with penthouses, roofs, basements and a tunnel system that connects three buildings scheduled for demolition. Buildings and systems were systematically broken up into homogeneous sampling areas (HA) and bulk samples for each HA were taken. Samples were analyzed by polarized light microscopy (PLM). Asbestos containing building materials (ACBM) were identified and asbestos abatement designs were developed based on PLM results. Cost estimates were also developed based on sampling data and asbestos abatement designs. *Bruce Washington, Director, Office of Capital Planning and Policy of Cook County, 69 W. Washington, 30th Floor, Chicago, Illinois 60602, (312) 603-0300, (312) 603-9998 Fax*

Chicago Public Schools, Capital Improvement Plan, Environmental Services, (2006), Multiple Sites, Chicago, IL, Field Technician/Environmental Consultant (MEC). Performed duties for environmental projects in the Capital Improvement Program (CIP), Major Capital Renovations (MCR) and environmental emergency response. Multiple sites involved. Participated with a team in performing AHERA Three-Year Building Re-inspections for previously identified asbestos-containing materials, per AHERA protocol. Responsibilities included verifying ACM inventory, assessing the condition of each material, and determining appropriate response actions based on material condition. Inspected and estimated square footage of new and/or previously uninspected building space. Developed an Illinois Department of Public Health report for each re-inspected facility, which addressed all required elements of AHERA. Activities included: building inspections and assessments; emergency response; asbestos and lead abatement project designs; obtaining contractor bids; overseeing construction; and conducting public relations.

Dirksen Federal Courthouse Renovation, Environmental Services, (2006 – present), Asbestos/Lead Building Inspector, (2006 to present). Mr. Land is a field technician and lead project manager for lead and asbestos survey and design for the courthouse fire system and HVAC system renovation project. Activities include: setting up inspection schedules, participating in field activities, reviewing previous documents to develop a sampling strategy, and supplying client with necessary documentation. *Brett Taylor, SOM, 224 S. Michigan Ave., Ste 1000, Chicago, IL 60604, 312-360-4822, (312) 794-7687*

Chicago Housing Authority (CHA), Environmental Services, (2006), Multiple Sites, Chicago, IL, Environmental Consultant. Mr. Land conducted Indoor Air Quality (IAQ) Assessments at multiple CHA sites. The purpose of the perimeter monitoring during demolition at these sites is to address concerns raised regarding demolition site air quality conditions at the site. Based on observations and information obtained during the initial site visit, and results of sampling, Mr. Land performed measurements of targeted IAQ parameters in the building for carbon dioxide, temperature, and humidity.

U.S. Coast Guard, Station House, Environmental Services, Sheboygan, WI., (August 2006), Field Technician. Mr. Land was a member of Asbestos/Lead Inspection team whose purpose was to evaluate the environmental aspects of the renovation project to take place at the Station House for the United States Coast Guard (USGC). His responsibilities included: Assisting an IDPH licensed professional sample suspected asbestos containing material, sample suspected lead based painted surfaces, maintain a photo log of all sampling activities, and complete final report.

Chicago Department of Water Management, Central Park Pumping Station Renovation, Chicago, IL, (October 2006), Field Technician. Mr. Land is the lead field technician for the environmental portion of the renovations to take place at the Central Park Pump Station located in Chicago, Illinois. Mr. Land was responsible for assisting an IDPH licensed professional sample suspected asbestos containing material, sample suspected lead based painted surfaces, maintain a photo log of all sampling activities, complete final asbestos and lead sampling report writing and abatement design specification to be used by the client. *Mr. Dipak Shah, Project Manager, Rubinos & Mesia Engineers, 200 South Michigan Avenue, Suite 1500, Chicago, Illinois 60604, (312) 870-6615.*



**ASBESTOS
PROFESSIONAL
LICENSE**

ID NUMBER **ISSUED** **EXPIRES**
100 - 11233 **5/21/2014** **05/15/2015**

JARRETT M LAND
6139 SOUTH LOOMIS BLVD
CHICAGO, IL 60638



Environmental Health

ENDORSEMENTS

TC EXPIRES

INSPECTOR

11/22/2014

**PROJECT MANAGER
AIR SAMPLING PROFESSIONAL**

8/17/2014

**Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
Department of Public Health**

**This license is valid only when accompanied by a valid
training course certificate.**

RANDOLPH LIVINGSTON

SENIOR INDUSTRIAL HYGIENIST

Mr. Livingston has over 32 years of environmental, safety, and Indoor Air Quality (IAQ)/industrial hygiene experience. His areas of knowledge include the following: IAQ surveys; industrial hygiene workplace monitoring for airborne, surface, chemical or biological contaminants of metals, volatile organic compounds (VOCs), polychlorinated biphenyls (PCBs), diesel fume, asbestos/lead, mercury and mold, consulting services, environmental consulting, safety consulting, and project management. As an air sampling professional, he has performed personal, area, background, and final clearance air monitoring. He has collected samples for PCB analysis, performed mercury inspections and air monitoring, investigated CERCLA Superfund uncontrolled and/or potential hazardous waste sites throughout USEPA Region V, and he has performed final air testing for mold and mercury clearance in public schools and private residential properties, as well as radon testing.

Key Projects

Public Building Commission, Alexander Graham Bell Elementary School, Chicago, IL (2012-2013), Senior Industrial Hygienist. Mr. Livingston was lead project manager for the school renovation and/or upgrade project which included Asbestos, Lead-Based Paint and Hazard Materials Environmental Inspections/Surveys and Asbestos Abatement/Removal and Lead-Based Paint Abatement/Mitigation Oversight. Mr. Livingston managed Indoor Air Quality (IAQ) and environmental inspections for the renovation project to determine the potential health concerns of building occupants at the school. He performed IAQ surveys, asbestos, LBP and hazard material inspections, and project management for multiple roles for the work performed.

Chicago Public Schools (CPS), Regions 3 and 4 Renovation and/or Upgrade, (1998 – 2007), Chicago, IL, Senior Industrial Hygienist. As Senior Industrial Hygienist, Mr. Livingston was lead project manager for several school renovation and/or upgrade projects for CPS throughout Regions 3 and 4. Mr. Livingston managed Indoor Air Quality (IAQ) and environmental inspections for renovation projects to determine the potential health concerns of building occupants at the schools located throughout regions 3 and 4. He performed IAQ surveys, asbestos, LBP inspections, mold and mercury air monitoring, and project management for multiple roles for the work performed for the CPS. In addition, Mr. Livingston wrote management plans for the schools in regions 3 and 4.

Dirksen Federal Building, Environmental Services, Chicago, IL, (2010-2014), Senior Industrial Hygienist. Mr. Livingston served as onsite Lead Project Manager and air sampling Professional Director, and oversaw hazardous material abatement activities at the Everett McKinley Dirksen Federal Court House Building, including the removal of asbestos, lead-based paint, PCB light ballasts, mercury fluorescent light bulbs, and other hazardous materials throughout various floors for the renovation project. Abatement activities required coordination around active common areas, corridors, mechanical rooms, offices, hearing rooms, court rooms, and judge chambers. Mr. Livingston monitored the abatement of asbestos materials including spray-on fire proofing surfacing material, floor tile, floor tile associated mastic, thermal system insulation (TSI) fittings, PCBs light ballasts and mercury fluorescent light bulbs and lead based paint (LBP). Livingston conducted project management oversight and air sampling. Mr. Livingston monitored the Perimeter induction Units mastic abatement activities. Mr. Livingston was responsible for scheduling personnel to cover shifts. Mr. Livingston coordinated with contractors for site abatement activities. Mr. Livingston managed the asbestos abatement project which included making sure that it was in compliance with all applicable Federal, IL State, and Local regulations. In addition, the project task included collecting air samples for areas and negative air exhaust and final clearance air samples utilizing TEM and/or PCM air sample methods. All PCM air samples were analyzed on site by the Project Manager/Air Sampling Professional.

Chicago Housing Authority (CHA), Sullivan and Slater Senior Apartment Buildings, Environmental Services, Chicago, IL, (2011-2013), Senior Industrial Hygienist. As Senior Industrial Hygienist, Mr. Livingston conducted asbestos abatement/removal oversight for thermal system insulation fittings, drywall tape and compound, floor tile, and associated mastic for the apartment buildings/houses developments scheduled for renovation and/or upgrade projects. Mr. Livingston managed the asbestos abatement project, which included making sure that it was in compliance with all applicable Federal, IL State, and Local regulations. In addition, the project task included collecting air samples for areas and negative air exhaust. All air samples were analyzed on site by the Project Manager/Air Sampling Professional.

Chicago Housing Authority (CHA), Washington Park Homes Remediation, Chicago, IL, Senior Industrial Hygienist (2010). As Senior Industrial Hygienist, Mr. Livingston conducted asbestos abatement/removal oversight for thermal system insulation

fittings, drywall tape and compound, floor tile, and associated mastic for row houses developments scheduled for renovation and/or upgrade projects. Mr. Livingston managed the asbestos abatement project, which included making sure that it was in compliance with all applicable Federal, IL State, and Local regulations. In addition, the project task included collecting air samples for areas and negative air exhaust. All air samples were analyzed on site by the Project Manager/Air Sampling Professional.

UIUC Natural History Building U14095, Environmental Services, Urbana, IL, (2014-2015), Senior Industrial Hygienist. Mr. Livingston served as onsite Lead Project Manager and air sampling Professional Director, and oversaw hazardous material abatement activities at the Natural History Building, including the removal of asbestos, lead-based paint, PCB light ballasts, mercury fluorescent light bulbs, and other hazardous materials throughout the entire building all levels 1, 2, 3, 4, 5 and attic and green house for the renovation project. Mr. Livingston monitored the abatement of asbestos materials including floor tile, floor tile associated mastic, thermal system insulation (TSI) fittings, PCBs light ballasts and mercury fluorescent light bulbs and lead based paint (LBP). Livingston conducted project management oversight and air sampling. Mr. Livingston was responsible for scheduling personnel to cover shifts. Mr. Livingston coordinated with contractors for site abatement activities. Mr. Livingston managed the asbestos abatement project which included making sure that it was in compliance with all applicable Federal, IL State, and Local regulations. The project task also included collecting air samples for areas and negative air exhaust and final clearance air samples utilizing PCM air sample methods. All PCM air samples were analyzed on site by the Project Manager/Air Sampling Professional. In addition, Mr. Livingston monitored the cinder fill excavation and removal activities.

Chicago Housing Authority (CHA), Washington Park Homes, Environmental Services, (2009), Chicago, IL, Senior Industrial Hygienist. Mr. Livingston served as Senior Industrial Hygienist and Site Manager to perform a hazardous material survey that consisted of an inspection to identify suspect asbestos containing materials (ACM), lead-based paint (LBP), mercury-containing devices (MCD), and PCB containing devices. The hazardous material survey was conducted at 4010-24/4033-43 South Wabash Avenue, 4023-29B South Michigan Avenue, 5120 South Blackstone, 5604-12 South Dorchester and 1500-10/1512-18 East 62nd Street, Chicago, IL. The ACM survey was performed in compliance with Environmental Protection Agency (EPA) requirements. The LBP survey was conducted following a modified and limited sampling plan based on the U.S. Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of LBP Hazards in Housing (1995 and 1997 Revision). An x-ray fluorescence (XRF) analyzer was used for this survey. The MCD and PCB survey consisted of a visual evaluation and identification of suspect devices throughout the survey area. All hazardous material survey results were compiled and utilized to develop abatement specifications to properly and safely remove and dispose of hazardous materials that would be impacted during planned renovations. Survey and abatement specifications were completed and delivered on an expedited schedule of less than 2-weeks from notice to proceed to support previously issued construction bidding documents. *Mr. Anthony Akindele, AIA Principal, NIA Architects, Inc., 1130 South Wabash Avenue, Suite 200, Chicago, IL (312) 431-9515*

City of Chicago Department of Aviation, O'Hare International Airport Modernization Program (OMP), Existing South Pump Station Building, Chicago, IL, (2009), Senior Industrial Hygienist. Mr. Livingston performed an asbestos-containing material (ACM) and lead-based paint (LBP) survey. The ACM and LBP survey consisted of an inspection to identify suspect ACM and LBP components that would require abatement prior to facility demolition. The hazardous material survey was performed at O'Hare International Airport during normal flight operations and was coordinated to not interfere with daily flight line operations. The ACM survey was performed in compliance with Environmental Protection Agency (EPA) requirements. The LBP survey was conducted following a modified sampling plan based on the U.S. Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of LBP Hazards in Housing (1995 and 1997 Revision). An x-ray fluorescence (XRF) analyzer was used for this survey. *Mr. Pat Winterberger, Kiewit, P.O. Box 66256, Chicago, IL 60666, (773) 917-2227*

U.S. Department of Veterans Affairs (VA), Jesse Brown Medical Center Building, Environmental Services, (2013), Chicago, IL, Senior Industrial Hygienist. Mr. Livingston was Senior Industrial Hygienist for a Limited Indoor Air Quality Survey (IAQO) monitoring/survey and EtO exposure control awareness training at the Jesse Brown Veterans Administration Medical Center Building. Mr. Livingston collected air samples to determine if airborne concentrations of formaldehyde, methyl alcohol and xylene were within the 2nd floor Morgue Area and 4th floor Pathology laboratory. The air samples were collected to determine whether workers were exposed to airborne concentrations exceeding the OSHA PEL as an 8-hour TWA and the OSHA short term exposure limit (STEL) or ACGIH STEL. Mr. Livingston also collected air samples to determine if airborne concentrations of ethylene Oxide (EtO) was within the SPD work area. The air monitoring was performed to determine concentrations of EtO and compare results to the OSHA PEL as an 8-TWA and OSHA, STEL. In addition, Mr. Livingston performed EtO exposure control awareness training.

Chicago Housing Authority (CHA), Environmental Services, Multiple Housing Developments, Chicago, IL, (2010-2013), Senior Industrial Hygienist. As Senior Industrial Hygienist, Mr. Livingston conducted environmental hazard surveys for various housing developments scheduled for renovation and/or upgrade projects for the Chicago Housing Authority (CHA) throughout the south side of the City of Chicago. The hazard surveys included asbestos, lead-based paint, mold and hazard material inspections. *Harley Ellis Devereaux, Chicago, IL.*



**ASBESTOS
PROFESSIONAL
LICENSE**

ID NUMBER **ISSUED** **EXPIRES**
100 - 01934 4/1/2015 05/15/2016

RANDOLPH LIVINGSTON
9549 S. EUCLID AVE
CHICAGO, IL 60617



Environmental Health

ENDORSEMENTS

TC EXPIRES

| | |
|---------------------------|-----------|
| INSPECTOR | 1/9/2016 |
| MANAGEMENT PLANNER | 3/16/2016 |
| PROJECT MANAGER | 8/16/2015 |
| AIR SAMPLING PROFESSIONAL | |

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**LEAD RISK
ASSESSOR LICENSE**

LEAD ID ISSUED EXPIRES
003274 12/18/2014 1/31/2016

Randolph Livingston
9549 S Euclid Avenue
Chicago, IL 60617



ILLINOIS LEAD PROGRAM
Environmental Health

Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES
11/6/2017

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of Illinois -Department of Public Health
This license is valid only when accompanied by
a valid training course certificate
If found return to 525 W. Jefferson St Springfield, IL 62761

FELIX R. MORAN, PE

PROJECT MANAGER/SENIOR ENVIRONMENTAL ENGINEER

Mr. Moran is an Illinois-registered, Spanish bilingual engineer with over 21 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

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 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.

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*

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.



**ASBESTOS
PROFESSIONAL
LICENSE**

ID NUMBER **ISSUED** **EXPIRES**
100 - 19402 4/6/2015 05/15/2016

FELIX R MORAN
2730 DELAWARE LANE
LINDENHURST, IL 60046



Environmental Health

ENDORSEMENTS

TC EXPIRES

PROJECT DESIGNER

9/17/2015

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
Department of Public Health
This license is valid only when accompanied by a valid
training course certificate.

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

8167997

Cut on Dotted Line ✂

EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

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 12th 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)

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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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 |
|------|-------|
| | |
| | |
| | |
| | |
| | |

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 th 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 |



Environmental Design
International inc.

Updated: January 2016

CURRENT CORPORATE OFFICERS (continued)

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

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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CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

- 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.

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.

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^s, (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.

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

312-345-1400

Telephone Number

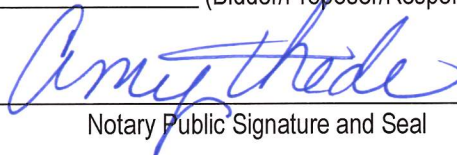
State of Illinois

County of Cook

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

Environmental Design International inc. (Name) as President (Title) of

Environmental Design International inc. (Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal

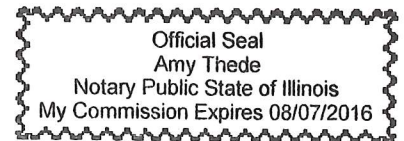


EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Environmental Renovation/Demolition Services-PS2061E

Description or goods or services to be provided under Contract:

Environmental Renovation/Demolition 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:

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

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

The Consultant understands and agrees as follows:

- 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)

1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

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

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

4. Determining MBE/WBE Utilization

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

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

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

5. Submission of Bid Proposals

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

6. Evaluation of Compliance Proposals

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

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

7. Request for Waiver

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

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

8. Failure To Achieve Goals

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

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

9. Reporting and Record-Keeping Requirements

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

10. Disqualification of MBE or WBE

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

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

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

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

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

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

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

13. Non-Compliance

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

14. Severability

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

SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of Joint Venture _____

2. Address of Joint Venture _____

3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

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

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

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

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

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

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

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions: _____

B. Management decisions such as:

1. Estimating: _____

2. Marketing/Sales: _____

C. Hiring and firing of management personnel: _____

D. Purchasing of major items or supplies: _____

E. Supervision of field operations: _____

F. Supervision of office personnel: _____

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

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

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

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this ____ day of _____, 20__

On this ____ day of _____, 20__

before me appeared (Name)

before me appeared (Name)

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

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

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

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

Notary Public

Notary Public

Commission expires:

Commission expires:

(SEAL)

(SEAL)

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____

(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago

(Name of Bidder)

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

_____ a Sole Proprietor

_____ a Corporation

_____ a Partnership

_____ a Joint Venture

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

BY:

Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____

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

Name of Project: _____

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

 Title and duly authorized representative of

 Name of General Contractor whose address is

 in the City of _____, State of _____

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

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

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

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

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

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____