

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**AGREEMENT  
CONTRACT NUMBER PS1201  
WITH  
GSG CONSULTANTS, INC.  
TO PROVIDE  
ENVIRONMENTAL SITE ASSESSMENT SERVICES  
FOR  
KELLY CURIE GAGE PARK AREA HIGH SCHOOL  
VICINITY OF 53rd and ST. LOUIS AVENUE  
CHICAGO, ILLINOIS**

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**Mayor Richard M. Daley  
Chairman**

**Montel M. Gayles  
Executive Director**

**Richard J. Daley Center, Room 200  
50 West Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)**

**EXECUTION PAGE**

**ENVIRONMENTAL SITE ASSESSMENT  
KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL  
VICINITY OF 53RD AND ST. LOUIS AVENUE  
CHICAGO, ILLINOIS  
PS1201**

**THIS AGREEMENT** effective as of November 9, 2007, 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 GSG Consultants, Inc., an Illinois corporation with offices at 855 W. Adams, Suite 200, Chicago, IL 60607, (the "**Consultant**"), at Chicago, Illinois.

**Background Information - Recitals:**

**Whereas**, The Commission on behalf of the Chicago Public Schools (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of the following facility or facilities in Chicago, Illinois described in Schedule A attached to the Agreement (the "**Project**");

**Kelly Curie Gage Park Area High School**

**Whereas**, the Commission requires certain professional services described in the Agreement, in connection with the Project and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services. The Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

**Whereas**, the Consultant has consulted with the Commission and the User Agency, made site inspections, and taken such other actions as the Consultant deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Consultant represents that it is qualified and competent by education, training and experience to prepare drawings, specifications and construction documents necessary to complete the Project in accordance with standards of reasonable professional skill and diligence.

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

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

SIGNED on: 12 / 07 / 2007

PUBLIC BUILDING COMMISSION OF CHICAGO

Montel M. Gayles  
Montel M. Gayles  
Executive Director

Date: 12-7-7

ATTEST:

Edgwick Johnson  
Edgwick Johnson - Secretary

CONSULTANT: BSG Consultants, Inc.:

[Signature]  
Principal

Date: NOV-14-07

AFFIX CORPORATE  
SEAL, IF ANY, HERE

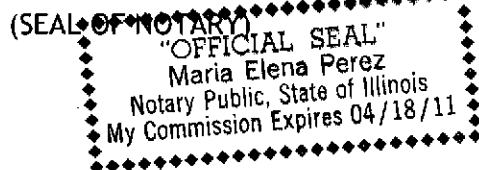
County of: Cook

State of: Illinois

Subscribed and sworn to before me by Guillermo Garcia and \_\_\_\_\_  
on behalf of Consultant this 14<sup>th</sup> day of Nov., 2007.

Maria Elena Perez  
Notary Public

My Commission expires: 04-18-2011



**ENVIRONMENTAL SITE ASSESSMENT  
KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL  
PS1201**

**TERMS AND CONDITIONS**

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

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

b. **Commission** as herein referred to shall include the Public Building Commission of Chicago, the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director of Construction, Managing Architect, Project Manager, or designated consultant or consultants, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.

c. **Contract Documents** consists of all of the component parts of the Contract between the Commission and the General Contractor for the construction and improvement of the Project including, without limitation, the general and special conditions, technical specifications, drawings, addenda, bulletins and modifications thereto.

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

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

f. **Project** means the construction and/or improvement of the facility or facilities specified in this Agreement.

g. **Services** means, collectively, the services, duties and responsibilities that are necessary to allow the Consultant to provide the Services required by the Commission under this agreement.

h. **Sub-consultant** means a firm hired by the Consultant to perform professional services related to the construction and/or improvement of the Project.

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

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

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

a. Project Documents. The plans and specifications for the Project, to the extent that plans and specifications for the Project have been prepared, as set forth and described in this Agreement (the "Project Documents").

b. Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

3. 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 environmental consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. If in the course of performing the Services, Consultant identifies any environmental condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission. The Consultant further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Agreement.

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

d. Confidentiality. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User

Agency. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Consultant must at all times act in the best interests of the Commission and User Agency consistent with Consultant's professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission.

e. 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.

f. Limitations on Sub-Consultants. Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

g. 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.

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

#### 4. 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 Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2004, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the

Commission. The Consultant will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. Employment Procedures, Preferences and Compliances. Salaries of employees of Consultant performing work under this Agreement 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. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Consultant agrees to use best efforts to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

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

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

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

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

h. 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.

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

5. Term.

a. The term of this Agreement shall begin upon the final execution of this Agreement, and, subject to the provisions of subparagraph (b) below, shall expire upon completion of the Services and acceptance thereof by the Commission or, if the Services are of an ongoing nature, on the completion date specified in such Request for Services. The Commission and the Consultant may, from time to time, by mutual agreement, extend the term of this Agreement by amending this Agreement.

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



may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

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

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

7. 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 3 (e) 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, the Commission may furnish, or may authorize the Consultant to obtain from a company or companies approved by the Commission as Reimbursable Expenses: (i) a certified survey of the site or sites; (ii) information concerning locations, dimensions and data pertaining to existing buildings and other improvements; (iii) title information; (iv) information concerning available service and utility lines; and (v) results of test borings and other information concerning subsoil conditions.

d. Tests and Reports. To the extent required for the Consultant to perform the Services, the Commission may furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports; however, the Commission may authorize the Consultant to procure such tests and reports from Sub-Consultants, which must be approved by the Commission. The costs of such Sub-Consultants shall be payable as Reimbursable

Expenses.

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

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

g. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the Commission including copyrights as described in Section 3(m) above.

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

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

9. 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 Schedule D of this agreement

10. 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 give 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.

#### 11. Disputes.

a. General. All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including

without limitation questions concerning permissibility of compensation, and all claims for alleged breach of contract, shall be presented in writing to the Executive Director for final determination.

b. Procedure. Requests for determination of disputes will be made by the Consultant in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Consultant and the Project Manager; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Consultant will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have thirty (30) business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Project Manager to respond will not be deemed to be an admission of any allegations made in the request for dispute resolution, but will be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Consultant that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. Consultant must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court.

The Consultant will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination will be complied with pending final resolution of the dispute.

12. 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 or the Services.

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

14. Personnel. The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of

such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.

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

16. Miscellaneous.

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

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

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

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

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

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

party in the manner provided in this subparagraph.

g. Reimbursable Expenses. Reimbursable expenses includes those actual expenditures, as identified in Schedule C to this Agreement, which are made by the Consultant and payable by the Commission.

i. 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.

j. 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.

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

**SCHEDULES FOLLOW.**

**SCHEDULE A**  
**SCOPE OF SERVICES**  
**ENVIRONMENTAL SITE ASSESSMENT**  
**KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL**  
**VICINITY OF 53RD AND ST. LOUIS AVENUE**  
**CHICAGO, ILLINOIS**

The Consultant will provide all Services required for an extended Phase I environmental site assessment (ESA) which includes completing Phase I ESA as shown below in Task 1 and providing scoping level cost information for Phase II ESA if that phase is also implemented. The Commencement Date of Services will be established by **final execution date of the Agreement** and issuance of a notice to begin the Services ("Notice to Proceed" or "NTP") by the Authorized Commission Representative whichever is later to occur. The term of this Agreement will expire when all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission. All work must be completed by December 31, 2007 based on the rates proposed.

**SCOPE OF WORK:**

Project Name: Kelly, Curie, Gage Park Area High School  
PBC Project No.: PS1201  
Project Address: 53rd and St. Louis Chicago, Illinois

**1) Task 1: Phase I Environmental Site Assessment**

- a) The Purpose of Phase I environmental site assessment (ESA) is used to identify any recognized environmental conditions (RECs) in connection with historical or current activities associated with the site. Therefore, the objective of the Phase I ESA is to identify conditions indicative of releases and/or threatened releases of hazardous substances on, at, in or to the site under assessment. This ESA must be performed in accordance with ASTM E 1527-05 and is completed without any intrusive activities (i.e., sampling).

**Consultant should use the following contact information on adjacent owners, per ASTM E 1527-05:**

Canadian National Railroad: Devin Sprinkle 708.332.3514 (property to the north)  
Board of Education: Lynn Crivello 773.553.3113 (property to the south)

The federal rule recognizes the ASTM E 1527-05 standard as an acceptable guidance document for satisfying the "All Appropriate Inquires" (AAI) and took effect in November 2006.

- b) Activities involved in the Phase I ESA for PBC follow certain specific protocols and include but are not limited to: (1) a tour of the site with photographs (street level) and interviews only with PBC approved list of people; this list is to be generated either by the consultant and pre-approved by PBC as individuals associated with or having

knowledge with the past and present site operations, or provided by PBC in writing as appropriate persons to interview; (2) a review and evaluation of available current and historical information pertinent to environmental conditions on the property; (3) a review of available financial records (such as any liens against the property) and environmental records such as those from state, federal and local sources as well as an EDR or similar database search; and (4) development of the Phase I ESA Investigation Report with all supporting documents as appendixes.

**2) Task 2: Phase II Environmental Site Assessment: Scoping Level Cost Information**

- a) The purpose of this task is to receive cost related information such hourly rates of people most likely to be involved in the Phase II ESA studies if that is undertaken; daily rates for drillers and geophysical testing; analytical costs for standard as well as expedited turn around time for soil and groundwater samples using EPA approved analytical methods for organic contaminants such as poly-nuclear aromatic hydrocarbons (PAHs), creosote, volatile organic compounds such as BTEX, and heavy metals including lead and mercury; and field instrument and vehicles' use rates. Any additional information will be appreciated but not necessary.

**3) Consultant's proposal follows Schedule A.**

**4) DELIVERABLES:**

The deliverable for the Extended Phase I ESA Studies for Kelly Curie Gage Park must be a two-part report: Phase I ESA Report; and Phase II ESA Scoping Level Response.

**a) Task 1: Phase I Environmental Site Assessment Report**

- i) The Phase I Environmental Site Assessment (ESA) Report must conform to ASTM E 1527-05 methods and guidelines, and must include, but not limited to: (1) summary of findings from the tour of the site with photographs (street level and historical aerial) and names and contact information of persons pre-approved by PBC for interviews as well as the summary of the interview with those PBC-identified/approved individuals associated with or having knowledge with the past and present site operations; (2) discussion and summary on the review and evaluation of available current and historical information pertinent to environmental conditions on the property; (3) a summary of the review of available financial records (such as any liens against the property) and environmental records such as those from state, federal and local sources as well as an EDR or similar database search; and (4) identification and summary of supporting documentation used to identify any recognized environmental conditions (RECs) at the specific parcel of the land for which Phase I ESA was performed.
- ii) Three hard copies and an electronic copy (CD and/or DVD) of the Phase I ESA Report along with all supporting reports/documents used to identify any RECs in connection with the site must be submitted to the Commission as the deliverable for Phase I ESA.

**b) Task 2: Phase II Environmental Site Assessment: Scoping Level Response**

- i) Provide a recommended Scope of Work for Phase II ESA Report.



- ii) The Task 2 Report must be a compilation of tables with cost items associated with Phase II ESA if that is undertaken by PBC based upon findings of Phase I ESA. These items include but not limited to hourly rates of people most likely to be involved in Phase II ESA studies; daily rates for drillers (Geoprobe) and geophysical contractors (GPR); analytical costs for soil and groundwater samples using EPA Methods such as numbers 8015V, 8015E, 8260, 8270B, Title 22 metals, etc. for standard turn around time (number of days) and faster turn around time (number of days); field instrument/equipment rates such as for vehicle, PID, pH, DO/ORP, etc.



## GSG CONSULTANTS, INC.

855 West Adams, Suite 200

Chicago, Illinois 60607

tel: 312.733.6262 • fax: 312.733.5612

October 23, 2007

Ms. Deborah L. Burton  
Public Building Commission of Chicago  
50 West Washington Street, Room 200  
Chicago, IL 60602

Request for Proposal  
Environmental Site Assessment  
Kelly, Curie, Gage Park Area High School  
53<sup>rd</sup> and St. Louis, Chicago, Illinois  
PBCC - PS 1201

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Dear Ms Burton:

GSG Consultants, Inc. (GSG), a City of Chicago and Illinois certified Hispanic Minority Business Enterprise (MBE), is pleased to submit this proposal to perform Environmental Assessment services at the above referenced property. Our proposal is based upon information provided in the Public Building Commissions (PBC) Request for Proposal (RFP), dated October 12<sup>th</sup> and Addendum dated October 17, 2007.

GSG is committed to providing the services outlined in the RFP and the PBCC's general conditions and contract requirements. GSG offers an approach that is sensitive to the PBC's needs and a team of highly qualified, experienced professionals who will provide personal and corporate commitment to the successful completion of this project. We believe GSG's services will be the most advantageous for the Public Building Commission.

GSG is committed to meet or exceed the PBCC's goal for MBE/WBE. The environmental site assessment services will be completed by 100% of MBE and WBE.

We appreciate the opportunity to submit this proposal for your consideration and look forward to working with you. Should you have any questions regarding our proposal, please feel free to call me at (312) 733-6262.

Sincerely,

Ala E. Sassila, Ph.D., P.E.  
Vice President

## TABLE OF CONTENTS

- Section 1. Executive Summary Scope of Services
- Section 2. GSG Key personnel resumes
- Section 3. MBE/WBE utilization plan
- Section 4 Budget

## EXECUTIVE SUMMARY

The Public Building Commission of Chicago (PBC) has requested a Proposal for the performance of a Phase I Environmental Site Assessment (ESA) for the properties located at 53<sup>rd</sup> and St. Louis in Chicago, Illinois. The site consists of four parcels is approximately 17 acres in size. Based on a review of the documents and Addendums provided in the proposal GSG could ascertain that the Site is currently vacant and was formerly associated with a rail yard. The site properties are identified by the following Parcel Index Numbers:

PARCEL NAME/LAND USE	SQUARE FOOTAGE/ACRES	LAND USE
Parcel 1	36,615/0.841	Vacant
Parcel 2	21,880/0.502	Vacant
Parcel 3	377,227/8.660	Spur line RR Easement
Parcel 4	289,255/6.64	Vacant

### Phase I ESA

GSG Consultants, Inc. (GSG) will perform the Phase I ESA in general accordance with American Society for Testing and Materials (ASTM) Designate E-1527-05 satisfying the All Appropriate Inquires (AAI) criteria. GSG will perform the following:

1. **Site Reconnaissance** – GSG will perform site reconnaissance of all accessible areas of the sites and adjoining properties within one week of the Notice to Proceed (NTP). GSG will inspect the adjoining properties from the project sites and public points of view in an effort to identify any potential source of environmental concern to the sites posed by adjoining properties. GSG will document the site conditions and note the topography, location of stained or discolored soil and/or pavement, stressed vegetation, debris, underground utilities, pipelines, drums and chemical containers, location of PCB-containing transformers, and any evidence of USTs and aboveground storage tanks. No building inspection will be conducted.
2. **Conduct Site interviews** – to evaluate past or present site use, GSG will conduct site interviews from a list of potential interviewees approved by or provided from PBC.
3. **Regulatory Background Review** – GSG will obtain and review a copy of the government database radius map. GSG will use the street addresses of the site properties as the center of the search radius and will collect the following information:
  - National Priority List (NPL) and State Priority List (SPL) for properties within a one (1) mile search distance of the site properties.
  - Federal and State Equivalent Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) and state landfill and/or solid waste disposal list properties (SWLF) within a one-half (½) mile search distance of the site properties.

- Resource Conservation and Recovery Act (RCRA) Notifiers List for generators at and adjoining the site properties.
  - RCRA CORRACTS Treatment, Storage and/or Disposal (TSD) properties within a one (1) mile search distance of the site properties.
  - Non-CORRACTS TSDs within a one-half (½) mile search distance to the site properties.
  - Federal Emergency Response Notification (ERN) list properties for the site properties only.
  - State list of registered underground storage tanks (USTs) for properties within a one-quarter (¼) mile search distance of the site properties.
  - State list of reported leaking underground storage tank (Leaking UST) incidents for properties within a one half (½) mile search distance of the site properties.
4. **Regulatory Records Review** – GSG will submit a Freedom of Information Act (FOIA) request to the Illinois Environmental Protection Agency (Illinois EPA), United States EPA, City of Chicago, and the Illinois Office of the State Fire Marshal requesting information on spills or leaks that have occurred on the site properties.

A chain-of-title search was not requested and will not be conducted as part of this project, however the scope of work will include conducting a review of available financial records (such as liens against the property).

5. **Report Preparation** – GSG will prepare a Phase I ESA report summarizing the site investigation activities and nature and type of recognized environmental concerns at the project properties, and providing conclusions and recommendations for the site properties. The report will include a map of each site, copies of historic information, FOIA requests and responses, and regulatory database search results. One complete hardcopy and a electronic copy of the Phase I ESA report and supporting documentation will be submitted to PBC as the project deliverable.

## **Phase II Environmental Site Assessment**

If the Phase I ESA reveals the presence of recognized environmental conditions at the site, GSG will develop a work plan for the Phase II ESA investigation. The work plan will be prepared in accordance with the Memorandum of Understanding (MOU) between the PBCC and the Chicago Public School (CPS). The objectives of the Phase II ESA would be to identify the potential presence of soil contamination, to characterize the site subsurface soil condition, and to determine whether the surface and subsurface soil, and groundwater have been adversely impacted, and to provide information regarding soil handling and management during construction activities at the site.

GSG will perform the field investigation in accordance with the approved sampling plan and in accordance with the requirements of the Illinois Environmental Protection Agency (IEPA), Title 35: Environmental Protection, Subtitle G: Waste Disposal, Chapter I: Pollution Control Boards, Part 740, Site Remediation Program (SRP). More specifically, GSG will provide the followings:

1. Prepare Sampling Plan
2. Conduct Phase II ESA
  - a. Geophysical Survey
  - b. Test Pit Investigation
  - c. Soil and groundwater sampling

The following is a brief description of GSG's approach of the above tasks:

### **Task 1 – Sampling Plan**

GSG will review all available site investigation documents and site development plan, if available, and will prepare sampling plan showing the location of recognized environmental conditions and soil boring locations. GSG will also outline the location of areas will be covered by the geophysical survey activities. GSG will submit the sampling plan to the PBCC and the CPS for review and approval. GSG will meet with the PBCC to finalize the sampling plan prior to starting the field sampling activities.

### **Task 2 – Conduct Phase II Investigation**

GSG will perform the following tasks:

- A. Complete a geophysical survey at areas of recognized environmental conditions, or it might cover the entire site based on the approved work plan by the PBCC. The purpose of the geophysical survey is to determine the location of sources of metallic objects such as underground storage tanks and buried structure at the site. The survey will identify the location of buried foundations, underground storage tanks and any associated piping, etc. GSG will prepare a map showing the locations and size of any anomalies detected during the survey. GSG will review and interpret the field data as part of the geophysical survey.
- B. Perform a test pit investigation near anomalies detected at the site during the geophysical survey. The test pit investigation will be performed using a backhoe, and will include excavating trenches to a maximum depth of 5 feet below existing grade. If USTs are encountered, GSG will collect information regarding the location and sizes of all tanks and evaluate if they are intact or leaking.

- C. Contact DIGGER at least 48-hours prior to performing the field investigation to locate underground utilities at the site. We will also prepare a site specific Health and Safety Plan (HASP) prior to starting the Phase II site investigation. The HASP will be prepared in accordance with the applicable U.S. Environmental Protection Agency (EPA), IEPA, and U.S. Office of Safety and Health Administration (OSHA) requirements and guidelines.
- D. Perform soil borings at locations identified in the sampling plan. The borings will be extended to depths ranging between 12 and 16 feet below existing grade. GSG will characterize potential impacts associated with all previously identified recognized environmental conditions RECs on the Site.
- E. Evaluate soil samples collected from each boring for the presence of stains and/or odors. GSG will use a Photo-Ionization Detector (PID) to screen the entire length of the soil samples collected immediately after retrieval and will record the PID readings on the boring log form. We will also classify the soil samples as per the locally adapted version of the Unified Soil Classification System (USCS) on the boring logs.
- F. Decontaminate the field's sampling equipment between each sample and drilling location to avoid cross-contamination of subsurface soil and samples. We will remove encrusted soil, mud, and organic matter adhering to the equipment using a heated, high-pressure, potable water wash. The field sampling equipment decontamination process will include wash with laboratory detergent and potable water, rinse with potable water, rinse with distilled water, and air dry.
- G. Collect two (2) soil samples from each boring at the site. The first sample will be collected from a depth between 1-3 feet. The second soil sample will be collected at the point where the highest PID reading is recorded for each boring. In the event that no elevated PID reading is recorded for a particular boring, we will collect the second sample from the remaining portion of the boring based on our field observations and experience with similar projects. The boreholes will be back-filled with soil cuttings and bentonite pellets, if needed.
- H. Collect soil samples for geophysical laboratory testing. This will include hydraulic conductivity, sieve analysis, moisture content, atterberg limits, and total organic content.
- I. Collect soil samples for volatile compounds using Encore samplers. We will place the Polynuclear Aromatic Hydrocarbon (PNA) and Resource Conservation and Recovery Act Metal (RCRA Metal) soil samples that we collect in clean, glass containers and seal them with a Teflon®-lined plastic screw-on closure. We will place the sealed containers in an insulated cooler with ice for preservation of organic constituents. The samples will be transported to the laboratory immediately upon completion of the field activities.
- J. Analyze soil samples collected for suspect chemicals of concern identified at the site. GSG's sampling plan will include the parameters to be included based on the recognized environmental conditions identified at the site. GSG will analyze soil samples based on the approved sampling plan.
- K. Review and compare the analytical data to the IEPA Tiered Approach to Corrective Action Objectives (TACO). The soil samples analytical results will be compared to the Tier 1 SROs for the inhalation,

ingestion, and soil component of the groundwater exposure route for residential, and construction worker scenarios.

- L. Prepare a Phase II report identifying recognized environmental conditions and related contaminants of concern at the site. The report will provide description of the field activities performed including field screening measurements and observations, site physical features, soil boring logs, exhibits showing location of soil borings and



**Ala E Sassila, Ph.D., P.E.**  
Vice President – Principal

18 Years Experience  
With GSG since August  
2003.

**Education:**

Ph.D., Civil Engineering,  
Illinois Institute of  
Technology, Chicago,  
Illinois, 1997

Master of Science, Civil  
Engineering, Florida  
International University,  
Miami, Florida, 1988

Bachelor of Science, Civil  
Engineering, Florida  
International University,  
Miami, Florida, 1986

**Registrations:**

**Professional Engineer –**  
Illinois, Indiana,  
Wisconsin, Maryland,  
Pennsylvania, Florida,  
Georgia, Louisiana,  
Alabama, and South  
Carolina.

**Asbestos Designer**

**Continue Education**

IDOT Contract  
Documentation, February  
2007  
-Construction Administration  
for Engineer – ASCE, August  
2006  
-Surface Drainage Design –  
ASCE, No. 2004  
-Structural Condition  
Assessment – ASCE, June  
2004  
-Water Surface Profile –HEC-  
RAS, ASCE, June 2000  
-Floodplain Hydrology and  
Watershed Modeling, April,  
1999  
-Seismic Design of Highway,  
National Highway Institute,  
1994

**Experience:**

Dr. Sassila's experience includes managing and coordinating work activities with multi-disciplinary teams for several large scale projects throughout the City of Chicago. This includes preparing and directing site investigation activities, preparing concept design and final design plans and specifications, and coordinating construction / remediation oversight activities for infrastructure improvement and new construction projects. Dr. Sassila also performed numerous geotechnical engineering investigation, storm water management and modeling, field survey, and construction inspection. Prior to joining GSG Consultants, Inc, Dr. Sassila served as Program Director and Project Manager for the Midway Terminal Redevelopment environmental investigation and remediation oversight, several environmental and geotechnical investigation for more than 25 new schools for the Chicago Public Schools, environmental and geotechnical investigation for several Public Building Commission of Chicago Police and Fire Company projects.

**Environmental Site Assessment and Illinois EPA SRP Reporting**

Dr. Sassila supervised the completion of numerous Phase I and Phase II Environmental Site Assessment, and Illinois EPA Site Remediation Program and Leaking Underground Storage Tank reporting. Dr. Sassila assisted in securing "No Further Remediation" letters from the Illinois EPA for residential and industrial and commercial development projects. The following is a partial list of projects completed by Dr. Sassila:

Mark Skinner Elementary School  
Langston Hughes School Campus Park  
Westinghouse High School  
New Kennedy-King College – Public Building Commission of Chicago  
Miles Davis Elementary School - Public Building Commission of Chicago  
Albany Park Middle School - Public Building Commission of Chicago  
VA Near West Side Bed Towers – Veteran Administration  
Harold Washington Playground – Chicago Park District  
14<sup>th</sup> Street Land Acquisition - Chicago Department of Environment  
Midway Runway Resurfacing – Chicago Department of Aviation  
Kelvyn Park High School – Chicago Public Schools  
Little Village High School - Chicago Public Schools  
Orozco School - Chicago Public Schools  
Benito Juarez High School - Chicago Public Schools  
Juarez School Remote Parking Lot - Chicago Public Schools  
Davis-Shields School - Chicago Public Schools  
Davis Shields Parking Lot - Chicago Public Schools  
Kelly High School - Chicago Public Schools  
Stagg Stadium - Chicago Public Schools  
Cuffe School - Chicago Public Schools  
Simeon Vocational High School - Chicago Public Schools  
Simeon Career Academy Parking Lot - Chicago Public Schools  
Police District 1, 18, and 20 - Public Building Commission of Chicago  
Fire Engine 59 and 63 - Public Building Commission of Chicago  
Beverly and Bucktown library sites - Public Building Commission of Chicago

Dr. Ala E Sassila  
(continued)

Several Campus Park Projects - Public Building Commission of Chicago  
Loomis Courts - Chicago Housing Authority  
Harrison Courts - Chicago Housing Authority  
Lathrop Homes - Chicago Housing Authority  
Britton Budd Homes - Chicago Housing Authority  
Industrial Park - Chicago Department of Environment  
South Chicago Park - Chicago Department of Environment  
Union and Wayman Park - Chicago Department of Environment  
Henry Horner Homes - Chicago Department of Environment  
Columbia Pointes Development- Chicago Department of Environment  
Midway Land Acquisition Program - Chicago Department of Aviation  
Midway New Terminal Redevelopment - Chicago Department of Aviation  
O'Hare Terminal 6 World Gateway - Chicago Department of Aviation

#### **UST Removal and Reporting**

2665 Manhiem Road TIF 6 - City of Des Plaines  
Parkview Apartments - Chicago Housing Authority  
Trumbull Homes - Chicago Housing Authority  
Wicker Park - Chicago Housing Authority  
Greenview Apartments - Chicago Housing Authority  
Campbell Apartments - Chicago Housing Authority  
Enriquez Produce Expansion - MaCondo Architects  
21<sup>st</sup> Street and Des Plaines - R.M. Chin  
Grand Avenue Realignment - Chicago Department of Environment  
Calumet Service Yard - Chicago Park District  
Garfield Service Yard - Chicago Park District  
Independence Women's Bldg - Chicago Park District  
Marquette Service Yard - Chicago Park District  
McKinley Service Yard - Chicago Park District  
Montrose Service Yard - Chicago Park District  
Portage Service Yard - Chicago Park District  
Washington Service Yard - Chicago Park District  
Parcel 50 - Chicago Department of Aviation  
Parcel 46 - Chicago Department of Aviation  
Parcel 49 - Chicago Department of Aviation  
Parcel 91 - Chicago Department of Aviation  
Parcel 56 - Chicago Department of Aviation

#### **Geotechnical Investigation Projects**

**Juarez School Expansion** - Supervised a geotechnical engineering investigation program for the Juarez school expansion. The site investigation included completing a total of 16 soil borings to a depth of 50-60 feet each; and providing recommendation regarding foundation type, soil allowable bearing capacity, and construction consideration at the site.

**CNA New Data Center** - Supervised a geotechnical engineering investigation program for the new CNA Data center- The subsurface The site investigation included completing a total of 12 soil borings to depths between 10 and 20 feet; and providing recommendation regarding foundation type, soil allowable bearing capacity, and construction consideration at the site.

**Chicago Vocational High School** - Supervised geotechnical investigation

Dr. Ala E Sassila  
(continued)

program at the Chicago Vocational School to investigate the nature and cause of structural problems

**Albany Park Middle School** – Supervised a geotechnical engineering investigation program for a new 2-story school building. The site Investigation included completing a total of 12 soil borings to a depth of 20 feet each; and providing recommendation regarding foundation type, soil allowable bearing capacity, and construction consideration at the site.

**Miles Davis Academy** – Supervised a geotechnical engineering investigation program for a new 2-story school building. The site Investigation included completing a total of 15 soil borings to a depth of 20 feet each; and providing recommendation regarding foundation type, soil allowable bearing capacity, and construction consideration at the site.

**Enriquez Produce Expansion** – Supervised a geotechnical engineering investigation program for 40,000 SF warehouse building addition. The site Investigation included completing a total of 8 soil borings to the bedrock; and providing recommendation regarding foundation type, soil allowable bearing capacity, and construction consideration at the site.

**Stearns Quarry Closure** - Supervised geotechnical investigation and construction inspection for the construction of 10-35 feet high embankment and 2,900 LF of retaining walls. The retaining wall heights varied between 10 and 30 feet. The geotechnical investigation included completing 16 soil borings to depths between 30 and 70 feet.

**O'Hare International Airport – Terminal 6 World Gateway Investigation**  
Supervised the performance of Preliminary Subsurface Soil investigations for the proposed Terminal 6 project. The Scope of work included performing more than 150 soil borings throughout the proposed development area for the following contracts:

- Terminal 6 Building
- Apron Airside Pavement
- Delta Warehouse
- New Electrical Substation
- New Sky Chiefs Facility
- New Gas and Electrical Duct Bank

**George Kougias, M.S., LPG**  
Senior Project Manager

15 Years Experience  
With GSG Consultants since  
1997.

**Education:**

M.S. Earth Science,  
Northeastern  
Illinois University,  
Chicago, Illinois, 1991.  
B.S. Geology, University of  
Illinois at Chicago, Chicago,  
Illinois, 1985.

**Registrations:**

AHERA Inspector, 2006 IL  
(IDPH).  
Lead Inspector, 2006, IL  
(IDPH).  
Air Sampling Professional  
(ASP), 2006, IL (IDPH).  
OSHA, 40-Hour Hazardous  
Waste Training, 2004.  
UST Decommissioning,  
(IFCI) IL, 2000.  
Application of Modern  
Regional Rainfall Frequency  
Distribution Seminar, 2000.  
Mercury Hazard  
Communication, 2001.  
Certified Professional  
Geologist, (AIPG), 2001.  
Licensed Professional  
Geologist (196-001087),  
(Illinois Dep. Professional  
Regulation), 2005.  
PCC Level I Certification,  
(ACI/IDOT), 2005.

**Experience:**

Mr. Kougias has over fifteen years of experience in environmental science and geology. Mr. Kougias' experiences extend into management of medium- to large-sized projects in the Illinois EPA Site Remediation Program, Leaking Underground Storage Tank (LUST) Program, Remediation projects, Phase I and Phase II Environmental Site Assessments, UST Decommissioning, Geotechnical Investigations, Construction Oversight, Lead and Asbestos abatement projects, Lead and Asbestos inspections, air sampling, and related agency and client reporting. Experiences also include cost estimate preparation for investigations and remedial activities, development of sampling plans, health and safety plans, quality assurance/quality control plans, site management plans, closure plans, and bidding document preparation. Clients include the Chicago Public Schools (CPS), Public Building Commission of Chicago (PBC), Chicago Department of Environment (CDOE), Chicago Park District, Cook County, and various private clients.

**REPRESENTATIVE PROJECT EXPERIENCE:**

**Site Remediation Program (SRP)**

Project Manager for CSIs of numerous sites for the purpose of entering the sites in the Site Remediation Program and ultimately obtaining a No Further Remediation (NFR) Letter. Developed field sampling plans for investigation of the sites and the delineation of the extent of contamination. Field activities included performance of electromagnetic survey, drilling and sampling of soil borings, geotechnical borings, the installation of temporary monitoring wells and groundwater sampling. Soil, groundwater, and geotechnical sampling was conducted following the SRP and IEPA requirements and guidelines. Authored Remedial Objectives Reports and Remedial Action Plan and Remedial Action Completion Reports per SRP requirements. The following is a list of sample projects:

- CDOE, Vacant property, Union and Waymen Park, Chicago, IL
- CDOE, Vacant property, South Chicago Park, Chicago, IL
- CHA, Residential property, Harrison Courts, Chicago, IL
- CHA, Residential property, Lathrop Housing, Chicago, IL
- CHA, Residential property, Loomis Courts, Chicago, IL
- PBC, Commercial properties, Beverly Library, Chicago, IL
- PBC, Vacant property, Bucktown Library, Chicago, IL
- PBC, Vacant property, NKKC Day Care Center, Chicago, IL
- PBC, Vacant property, Teacher Academy, Chicago, IL

**UST Removal/LUST Program**

Project Manager for the removal of USTs for numerous commercial clients and local government entities. Numerous sites were enrolled in the LUST program for the issuance of a NFA/NFR Letter. Supervised UST and soil removal activities, reviewed contractor submittals, and

Mr. George Kougias, M.S.,  
LPG

(continued)

prepared required Illinois EPA reports such as 20-Day, 45-Day, Site Investigation report, and Remediation Completion Report. The following is a list of sample projects:

- CPD, System Wide UST Removal, Chicago, IL
- PBC, OnWard House, Chicago, IL
- PBC, Vacant property, Bucktown Library, Chicago, IL
- PBC, Commercial property, Grand Ave. Realignment, Chicago, IL
- CHA, Vacant Property, 2822 South Calumet Avenue, Chicago, IL
- CPD, Washington Park, Chicago, IL
- IMDC, Industrial Property, ACME Barrel Co., Chicago, IL

#### **Subsurface Investigations/Brownfield Pilot Program**

Senior Project Geologist and Project Manager for a number of Subsurface Investigations funded by the USEPA as a national pilot program under the Brownfield Pilot Program. Managed and coordinated field activities, such as soil borings, monitoring well installation, soil and groundwater sampling, laboratory data interpretation, and report writing. The following is a list of sample projects:

- Cook County/City of Harvey, Industrial Property, Former Arco Research Facility, Harvey, IL
- Cook County/City of Dixmor, Industrial Property, Wyman-Gordon, Dixmor, IL

#### **Phase II Subsurface Investigations**

Project Manager for numerous Phase II ESAs performed in general accordance with ASTM E1903. Soil borings and groundwater sampling were performed, soil and groundwater samples were collected and analyzed for the contaminants of concern in order to determine the presence and extend of contamination. Review of remedial alternatives and evaluation of cost estimates associated with respective alternatives was conducted and remediation plans were recommended, when needed. The following is a list of sample projects:

- VA, Jesse Brown Medical Center, Chicago, IL
- CHA, Residential property, Ogden Courts, Chicago, IL
- CHA, Commercial Property, 833 W. 115<sup>th</sup> Street, Chicago, IL
- CHA, Residential property, Lathrop Housing, Chicago, IL
- CHA, Residential property, Loomis Courts, Chicago, IL
- IMDC, Industrial Property, ACME Barrel Co., Chicago, IL

#### **Remediation/Construction Oversight**

- Project Manager for various projects which provided remediation oversight during construction activities at sites where the potential for encountering hazardous materials and other recognized environmental conditions existed. Reviewed contractor's submittals and supervised the implementation of the developed remedial specifications.

**Scott A. Letzel, P.G.**  
Senior Project Manager /  
Senior Geologist

17 Years Experience

**Education:**  
B.S. in Geology, Northern  
Illinois University

**Registrations:**

Professional Geologist IL  
and IN

OSHA 1910.120, 40-Hour  
Hazardous Waste Training,  
Illinois

OSHA 1910.120, 8-Hour  
Annual Refresher Course,  
Illinois

**Membership/  
Organizations:**  
National Groundwater  
Association

**Experience:**

Mr. Letzel is a senior project manager / senior geologist. He has more than 17 years of environmental consulting experience covering a broad range of environmental consulting projects and numerous businesses, federal and industrial sectors.

**General Experience**

- A wide variety of soil, bedrock and water investigations including geological research, soil borings and probes, bedrock drilling and coring, soil gas probes, surface and borehole geophysical investigations, groundwater monitoring, surface soil and water sampling, site characterization, contaminant and groundwater modeling, and risk assessment.
- Conducted and supervised numerous Phase I environmental assessments for private industrial clients, financial institutions and government sectors.
- Remedial technology selection, planning and implementation for petroleum and solvent underground storage tanks, spills and Brownfields projects.
- Alternative remediation technology feasibility studies, pilot tests, and full-scale corrective actions involving chemical oxidation of DNAPL contaminants.

The following is a representative sample of Mr. Letzel's Project Experience:

**REPRESENTATIVE PROJECT EXPERIENCE:**

**Remedial Activities-Chicago Department of Environment**  
*Chicago, Illinois, 2003- Present*

Mr. Letzel is currently managing the remediation of numerous industrial/commercial parcels located along West Lake Street. He has enrolled the Site into the State Site Remediation Program. His duties include overseeing field work activities, interpreting results, preparing a Supplemental Site Investigation Report, Remediation Objective Report/Remedial Action Plan and interpreting data from the investigation activities. Remediation activities included the removal of all source material and soil that exceed Tiered Approach to Corrective Action Objectives (TACO) Tier 1 industrial/commercial and construction worker remediation objectives (35 IAC 742) in areas that are not scheduled to have an engineered barrier. In general, remedial action activities included site preparation; waste characterization; excavation, stockpiling and offsite disposal of impacted soils; confirmation sampling; backfilling; management of decontamination and excavation water, soil erosion and sediment control; demobilization; and site restoration (pavement).

Mr. Scott Letzel  
(continued)

**Remedial Activities-Peoples Gas**  
*Chicago, Illinois, 2004*

Mr. Letzel instituted a sampling protocol to collect and evaluate migration to indoor air for several multi-tenant units associated with a former gas distribution center. The project involved the collection of numerous subsurface, sub-slab, indoor and ambient air samples throughout the 5-acre Site.

**Indiana Harbor Confined Disposal Facility (CDF) – U.S. Army Corps of Engineers, (Chicago District)**

*East Chicago, Indiana, 2001*

Project manager for the investigation at the Indiana Harbor and Canal confined Disposal Facility (CDF) South Cut-off wall. The CDF will be constructed to contain contaminated sediments that will be mechanically or hydraulically dredged from the Indiana Harbor and Canal (IHC). Perimeter vertical hydraulic barriers (soil/bentonite slurry wall or grouted sheet pile cutoff walls) that extend approximately 33 to 40 feet from the ground surface into the underlying clay till are a part of the construction. A soil bentonite slurry wall is being used on the north, east, and west sides of the site. Mr. Letzel supervised the site investigation along the south cutoff wall which involved collecting sediments to a depth of 35 feet below the water surface. The sampling methodology utilized provided excellent data to support the design. The cutoff wall will be a grouted sheet pile wall (Waterloo barrier) located in the Lake George Canal approximately 2 feet southward of the existing sheet pile retaining wall with the intervening space filled with sand.

**DuPage County Department of Environmental Concerns**  
**Valley View Subdivision Hydrogeologic Study**

*DuPage County, Illinois, 2000*

Project Team Member responsible for obtaining hydrogeologic data to be used for creating a site-specific groundwater model as part of a groundwater impact assessment. Designed, analyzed and performed in-situ hydraulic conductivity testing. Prepared geologic cross sections, isopach maps and structure contour maps for a documentation report. Conducted homeowner interviews to document residents concerns and evaluated data to provide County with recommendations.

**Emergency Response Clean Up – KRX, Inc.**

*Central Illinois, 2002*

Responsible for collection and mapping of groundwater data during remedial efforts. The groundwater data was incorporated into the design for in-situ treatment of the gasoline plume.

**Emergency Response-Meyer Truck Line, Inc.**

*Peru, Illinois, 2002*

Field Supervisor responsible for the completion of the clean-up involving the release of approximately 74,000 pounds of anhydrous ammonia. Directed the excavation of 1,800 tons soil and completed restoration of the site.

**Hydrogeologic Investigation for a Subsurface Mining Operation**  
**Location, 2001**

Mr. Letzel assisted the owner of a mining operation in the evaluation of potential groundwater impacts related to a proposed subsurface mining operation. Mr. Letzel was responsible for compiling site geologic and hydrogeologic data,

Mr. Scott Letzel  
(continued)

S

generating geologic cross-sections and isopach maps. In addition to interfacing with state agency officials.

#### **Aurora MGP Site, Nicor Gas**

##### ***Aurora, Illinois, 2001-Present***

Mr. Letzel is the Site Manager overseeing the investigation, remediation and property redevelopment of a former MGP site. This site is adjacent to a major Illinois river and near public parks. Because of the proximity of the site to the river and parks, work activities have included procurement of Corps permits and coordination with local city and park officials. Mr. Letzel has overseen various supplemental site investigation activities that involved drilling, rock coring, monitoring well installation, installation of low-flow groundwater sampling pumps, soil and groundwater sampling and ambient air monitoring. Mr. Letzel has also been involved with the removal of a tar well discovered during investigation activities and the remediation and restoration of a portion of the site. Mr. Letzel subsequently prepared ambient air monitoring reports, site investigation reports, a remediation objectives report and remedial action plan, a completion report and source area removal report for this site. Recently, an ecological screening was performed along the river. Future plans for the site include completion of site investigation activities (including the divergence of the river and investigation of the river bed sediments and bedrock), possible containment wall installation, possible sediment dredging, a pilot pump test, groundwater evaluation and modeling, and assistance to Nicor Gas on property transfer issues, and negotiations with the city of Aurora, Fox River Park District, and state officials for final closure activities.

#### **Soil Remediation of Chlorinated Solvents**

##### ***Niles, Illinois, 1999***

Mr. Letzel assisted a food manufacturing facility in Niles, Illinois with the investigation of its property in advance of a proposed building expansion. A prior investigator identified chlorinated solvents had been spilled on the site. Mr. Letzel managed the remedial actions for a 1,200 square foot site utilizing *in situ* chemical oxidation methodology to ensure worker safety during construction of the expansion project.

#### **Investigation and Remediation of Former Wood Treatment Facility**

##### ***Chicago, Illinois, 1990***

Mr. Letzel completed a Pre-Notice site investigation and documented the corrective action activities of a former wood treatment facility that impacted the site soils with elevated arsenic concentrations distributed over a five-acre site within close proximity of a school.

#### **Geologic Investigation of Centennial Beach Renovation**

##### ***Naperville, Illinois, 2000***

Mr. Letzel assisted the Naperville Park District in an investigation to study the stability of a rock barrier wall within the Centennial Beach recreation area. Geologic mapping of the 300-foot outcrop area was performed in addition to directing *in situ* competency testing of the weathered bedrock layers. Results compiled from this investigation were used to develop plans and specifications for cement grouting operations of the rock barrier wall.

#### **Phase I and II Environmental Site Assessment Former Wastewater Treatment Location, Ferry Road**

##### ***Naperville, Illinois, 1992***



Mr. Scott Letzel  
(continued)

Mr. Letzel completed a site investigation for the City of Naperville Public Utilities Electrical Department to assess the potential environmental impacts from a former wastewater treatment plant. Little information was available for review regarding the plants operation and a significant amount of information was obtained for the Phase II investigation through the review of historical aerial photographs. The site was subsequently developed into a electrical substation serving the its customers on the cities north side.

**Various Phase I Environmental Site Assessments Location**

Mr. Letzel has completed numerous Phase I site assessments and Phase II subsurface investigations. Projects range in size and scope from a five-acre industrial site to a 2,000 acre-rural site. Tasks include directing drilling operations, performing soil and groundwater sampling, interpreting laboratory analyses to determine the potential impacts to soil or groundwater quality.

**Solid Waste Agency of Northern Cook County (SWANCC)**

*Cook County, Illinois, 1989*

Project Team Member responsible for obtaining hydrogeologic data to be used for creating a site-specific groundwater model as part of a groundwater impact assessment. Prepared geologic cross sections, isopach maps and structure contour maps for a documentation report.

**Del Webb, Sun City Development**

*Huntley, Illinois, 1995*

Participated in the geotechnical characterization of soils for Del Webb's land development (Sun City) in Huntley, IL. Supervised and logged numerous geotechnical soil borings in highly variable soils for foundation design. Determined grading strategy based on information from soil borings in the field. Sampled soil for testing of engineering properties.

**Geotechnical Investigations – Lakehead Pipe Line Company**

*Northern, Illinois*

Field Geologist responsible for logging soils and supervising drill crews during the investigation of numerous sites along proposed alignment of underground crude oil pipeline. Work included numerous water crossings and wetland areas.

**CUP Thornton Reservoir – U.S. Army Corps of Engineers, (Chicago District) Thornton, Illinois**

Supervised drilling, as well as geotechnical and geophysical testing activities at the planned Chicago Underflow Plan (CUP) Thornton Reservoir in Thornton, IL. Participated in the logging of four borings with a total length of 2100 ft of bedrock. Preserved rock core for long-term storage and testing. Assisted subcontractors in performing geophysical borehole logging, hydraulic fracturing and Packer tests.

**Geotechnical Investigation – U.S. Army Corps of Engineers (Detroit District)**

*Flint, Michigan*

Project Geologist responsible for obtaining geotechnical data to be used for delineating soil conditions along a major flood control structure. Tasks included directing drilling operations and performing soil sampling on sloped surface.

Mr. Scott Letzel  
(continued)

**Clinton River Cutoff Canal Geotechnical Investigation – U.S. Army Corps of Engineers (Detroit District)**

*Mt. Clemens, Michigan*

Project Geologist for the subsurface investigation and concrete coring at the Clinton River flood control structure. Made four soil borings through the spillway apron, also logged vertical and horizontal cores made through concrete wingwalls.

**Illinois Water Supply Well Survey – U.S. Army Corps of Engineers Chicago District**

Project Team Member responsible for locating and mapping private and municipal water wells present within a 16-square-mile area of the Thornton Quarry. Developed well location maps for inclusion with project report.

**Geotechnical Investigation – U.S. Army Corps of Engineers (Chicago District)**

*Hammond, Indiana*

Logged soils and performed *in situ* hydraulic conductivity tests at numerous boring and piezometer locations near Optimist Lake. Information obtained was used to develop engineering plans for levee improvements along Little Calumet River.

**Pentwater Harbor – U.S. Army Corps of Engineers (Detroit District)**

*Pentwater, Michigan*

Project Geologist for the investigation of soil conditions along harbor channel. Logged six soil borings made adjacent to a failing concrete retaining wall.

**Field Hydraulic Conductivity Testing – Panama Canal Commission Gatun, Panama**

Performed subsurface investigation and conducted field hydraulic conductivity testing at 24 Casagrande type piezometers installed within an earthen dam along the Panama Canal. The work was completed in three months during the local "dry" season.

**SCHEDULE B  
PROJECT DOCUMENTS**

**ENVIRONMENTAL SITE ASSESSMENT  
KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL  
VICINITY OF 53RD AND ST. LOUIS AVENUE  
CHICAGO, ILLINOIS**

**Aerial photo for the property of Kelly, Curie, Gage Park Area High School  
071001\_KellyCurieGagePk\_53rdStLouis.pdf**

**SCHEDULE C  
COMPENSATION OF THE CONSULTANT**

**ENVIRONMENTAL SITE ASSESSMENT  
KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL  
VICINITY OF 53RD AND ST. LOUIS AVENUE  
CHICAGO, ILLINOIS**

**C.1 CONSULTANT'S FEE**

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a Fixed Fee ("Fee") of \$1,750.00 for all work included in Schedule A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated additive change orders constitutes the Consultant's full fee for Basic Services.
- 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.

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

- C.2.1 **Hourly Rates for Consultant and Subconsultant Personnel.** All Consultant and Subconsultant personnel and the hourly rate billable for each are subject to the prior approval of the Commission.
- C.2.2 **Hourly Rates for Consultant and Subconsultant personnel** are provided in Consultant's proposal, which follows Schedule C. The hourly rates provided by the Consultant will be used to determine the costs for any work related to the Project yet not included in Schedule A.

**C.3 METHOD OF PAYMENT**

- C.3.1 **Invoices.** The Consultant will submit an invoice to the Commission for Services performed, that will be paid in one lump sum after all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission.

Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of this Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain the reasons for such variances.

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

**C.3.3 Invoice Disputes.** If the Commission disputes certain items in the Consultant's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Disputes provisions of this Agreement

**ATTACHMENT B**


**SCHEDULE OF COST**

**KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL  
PS 1201**

Provide a Lump Sum which shall include all materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

**Lump Sum Cost**                      \$ 1750.00

[Firm Name] GSG Consultants, Inc agrees to provide the survey services above for the amount indicated above.      Date: 10/25/2007

  
(Signature)

Ala E Sassila, Ph.D., P.E., vice President  
(Printed Name and Title)

### GSG's Professional Services Billing Rates

<b>Title/Description</b>	<b>Hourly Rate</b>
Principal	<u>\$150</u> /hour
Senior Program Manager	<u>\$125</u> /hour
Project Manager /Technical Reviewer	<u>\$100</u> /hour
Professional Engineer	<u>\$115</u> /hour
Professional Geologist	<u>\$80</u> /hour
Geologist	<u>\$65</u> /hour
Environmental Engineer/Scientist	<u>\$75</u> /hour
Certified Industrial Hygienist	<u>\$100</u> /hour
Construction Manager	<u>\$85</u> /hour
Industrial Hygienist	<u>\$70</u> /hour
Asbestos-Lead Inspector	<u>\$65</u> /hour
Lead XRF Inspector	<u>\$75</u> /hour
Asbestos-Lead Project Managers	<u>\$65</u> /hour
Asbestos Management Planners	<u>\$75</u> /hour
Asbestos Air Sampling Professional	<u>\$60</u> /hour
Asbestos Project Designer	<u>\$120</u> /hour
Environmental Technician	<u>\$55</u> /hour
Lead Risk Assesor	<u>\$70</u> /hour
Project Administrator	<u>\$85</u> /hour
Drafting	<u>\$55</u> /hour

**Analytical Testing Unit Price Schedule**  
**Standard Turnaround Time**  
**GSG Consultants, Inc.**

Description	Method	Turnaround Time	Cost
<b>Standard Analysis</b>			
<b>Soil:</b>			
Target Compound List		7-10 Days	\$ 625.00
PNAs	8270C SIM	7-10 Days	\$ 80.00
BTEX	5035/8260B	7-10 Days	\$ 36.00
VOCs	5035/8260B	7-10 Days	\$ 100.00
Total RCRA Metals	6020/7471A	7-10 Days	\$ 80.00
TPP Metals	6020/7471A	7-10 Days	\$ 130.00
SVOCs	8270C	7-10 Days	\$ 175.00
TCLP RCRA Metals	1311/6020/7470A	7-10 Days	\$ 130.00
Pesticide / PCBs / Herbicides	8082/8321A	7-10 Days	\$ 250.00
pH	9045C/150.1	7-10 Days	\$ 7.00
TOC	9060	7-10 Days	\$ 25.00
<b>R-Code+F-Code</b>			
Hazardous Waste Characterization	solvent scan & PCB	7-10 Days	\$ 1,200.00
<b>Soil Physical Testing</b>			
Moisture Content	ASTM D2216	7-10 Days	\$ 5.00
Permeability	ASTM D5084, D2434	7-10 Days	\$ 350.00
Sieve Analysis	ASTM D422	7-10 Days	\$ 75.00
Unit Weight	ASTM D2937	7-10 Days	\$ 15.00
Atterberg Limits	ASTM D431	7-10 Days	\$ 80.00
<b>Groundwater</b>			
Target Compound List		7-10 Days	\$ 625.00
PNAs	8270C SIM	7-10 Days	\$ 90.00
VOCs	5035/8260B	7-10 Days	\$ 110.00
Total RCRA Metals	6020/7471A	7-10 Days	\$ 90.00
<b>Rush 24- Hour Analysis</b>			
<b>Soil:</b>			
Target Compound List		1 Day	\$ 1,250.00
PNAs	8270C SIM	1 Day	\$ 160.00
BTEX	5035/8260B	1 Day	\$ 72.00
VOCs	5035/8260B	1 Day	\$ 200.00
Total RCRA Metals	6020/7471A	1 Day	\$ 160.00
TPP Metals	6020/7471A	1 Day	\$ 260.00
SVOCs	8270C	1 Day	\$ 350.00
TCLP RCRA Metals	1311/6020/7470A	1 Day	\$ 260.00
Pesticide / PCBs / Herbicides	8082/8321A	1 Day	\$ 500.00





**Unit Price Schedule - Phase II ESA Investigation**  
**Field Equipment / Geophysical Testing and Subsurface Exploration**  
**GSG Consultants, Inc**

Description	Unit	Unit Cost
<b>A. Field Equipment</b>		
Geophysical Survey Equipment	Day	No Charge
Photo-Ionization Detector (PID)	Day	No Charge
Encore - VOC Samples	Each	No Charge
Sampling Jars	Each	No Charge
Water Pump - Water Sampling	Day	No Charge
pH Meters	Day	No Charge
Vehicle / Truck	Day	No Charge
<b>B. Mobilization</b>		
Mobilization - Drilling Rig	Each	\$ 300.00
Mobilization - Geo-Probe Unit	Each	\$ 250.00
Mobilization - Backhoe for Test Pits	Each	\$ 400.00
<b>C. Drilling Cost</b>		
Soil Drilling - Daily Rate for Drilling Rig	Day	\$ 1,500.00
Soil Drilling - Daily Rate for Geoprobe	Day	\$ 1,200.00
Bentonite Chips - Borehole backfill	Bag	\$ 12.00
Shelby Tubes	Each	\$ 26.00
Sample Liner	Each	\$ 4.50
<b>D. Groundwater Wells</b>		
2" x 10" PVC Screen	Each	\$ 50.00
2" x 10" PVC Riser	Each	\$ 32.00
Sand Bags	Bag	\$ 10.00
Locking Caps	Each	\$ 26.00
Water Sampling Tubes	LF	\$ 2.50
<b>E. Test Pit Excavation Equipment</b>		
Backhoe with Operator	Day	\$ 1,200.00
<b>F. Data Base / Title Search</b>		
Groundwater well database	Each	\$ 200.00
Title Search / PIN	Each	\$ 130.00

**SCHEDULE D  
INSURANCE REQUIREMENTS**

**ENVIRONMENTAL SITE ASSESSMENT  
KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL  
VICINITY OF 53RD AND ST. LOUIS AVENUE  
CHICAGO, ILLINOIS**

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 \$500,000 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 \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. If work is on or within on 50 feet of railroad property, such insurance shall have a minimum combined single limit of \$5 million per occurrence with an aggregate limit of \$10 million per annual policy period with no deductible and said insurance shall be deemed primary as it relates to this Agreement with the Railroad Exclusion deleted or in the alternative the Contractor may obtain a Railroad Protective Liability Policy (See E.1.8) with the same minimum limits.

Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission and Board of Education must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

**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 \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and Board of Education must be named as additional insureds on a primary, non-contributory basis.

**D.1.4 Professional Liability**

When any professional Consultant performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$1,000,000

covering acts, errors, or omissions. 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.

#### **D.1.5 Property**

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

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

When any plans, designs, drawings, specifications, data, media, and 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**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission and the Board of Education are to be named as additional insureds on a primary, non-contributory basis.

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

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance 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.

### **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 60 days prior written notice to be given to the Commission if any policies are canceled, substantially changes, 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 Commission and Board of Education, their respective Board members, employees, elected and appointed officials, and representatives.

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 Commission and the Board of Education do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

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

### **D.3. RISK MANAGEMENT**

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

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

**ENVIRONMENTAL SITE ASSESSMENT**  
**KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL**  
**VICINITY OF 53RD AND ST. LOUIS AVENUE**  
**CHICAGO, ILLINOIS**

<b>NAME</b>	<b>FIRM</b>	<b>TITLE</b>

**EXHIBIT A**  
**DISCLOSURE OF RETAINED PARTIES**

**ENVIRONMENTAL SITE ASSESSMENT**  
**KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL**  
**VICINITY OF 53RD AND ST. LOUIS AVENUE**  
**CHICAGO, ILLINOIS**

**(COMMISSION'S DISCLOSURE OF RETAINED PARTIES FORM EXECUTED BY CONSULTANT  
FOLLOWS THIS PAGE.)**

## DISCLOSURE OF RETAINED PARTIES

**A. Definitions and Disclosure Requirements**

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor 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 Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who 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.

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Contract # PS1201  
 Description or goods or services to be provided under Contract: Environmental Site Assessment Services
2. Name of Contractor: GSA Consultants, Inc.
3. **EACH AND EVERY** attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

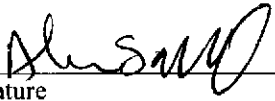
Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)
Case Environmental	P.O. Box 16128, Chicago	Subcontractor (WBE)	DUR
Stat Analysis	2242 W. Harrison, Chicago	Subcontractor (WBE)	DUR
C.S. Drilling	211 W. Chicago, Hinsdale	Subcontractor	DUR
R.W. Collins	7225 W. 166 <sup>th</sup> St, Chicago	Subcontractor (WBE)	DUR

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

## DISCLOSURE OF RETAINED PARTIES

4. The Contractor 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 Contractor's participation in the contract or other transactions with the Commission.
  - b. If the Contractor is uncertain whether a disclosure is required, the Contractor 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 Contractor 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 Contractor and that the information disclosed herein is true and complete.

  
Signature

Nov. 14, 2007  
Date

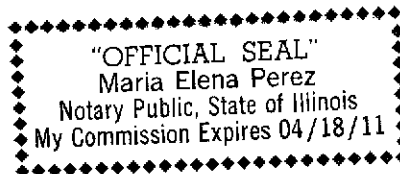
Ala E. Sassila  
Name ( Type or Print)

Vice President  
Title

Subscribed and sworn to before me

this 14<sup>th</sup> day of Nov. 2007

Maria Elena Perez  
Notary Public





Date: Nov. 14, 2007

# DISCLOSURE AFFIDAVIT

Name: GSG Consultants, Inc.

Address: 855 W. Adams St., Suite 200, Chicago, IL

Telephone No.: 312-733-6262

Federal Employer I.D. #: 36-3844476 Social Security #: \_\_\_\_\_

Nature of Transaction:

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

**Instructions:** FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above 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 Ala E. Sassila, as Vice-President  
(Name) (Title)

and on behalf of GSG Consultants, Inc.

("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

## I. 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".

Bidder/Proposer/Contractor is a: ☒ Corporation ☐ LLC  
☐ Partnership ☐ LLP  
☐ Joint Venture ☐ Not-for-Profit Corporation  
☐ Sole Proprietorship ☐ Other

**SECTION 1.**

**FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)**

a. State of Incorporation or organization Illinois

b. Authorized to do business in the State of Illinois: Yes [☒] No [☐]

c. Names of all officers of corporation or LLC (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Guillermo Garcia</u>	<u>President</u>	_____	_____
<u>Arturo Saenz</u>	<u>Vice-President</u>	_____	_____
<u>Ala E. Sassila</u>	<u>Vice-President</u>	_____	_____

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>Guillermo Garcia</u>	<u>855 W. Adams, Chicago, IL</u>	<u>51</u> %
<u>Arturo Saenz</u>	<u>855 W. Adams, Chicago, IL</u>	<u>39</u> %
<u>Ala E. Sassila</u>	<u>855 W. Adams, Chicago, IL</u>	<u>10</u> %

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

N/A

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

f. For LLC's, state whether member-managed or identify managing member: N/A

\_\_\_\_\_

g. For LLC's identify each member: N/A

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

h. 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.

## SECTION 2. PARTNERSHIPS

N/A

a. 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 of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

## SECTION 3. SOLE PROPRIETORSHIP

N/A

a. 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 NO, complete items b. and c. of this Section 3.

b. 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). (Print or Type)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. 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(s)

Address(es)

_____	_____
_____	_____
_____	_____

**SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES**

N/A

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

N/A

a. State of incorporation \_\_\_\_\_

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

## II. CONTRACTOR CERTIFICATION

### A. CONTRACTOR

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

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, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such 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 describe in Section II(A) (1)(a) or (b) of this certification; (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 II(A)(1)(a) or (b) 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 describe in Section II(A)(1)(a) or (b) of this certification 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 in Section II(A)(1)(a) or (b) 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 Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), 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 Section II(B)(1) and (2) above, 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 [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

\_\_\_\_\_  
None  
\_\_\_\_\_

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

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

#### D. OTHER TAXES/FEES

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

\_\_\_\_\_  
None  
\_\_\_\_\_

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. ANTI-COLLUSION

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free

competitive bidding in connection with this proposal or contract. Failure to attest to this section as part of a bid will make the bid non-responsive and not eligible for award consideration.

**F. PUNISHMENT**

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).

**G. 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.

None

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.

**III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

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

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

None

(Attach additional pages of explanation to this Disclosure Affidavit, 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 Contractor'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.

#### **IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purpose of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity in which the individual holds an interest or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten (10%) or percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV is 1 or 2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

**Check one:**

1. ☒ No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
2. ☐ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. ☐ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support for the payment of all such child support owed; or both (1) and (2).
4. ☐ There are no Substantial Owners.

#### **V. 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.

## VI. VERIFICATION

Under penalty or 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 Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

*Ala E. Sassila*  
Signature of Authorized Officer

Ala E. Sassila  
Name of Authorized Officer (Print or Type)

Vice-President  
Title

312-733-6262  
Telephone Number

State of Illinois

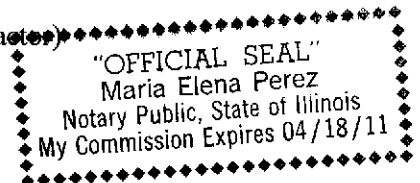
County of Cook

Signed and sworn to before me on this 14<sup>th</sup> day of November, 2007 by

Ala E. Sassila (Name) as Vice-President (Title) of  
GSG Consultants, Inc. (Bidder/Proposer or Contractor)

*Maria Elena Perez*

Notary Public Signature and Seal



### Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

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

**ENVIRONMENTAL SITE ASSESSMENT**  
**KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL**  
**VICINITY OF 53RD AND ST. LOUIS AVENUE**  
**CHICAGO, ILLINOIS**

**(COMMISSION'S DISCLOSURE AFFIDAVIT FORM EXECUTED BY CONSULTANT FOLLOWS THIS  
PAGE.)**

**EXHIBIT C**  
**POLICIES CONCERNING MBE AND WBE**

**ENVIRONMENTAL SITE ASSESSMENT**  
**KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL**  
**VICINITY OF 53RD AND ST. LOUIS AVENUE**  
**CHICAGO, ILLINOIS**

**(COMMISSION'S RESOLUTION CONCERNING PARTICIPATION OF MINORITY BUSINESS  
ENTERPRISES AND WOMEN BUSINESS ENTERPRISES  
DATED OCTOBER 1, 2004 FOLLOWS THIS PAGE)**

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

Name of Project : **Environmental Site Assessment – Kelly, Curie, Gage Park Area High School - PS1201**

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF COOK        )

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

Title  
and duly authorized representative of  
GSG Consultants, Inc.

Name of General Contractor  
whose address is  
855 West Adams St., Suite 200

in the City of Chicago , State of Illinois  
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
GSG Consultants, Inc.	Env. Assessment	\$ 1,662	\$
Case Environmental, Inc.	Env. Assessment	\$	\$ 88
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$ 1,662	\$ 88
<b>Percent of Total Base Bid</b>		95 %	5 %

The General Contractor 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)**

**SUB-SUBCONTRACTING LEVELS**

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

5 % 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% 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 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:

GSG Consultants, Inc.

Name of Contractor (Print)

October 23, 2007

Date

312-733-6262

Phone



Signature

Ala E. Sassila

Name (Print)

**IF APPLICABLE:**

By:

Joint Venture Partner (Print)

Date

Phone/FAX

Signature

Name (Print)

MBE      WBE      Non-MBE/WBE



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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH  
BID**

Name of Project: Environmental Site Assessment – Kelly, Curie, Gage Park Area High School

Project Number: PS1201

FROM: Case Environmental, Inc. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO: GSG Consultants, Inc. and Public Building Commission  
of Chicago  
(Name of General Bidder)

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

\_\_\_\_\_ a Sole Proprietor      X \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership      \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated October 26, 2006. 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.

Environmental Assessment  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

5% of Contract Amount  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

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



October 26, 2006

Florence Jones Clanton, Owner  
**Case Environmental, Inc.**  
P.O. Box 16128  
Chicago, IL 60616

City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

**Annual Certificate Expires:**  
**Vendor Number:**

**August 1, 2008**  
**1071750**

Dear Ms. Jones Clanton:

We are pleased to inform you that **Case Environmental, Inc.** continued eligibility for certification as a **DBE** with the City of Chicago has been granted. Re-validation of certification is required by **August 1, 2008.**

It is mandatory under Federal Regulation 49 CFR Part 26 that all **DBE** firms, upon completing their fifth fiscal year certification, must re-validate with its host agency. Since the City of Chicago is your host agency, we have enclosed a copy of the new "**Continued Eligibility Affidavit**" for your convenience which is due at the end of your term.

***Please note that you must include a copy of your most current Corporate Federal Tax Returns, Personal Net Worth Statement (PNW), and the Continued Eligibility Affidavit with supporting documentation.*** Failure to file this Affidavit will result in the removal of your certification.

You must also notify the Certification Unit of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the Illinois Unified Certification Program (IL UCP) Directory of Disadvantaged Business Enterprises in the specialty area(s) of:

**Environmental Consulting Services; Project Management**

Your firm's participation on City contracts will be credited only toward **DBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **DBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority, Women and Disadvantaged Business Enterprise Programs.

Sincerely,

  
Lori Ann Lybson  
Deputy Procurement Officer

***IL UCP HOST: City of Chicago***

Enclosure: Continued Eligibility Affidavit and Personal Financial Statement

NEIGHBORHOODS



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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH  
BID**

Name of Project: Environmental Site Assessment – Kelly, Curie, Gage Park Area High School

Project Number: PS1201

FROM: GSG Consultants, Inc. MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO: GSG Consultants, Inc. and Public Building Commission  
of Chicago  
(Name of General Bidder)

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

\_\_\_\_\_ a Sole Proprietor                      X \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated January 30, 2007. 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.

Environmental Assessment  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

95% of Contract Amount  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**


0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

5 % 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 General 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:

GSG Consultants, Inc.  
Name of MBE/WBE Firm (Print)  
October 23, 2007  
Date  
312-733-6262  
Phone

  
Signature  
Ala E. Sassila  
Name (Print)

**IF APPLICABLE:**  
By:

Joint Venture Partner (Print)  
Environmental Site Assessment -  
Kelly, Curie, Gage Park Area High School  
PS1201

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Phone

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



City of Chicago  
Richard M. Daley, Mayor

Department of  
Procurement Services

Barbara A. Lumpkin  
Chief Procurement Officer

City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4900  
(312) 744-2949 (TTY)  
<http://www.cityofchicago.org>

January 30, 2007

Guillermo Garcia, President  
GSG Consultants, Inc.  
855 West Adams, Suite 200  
Chicago, Illinois 60607

Dear Mr. Garcia:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your MBE certification **until November 1, 2007.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firms' participation on contracts will be credited only toward MBE goals in the following specialty areas(s):

**Environmental Consulting: Industrial Hygiene**

If you have any questions, please contact our office at (312) 742-0766.

Sincerely,

Lori Ann Lynson  
Deputy Procurement Officer

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NEIGHBORHOODS

