

PUBLIC BUILDING COMMISSION OF CHICAGO



AGREEMENT

CONTRACT NUMBER PS1486

WITH

ENVIRONMENTAL DESIGN INTERNATIONAL, INC.

TO PROVIDE

ASBESTOS SURVEY

FOR

**WHITNEY YOUNG LIBRARY
VICINITY OF 7901 SOUTH KING DRIVE**

CHICAGO, ILLINOIS

Project Number: 08070

Mayor Richard M. Daley

Chairman

Erin Lavin Cabonargi

Executive Director

Richard J. Daley Center, Room 200

50 West Washington Street

Chicago, Illinois 60602

www.pbcchicago.com

**ASBESTOS SURVEY
WHITNEY YOUNG LIBRARY – PS1486
PROJECT NUMBER: 08070**

This agreement, effective as of the 15th day of January ("Agreement"), 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, 66 West Washington Street, Chicago, Illinois 60602 ("**Commission**"), and **Environmental Design International, Inc.** a Corporation, with offices at 33 West Monroe, Suite 1825, Chicago, Illinois 60603 ("**Consultant**").

WITNESSETH:

WHEREAS, the Commission requires certain professional services, described on Schedule A to this Agreement (the "Services"), and desires to contract with Consultant, on the terms and conditions set forth in this Agreement, to perform such Services; and

WHEREAS, the Consultant desires to contract with the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services; and

WHEREAS, the Consultant has reviewed this Agreement and taken such other actions as the Consultant has deemed necessary or advisable to familiarize itself with the scope and requirements of the Services;

NOW, THEREFORE, for valuable consideration, the Commission and the Consultant agree as follows:

1. Incorporation of Recitals. The matters recited above are hereby incorporated in and made a part of this Agreement.
2. Definitions. The terms set forth below have the meaning indicated with respect to this Agreement:
 - a. **Agreement** means this professional services Agreement, 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** means the Public Building Commission, and includes 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. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.
- d. **Key Personnel** means those job titles and persons as identified in those positions as identified in Schedule A of the Agreement or in the Consultant's proposal and accepted by the Commission.
- e. **Services** means collectively, the actions, deliverables, duties and responsibilities that are required by the Commission under this Agreement. The required Services are described in Schedule A of this Agreement.
- f. **Sub-consultant** means a firm hired by the Consultant to perform certain of the Services required by this Agreement.
- g. **Technical Personnel** as herein referred to include partners, officers and all other personnel of the Consultant, exclusive of general office employees.

3. 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.

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.

4. Standard of Performance. 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 of similarly situated professionals providing services of similar scope and magnitude to the Services required by this Agreement. Consultant further agrees that it will assign to the Services at all times during the term of this Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required hereunder.

5. Duties and Obligations of Consultant.

a. Nondiscrimination. The Consultant agrees that in performing the Services 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 10/0.01 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on February 11, 1992, 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. 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 its 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 total amount paid to Consultant for the performance of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on February 11, 1992, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission. Consultant will 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. 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 or expiration 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 work of the Commission. Consultant agrees to use all reasonable efforts to expedite performance of the Services and performance of all other obligations of the Consultant under this Agreement.

g. Compliance with Laws. In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws.

h. Progress Meetings. Meetings 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. Changes (Amendments). 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.

6. Term.

a. The term of this Agreement shall begin on the effective date set forth above and, subject to the provisions of subparagraph (b) below, shall expire upon completion of the Services and acceptance thereof by the Commission. If the Services are of an ongoing nature, on the Completion Date shall be specified in such Schedule A. The Commission and the Consultant may, from time to time, by mutual agreement, extend the term of this Agreement by amending Schedule A hereto.

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.

7. Compensation of Consultant; Reimbursement for Expenses. The Commission shall compensate the Consultant for the Services in the manner set forth on Schedule C to this Agreement. In addition, the Commission shall, upon submission by the Consultant, which the Consultant may do no more frequently than once every 30 days, and approval by the Commission of detailed invoices therefor, reimburse the Consultant for all Reimbursable Expenses. "Reimbursable Expenses" means those expenses identified as such on Schedule C to this agreement.

8. Rights and Obligations of Commission. In connection with the administration of the Services by the Commission and the performance of the Services 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 Services.

b. Review of Documents. The Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

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

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

d. Audits. The Commission shall have the right to audit the books of the Consultant on all subjects relating to the Services.

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

10. Insurance to be Maintained by Consultant. The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage which will adequately insure the Commission, the User Agency and the Consultant against claims and liabilities which could arise out of the performance of such Services, including but not limited to, the insurance coverages set forth on Schedule D to this agreement.

11. Default.

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

i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or agreement on the part of the Consultant contained in this Agreement, 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. 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;

iii. 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

iv. 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 courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

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

12. 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 allowability 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 Commission's representative; 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 Commission's representative 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 Commission's representative 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 Commission's representative 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.

13. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this agreement, the Project or the Services.

14. Assignment. 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 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 due, the Consultant shall so notify the Commission in writing, and shall assign other qualified members of the Consultant's staff, as approved by the Commission, 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 on Schedule A hereto, 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. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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

c. **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.

d. **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.

e. **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.

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

g. **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.

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


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

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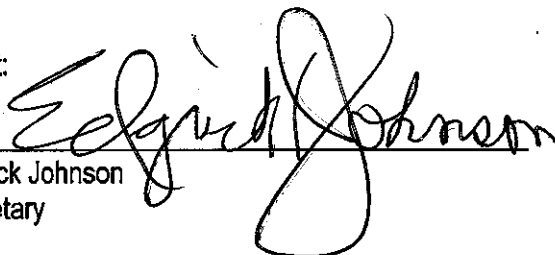
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the
19 day of January, 2009.

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

 Date: 1/22/09
Erin Lavin Cabonargi
Executive Director

Attest:

 Date: 1-26-09
Edgrick Johnson
Secretary

Environmental Design International, Inc.

 Date: January 19, 2009
Vice President and CFO

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Nicholas Ciotola on behalf of Architect this 19th day of
January, 2009.

 Notary Public

My Commission expires:

OFFICIAL SEAL
JANE B. KAIHATSU
Notary Public, State of Illinois
My Commission Expires 8/15/09
(SEAL OF NOTARY)

Schedule A
PROJECT DESCRIPTION AND SCOPE OF SERVICES

ASBESTOS SURVEY
WHITNEY YOUNG LIBRARY – PS1486
PROJECT NUMBER: 08070

SCOPE ATTACHED



**Environmental Design
International inc.**
Engineers • Scientists • Surveyors

33 West Monroe, Suite 1825
Chicago, IL 60603-5326

phone: 312-345-1400
fax: 312-345-0529
web: envdesigni.com

November 7, 2008

Mr. John Tisdall
Senior Project Manager
McDonagh Demolition, Inc.
1269 W. LeMoyne
Chicago, Illinois 60622

**Subject: Proposal for Professional Services - REVISED
Pre-Demolition Asbestos Survey
Unit 415 - 79th & Martin Luther King
Chicago, Illinois**

Dear Mr. Tisdall:

Environmental Design International, inc. (EDI) is pleased to submit this REVISED proposal for professional services as outlined herein. The scope of work and fee estimate is based on information supplied to EDI by McDonagh Demolition, Inc. (Client); federal, state and local regulations, and our prior experience on similar projects.

Project Understanding

Based on the information provided to EDI by the client, EDI understands that the Client desires to have EDI perform a pre-demolition asbestos survey of the above referenced property located in Chicago, Illinois. On October 27, 2008, the Client and EDI conducted a pre-proposal site evaluation of the subject property. Based on that evaluation, EDI understands that the subject property contains a single-story building. The two joined tenant spaces to be surveyed are comprised of approximately 4,500 square feet total and are currently vacant, scheduled for demolition. The Client has requested that a pre-demolition asbestos survey, including destructive sampling be performed. Destructive sampling is labor intensive and includes an invasive survey into walls, ceilings and other concealed areas to assess and sample suspect asbestos-containing material. EDI understands that the Client will also need a pre-demolition asbestos survey to be conducted on two (2) adjacent units to the subject property; costs for those surveys *are not* included in this proposal.

Scope of Work

The purpose of the pre-demolition asbestos survey is to evaluate for the presence of and quantify suspect asbestos-containing material (ACM) prior to demolition of the structure. EDI will conduct destructive sampling, which is an invasive, labor intensive procedure to search for ACM in walls, ceilings and other typically inaccessible areas. The pre-demolition ACM survey will be in compliance with regulations promulgated by the U.S. Environmental Protection Agency (EPA). The work will meet the requirements specified in the National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations to identify Asbestos Containing Building Materials (ACBM) in industrial, commercial and public buildings.



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Pre-Demolition Asbestos Survey

The asbestos survey will include the following activities:

1. EDI will review any existing documentation provided by the Client.
2. EDI will conduct a visual inspection and quantify suspect ACM.
3. EDI will conduct destructive sampling, including selective destruction of walls, ceilings and other finished surfaces to expose inaccessible areas of the structure. Damages to the interior finishes and roof will not be repaired by EDI as part of this project.
4. EDI will collect bulk samples from suspect asbestos-containing material (ACM).
 - i) Bulk sample analysis shall be billed to the Client at agreed sample cost included herein for actual number of samples collected. Estimates of bulk samples included in the Scope of Work are provided as an average that EDI anticipates the building survey.
 - ii) EDI estimates up to 150 bulk samples to be collected during the building survey. The estimated number of bulk samples is based on suspect asbestos containing materials that were observed in accessible areas during the pre-proposal evaluation. The number of bulk samples is based on an estimated 50 different homogeneous sampling areas (HSA) for the building. EPA regulations require that a minimum of three (3) samples be collected from each HSA material to adequately determine the presence of asbestos. A HSA is defined as an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture, application date and manufacture.
 - iii) EDI will analyze bulk samples collected to first-positive stop for each homogeneous sampling area identified.
5. EDI will analyze bulk samples for asbestos content by polarized light microscopy (PLM), utilizing a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). Samples will be analyzed on a 72-hour turnaround time for results. Flooring materials (if any) found negative by PLM should be analyzed by transmission electron microscopy (TEM). EDI has included up to (9) TEM bulk samples to be collected and analyzed if necessary. Analysis will only be performed if authorized by the Client.

EDI will prepare one (1) final report for the Pre-Demolition ACM survey. The report will include;

- a narrative summary,
- results of ACM bulk sampling,
- the location and approximate quantities of each identified ACM, and,



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- a cost estimate for abatement of the identified ACM.

One (1) hard-copy and one (1) electronic copy of the final report will be provided.

Additional/Changed Services

If, during the course of EDI's work, it becomes necessary for the Client to alter the project work in any way whatsoever, EDI shall notify the Client whether such alteration constitutes a departure from the agreed Scope of Work. The compensation and time for completion shall be adjusted, if necessary, to reflect such change in a manner to be negotiated between the Client and EDI prior to the performance of any changed or additional work by EDI. EDI shall not provide additional services for the project unless authorized in writing by the Client.

Responsibilities of the Client

1. The Client shall provide full information regarding its requirements for the project.
2. The Client shall designate a representative authorized to act on its behalf with respect to the Project. All communication and authorization shall be by or through such a representative. The Client shall examine documents submitted by EDI and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of EDI's services.
3. The Client shall furnish all required information as expeditiously as necessary for the orderly progress of EDI's services.
4. The Client shall provide EDI all existing data pertinent to the Project, including reports, mapping and other Project related information. This will include necessary AutoCAD copies of building layouts for asbestos identification on drawings.
5. The services, information, and reports stated above shall be furnished at the Client's expense and EDI shall be entitled to rely upon the accuracy and completeness thereof.
6. The Client shall provide access to enter upon private and public lands as required for the performance of the services of EDI.

Compensation and Payment

Laboratory analysis will be billed to the Client using the following rates based on the actual number of samples collected and analyzed. An estimated number of bulk samples is provided only for costing purposes.



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For the Scope of Work detailed above, EDI shall be compensated on a lump sum of Six Thousand Three Hundred Dollars (\$6,300), plus laboratory analysis cost. EDI estimates approximately \$1,905 for laboratory analytical cost for an estimated project total of Eight Thousand Two Hundred and Five Dollars (\$8,205). (i.e.; 150 asbestos PLM samples @ \$7/sample, 9 asbestos TEM samples @ \$95/sample)

The proposed budget has been developed with the utmost efficient schedule and technique of environmental inspection. Assumed in the proposed Scope of Work and fee for service is that the building will be made available for inspection in a timely and scheduled manner.

EDI will reserve the right to request a change order for additional funds should any unforeseen obstacles/issues arise, i.e., availability of locked locations, scheduling around Client or existing tenants/occupants, added buildings, sites or materials, etc. EDI will be compensated for all Additional Services above what is detailed herein on a time and materials basis based on the following:

Licensed Asbestos Inspector	\$70/hr
Asbestos Technician	\$55/hr
Project Manager (QA/QC)	\$90/hr
PLM Bulk Samples	\$7/each
TEM Bulk Samples (if authorized by Client)	\$95/each

EDI will invoice the Client monthly during the project duration and payment for services shall be made within 30 days of the date of the invoice. Balance unpaid at due date will be assessed a service charge of 1.5% per month on portion of a month until paid. The client will be liable for legal and all other costs EDI may incur to collect fees.

Liability

To the maximum extent permitted by law, the Client agrees to limit EDI's liability for the Client's damages, including attorney's fees and costs to the Consultant's fee or the amount available under EDI's insurance policies, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Indemnification

EDI assumes no responsibility for the discharge of, or exposure to, any hazardous, toxic, infectious materials, or other harmful substances and assumes no responsibility for its existence or removal. The Client shall be responsible for removal and other services.

Client shall indemnify and hold harmless EDI from and against all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses may arise from any



Environmental Design International Inc.

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such discharge or exposure of hazardous, toxic or infectious materials or caused by any negligent act, error or omission of the Client or any person or organization for which the Client is legally liable.

Upon completion of all services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Paragraph shall survive.

Company Qualifications

EDI, a minority-owned/female-owned business, is a professional engineering firm offering a variety of environmental consulting, civil engineering, surveying, industrial hygiene, and information technology services. EDI's headquarters is located at 33 West Monroe, in Chicago, Illinois. Founded in 1991, EDI has over 70 professionals including environmental engineers and scientists, geologists, industrial hygienists, civil engineers, surveyors, construction inspectors, asbestos and lead professionals, and CADD operators. Our clients range from federal, state and local agencies and municipalities to financial institutions, real estate companies, Fortune 500 corporations, and other commercial/industrial firms.

Closing

We hope this proposal meets with your approval. Please sign and fax a copy of this agreement as an indication of acceptance and notice to proceed. We appreciate this opportunity and look forward to working with you on this project.

Please feel free to call Mr. Gary P. Flentge at (312) 345-8679 for any assistance. Thank you,

Respectfully,
Environmental Design International, inc.

Deborah M. Sawyer, CHMM
President and CEO

Gary P. Flentge MPH, LEHP, REA
Department Manager, Industrial Hygiene

Accepted: McDonagh Demolition, Inc.

Signature _____

Name/Title _____

Date _____

**Schedule B
PROJECT DOCUMENTS**

**ASBESTOS SURVEY
WHITNEY YOUNG LIBRARY – PS1486
PROJECT NUMBER: 08070**

NO ATTACHMENTS

**SCHEDULE C
COMPENSATION OF THE CONSULTANT**

**ASBESTOS SURVEY
WHITNEY YOUNG LIBRARY – PS1486
PROJECT NUMBER: 08070**

C.1 CONSULTANT'S FEE

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a Not to Exceed Fee ("Fee") of **\$8,205.00** 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 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.
- C.2.2 **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.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



**Environmental Design
International inc.**
Engineers · Scientists · Surveyors

33 West Monroe, Suite 1825
Chicago, IL 60603-5326

phone: 312-345-1400
fax: 312-345-0529
web: envdesigni.com

November 7, 2008

Mr. John Tisdall
Senior Project Manager
McDonagh Demolition, Inc.
1269 W. LeMoyné
Chicago, Illinois 60622

**Subject: Proposal for Professional Services - REVISED
Pre-Demolition Asbestos Survey
Unit 415 - 79th & Martin Luther King
Chicago, Illinois**

Dear Mr. Tisdall:

Environmental Design International, inc. (EDI) is pleased to submit this REVISED proposal for professional services as outlined herein. The scope of work and fee estimate is based on information supplied to EDI by McDonagh Demolition, Inc. (Client); federal, state and local regulations, and our prior experience on similar projects.

Project Understanding

Based on the information provided to EDI by the client, EDI understands that the Client desires to have EDI perform a pre-demolition asbestos survey of the above referenced property located in Chicago, Illinois. On October 27, 2008, the Client and EDI conducted a pre-proposal site evaluation of the subject property. Based on that evaluation, EDI understands that the subject property contains a single-story building. The two joined tenant spaces to be surveyed are comprised of approximately 4,500 square feet total and are currently vacant, scheduled for demolition. The Client has requested that a pre-demolition asbestos survey, including destructive sampling be performed. Destructive sampling is labor intensive and includes an invasive survey into walls, ceilings and other concealed areas to assess and sample suspect asbestos-containing material. EDI understands that the Client will also need a pre-demolition asbestos survey to be conducted on two (2) adjacent units to the subject property; costs for those surveys *are not* included in this proposal.

Scope of Work

The purpose of the pre-demolition asbestos survey is to evaluate for the presence of and quantify suspect asbestos-containing material (ACM) prior to demolition of the structure. EDI will conduct destructive sampling, which is an invasive, labor intensive procedure to search for ACM in walls, ceilings and other typically inaccessible areas. The pre-demolition ACM survey will be in compliance with regulations promulgated by the U.S. Environmental Protection Agency (EPA). The work will meet the requirements specified in the National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations to identify Asbestos Containing Building Materials (ACBM) in industrial, commercial and public buildings.



Environmental Design
International inc.

Mr. John Tisdall
Pre-Demolition Asbestos Survey - REVISED
Unit 415 - 79th & Martin Luther King
Chicago, Illinois
November 7, 2008
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Pre-Demolition Asbestos Survey

The asbestos survey will include the following activities:

1. EDI will review any existing documentation provided by the Client.
2. EDI will conduct a visual inspection and quantify suspect ACM.
3. EDI will conduct destructive sampling, including selective destruction of walls, ceilings and other finished surfaces to expose inaccessible areas of the structure. Damages to the interior finishes and roof will not be repaired by EDI as part of this project.
4. EDI will collect bulk samples from suspect asbestos-containing material (ACM).
 - i) Bulk sample analysis shall be billed to the Client at agreed sample cost included herein for actual number of samples collected. Estimates of bulk samples included in the Scope of Work are provided as an average that EDI anticipates the building survey.
 - ii) EDI estimates up to 150 bulk samples to be collected during the building survey. The estimated number of bulk samples is based on suspect asbestos containing materials that were observed in accessible areas during the pre-proposal evaluation. The number of bulk samples is based on an estimated 50 different homogeneous sampling areas (HSA) for the building. EPA regulations require that a minimum of three (3) samples be collected from each HSA material to adequately determine the presence of asbestos. A HSA is defined as an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture, application date and manufacture.
 - iii) EDI will analyze bulk samples collected to first-positive stop for each homogeneous sampling area identified.
5. EDI will analyze bulk samples for asbestos content by polarized light microscopy (PLM), utilizing a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). Samples will be analyzed on a 72-hour turnaround time for results. Flooring materials (if any) found negative by PLM should be analyzed by transmission electron microscopy (TEM). EDI has included up to (9) TEM bulk samples to be collected and analyzed if necessary. Analysis will only be performed if authorized by the Client.

EDI will prepare one (1) final report for the Pre-Demolition ACM survey. The report will include;

- a narrative summary,
- results of ACM bulk sampling,
- the location and approximate quantities of each identified ACM, and,



*Environmental Design
International inc.*

**Mr. John Tisdall
Pre-Demolition Asbestos Survey - REVISED
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-
- a cost estimate for abatement of the identified ACM.

One (1) hard-copy and one (1) electronic copy of the final report will be provided.

Additional/Changed Services

If, during the course of EDI's work, it becomes necessary for the Client to alter the project work in any way whatsoever, EDI shall notify the Client whether such alteration constitutes a departure from the agreed Scope of Work. The compensation and time for completion shall be adjusted, if necessary, to reflect such change in a manner to be negotiated between the Client and EDI prior to the performance of any changed or additional work by EDI. EDI shall not provide additional services for the project unless authorized in writing by the Client.

Responsibilities of the Client

1. The Client shall provide full information regarding its requirements for the project.
2. The Client shall designate a representative authorized to act on its behalf with respect to the Project. All communication and authorization shall be by or through such a representative. The Client shall examine documents submitted by EDI and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of EDI's services.
3. The Client shall furnish all required information as expeditiously as necessary for the orderly progress of EDI's services.
4. The Client shall provide EDI all existing data pertinent to the Project, including reports, mapping and other Project related information. This will include necessary AutoCAD copies of building layouts for asbestos identification on drawings.
5. The services, information, and reports stated above shall be furnished at the Client's expense and EDI shall be entitled to rely upon the accuracy and completeness thereof.
6. The Client shall provide access to enter upon private and public lands as required for the performance of the services of EDI.

Compensation and Payment

Laboratory analysis will be billed to the Client using the following rates based on the actual number of samples collected and analyzed. An estimated number of bulk samples is provided only for costing purposes.



Environmental Design
International inc.

Mr. John Tisdall
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Unit 415 - 79th & Martin Luther King
Chicago, Illinois
November 7, 2008
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For the Scope of Work detailed above, EDI shall be compensated on a lump sum of **Six Thousand Three Hundred Dollars (\$6,300)**, plus laboratory analysis cost. EDI estimates approximately \$1,905 for laboratory analytical cost for an estimated project total of **Eight Thousand Two Hundred and Five Dollars (\$8,205)**, (i.e.: 150 asbestos PLM samples @ \$7/sample, 9 asbestos TEM samples @ \$95/sample)

The proposed budget has been developed with the utmost efficient schedule and technique of environmental inspection. Assumed in the proposed Scope of Work and fee for service is that the building will be made available for inspection in a timely and scheduled manner.

EDI will reserve the right to request a change order for additional funds should any unforeseen obstacles/issues arise, i.e., availability of locked locations, scheduling around Client or existing tenants/occupants, added buildings, sites or materials, etc. EDI will be compensated for all Additional Services above what is detailed herein on a time and materials basis based on the following:

Licensed Asbestos Inspector	\$70/hr
Asbestos Technician	\$55/hr
Project Manager (QA/QC)	\$90/hr
PLM Bulk Samples	\$7/each
TEM Bulk Samples (if authorized by Client)	\$95/each

EDI will invoice the Client monthly during the project duration and payment for services shall be made within 30 days of the date of the invoice. Balance unpaid at due date will be assessed a service charge of 1.5% per month on portion of a month until paid. The client will be liable for legal and all other costs EDI may incur to collect fees.

Liability

To the maximum extent permitted by law, the Client agrees to limit EDI's liability for the Client's damages, including attorney's fees and costs to the Consultant's fee or the amount available under EDI's insurance policies, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Indemnification

EDI assumes no responsibility for the discharge of, or exposure to, any hazardous, toxic, infectious materials, or other harmful substances and assumes no responsibility for its existence or removal. The Client shall be responsible for removal and other services.

Client shall indemnify and hold harmless EDI from and against all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses may arise from any



Environmental Design International inc.

Mr. John Tisdall
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such discharge or exposure of hazardous, toxic or infectious materials or caused by any negligent act, error or omission of the Client or any person or organization for which the Client is legally liable.

Upon completion of all services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Paragraph shall survive.

Company Qualifications

EDI, a minority-owned/female-owned business, is a professional engineering firm offering a variety of environmental consulting, civil engineering, surveying, industrial hygiene, and information technology services. EDI's headquarters is located at 33 West Monroe, in Chicago, Illinois. Founded in 1991, EDI has over 70 professionals including environmental engineers and scientists, geologists, industrial hygienists, civil engineers, surveyors, construction inspectors, asbestos and lead professionals, and CADD operators. Our clients range from federal, state and local agencies and municipalities to financial institutions, real estate companies, Fortune 500 corporations, and other commercial/industrial firms.

Closing

We hope this proposal meets with your approval. Please sign and fax a copy of this agreement as an indication of acceptance and notice to proceed. We appreciate this opportunity and look forward to working with you on this project.

Please feel free to call Mr. Gary P. Flentge at (312) 345-8679 for any assistance. Thank you,

Respectfully,
Environmental Design International, inc.

Deborah M. Sawyer, CHMM
President and CEO

Gary P. Flentge MPH, LEAP, REA
Department Manager, Industrial Hygiene

Accepted: McDonagh Demolition, Inc.

Signature _____

Name/Title _____

Date _____

Schedule D
INSURANCE REQUIREMENTS
ASBESTOS SURVEY
WHITNEY YOUNG LIBRARY – PS1486
PROJECT NUMBER: 08070

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 \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission, Board of Education of the City of Chicago, City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Board of Education of the City of Chicago and the City of Chicago 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 \$2,000,000 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.

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

D.1.5 Property

The Consultant is responsible for all loss or damage to Commission, Board and/or City of Chicago 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, Board of Education of the City of Chicago and the City of Chicago 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, Board of Education of the City of Chicago and City of Chicago, 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, Board of Education of the City of Chicago and the City of Chicago 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.

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**SCHEDULE E
KEY PERSONNEL**

**ASBESTOS SURVEY
WHITNEY YOUNG LIBRARY – PS1486
PROJECT NUMBER: 08070**

NAME	FIRM	TITLE
Gary Flentge, MPH, LEHP, REA	Environmental Design International, inc.	Industrial Hygiene Department Manager
Scott Dileto, CHMM	Environmental Design International, inc.	Project Manager

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.
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

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: Whitney Young Library Project no:08070
Description or goods or services to be provided under Contract: _____
Pre-Demolition Asbestos Survey
2. Name of Consultant: Environmental Design International, inc. (EDI)
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

4. The Consultant understands and agrees as follows:

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

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



Signature

January 19, 2009

Date

Nicholas A. Ciotola


Name (Type or Print)

Vice President and CFO

Title

Subscribed and sworn to before me

this 19th day of January 2009


Notary Public

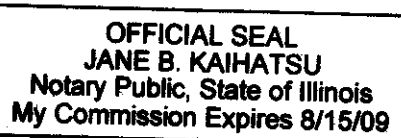


EXHIBIT B
DISCLOSURE AFFIDAVIT

Name: Environmental Design International, inc. (EDI)

Address: 33 W. Monroe Street, Suite 1825

Telephone No.: 312-345-1400

Federal Employer I.D. #: 36-3759119 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 Nicholas A. Ciotola, as Vice President and CFO
(Name) (Title)
and on behalf of Environmental Design International, 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 LLC (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
<u>Please see attached list</u>	_____	_____	_____
_____	_____	_____	_____

d. 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.

Name (Print or Type)	Address	Ownership Interest
<u>Deborah M. Sawyer, CHMM</u>	<u>5009 S. Ellis Avenue Chicago, IL 60615</u>	<u>95.5</u> %
_____	_____	_____ %
_____	_____	_____ %

e. For LLC's, state whether member-managed or identify managing member:

N/A

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
Yes No

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



*Environmental Design
International inc.*

**CURRENT BOARD OF DIRECTORS
Environmental Design International inc.
January 19, 2009**

NAME	TITLE	RACE/ M/F	DATE APPTED/ % Ownership	EXPERTISE PROVIDED	OCCUPATION
Deborah M. Sawyer 5009 S. Ellis Avenue Chicago, IL 60615	Director	Black-F	4/91	Env. Science	Owner
Betty P. Sawyer 317 N. Nelson Road Columbus, OH 43219	Director	Black-F	4/91	None	Retired Marketer
Leslie Sawyer 47 N. 20 th Street Columbus, OH 43203 (614) 258-5363	Director	Black-F	6/98	None	Administrator

CURRENT CORPORATE OFFICERS

Deborah M. Sawyer 5009 S. Ellis Ave. Chicago, IL 60615 773-548-8688	President	Black	4/91	Environmental. Science	Owner
Claire M. Williams 10716 S. Parnell Chicago, IL 60628 (773) 995-6511	Sr. Vice President	Black	10/05	Business Development	Marketing
Azucena DeAsis 4464 St. Tropez Drive Lisle, Illinois 60532 (630) 369-3739	Vice President	Asian	10/05	Administration	Administrator
Rick Redmon	Vice President	Black	10/05	Marketing	Marketer

47 N. 20th Street
Columbus, OH 43203
(614) 258-5363

Nicholas A. Ciotola 18W125 Rodgers Ct Darien, IL 60561-3630 (630) 969-2377	Vice President, Secretary & Treasurer	Caucasian	10/05	Finance/Law	Controller
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SECTION 2. PARTNERSHIPS

- 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
N/A _____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- 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)
N/A _____

- 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)
N/A _____	_____
_____	_____
_____	_____

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

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)
N/A	
_____	_____
_____	_____
_____	_____

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 affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

- a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
 3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
 4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
 5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil 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. **EXCEPT SEE NOTE #1**

B. SUBCONTRACTORS



*Environmental Design
International inc.*

Note #1

In the 17 years since its inception, only one client terminated EDI. That was a wrongful termination from the Chicago Public Schools (CPS) in February, 2007. EDI greatly disputes the reason for termination. CPS said EDI failed to properly perform services related to asbestos building inspection. EDI completely denies any failure to perform its services. In spite of that termination, EDI continues to perform many other contracts for CPS and for other City agencies. The representative of CPS who should be contacted is:

Ms. Heather Obora
Chief Purchasing Officer
Chicago Public Schools
(773) 553-2750

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct 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.

N/A

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

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

D. OTHER TAXES/FEEES

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

N/A

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

N/A

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 Restriction⁵; (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:

SEE NOTE #2

(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 Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. 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.



*Environmental Design
International inc.*

Note #2

EDI, along with others, is negotiating a judicial Consent Order to resolve a dispute with the Illinois Attorney General. The Attorney General is alleging violations of the Illinois Asbestos Abatement Act, the Illinois Commercial and Public Building Asbestos Abatement Act, and the Asbestos Management Regulations of the Illinois Department of Public Health ("Alleged Violations") in connection with work done at a Chicago public school in 2006. EDI does not admit to any liability in the Consent Order. In fact, EDI strongly disagrees with the Alleged Violations as they pertain to EDI's work. However, the purpose of entering into the Consent Order is to conclude the matter with the Attorney General and to minimize legal and other costs. EDI expects the Consent Order to be filed and ordered by the courts in approximately 30 days.

V. 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.

N. A. Ciotola

Signature of Authorized Officer

Nicholas A. Ciotola

Name of Authorized Officer (Print or Type)

Vice President and CFO

Title

312-345-1400

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 19th day of January, 2009 by

Nicholas A. Ciotola (Name) as Vice President and CFO (Title) of

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

Jane B. Kaihatsu

Notary Public Signature and Seal

OFFICIAL SEAL
JANE B. KAIHATSU
Notary Public, State of Illinois
My Commission Expires 8/15/09

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 C

W-9 FORM

**ASBESTOS SURVEY
WHITNEY YOUNG LIBRARY – PS1486
PROJECT NUMBER: 08070**

(COMMISSION'S W-9 FORM EXECUTED BY CONSULTANT FOLLOWS THIS PAGE.)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Environmental Design International, inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 33 W. Monroe Street, Suite 1825	Requester's name and address (optional)
	City, state, and ZIP code Chicago, IL 60603	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number 36 3759119

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>V. A. [Signature], V.P. & CFO</i>	Date ▶ January 19, 2009
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-3 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**SECRETARY'S CERTIFICATE OF THE RESOLUTION OF THE BOARD OF
DIRECTORS OF
ENVIRONMENTAL DESIGN INTERNATIONAL, INC.**

I, Azucena De Asis, the duly appointed and authorized Assistant Secretary of Environmental Design International, Inc., an Illinois Corporation, hereby certify that the following resolution was enacted at a meeting of the Board of Directors held on January 16, 2009, at which all Directors were present.

“RESOLVED, that Nicholas A. Ciotola, Vice President and Chief Financial Officer of the corporation, is hereby authorized and empowered to take any actions and do all things necessary to execute contract number PS1486 between the Public Building Commission of Chicago and Environmental Design International, Inc. to provide asbestos survey for Whitney Young Library, project number: 08070.”

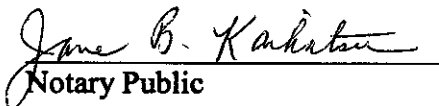
Dated as of January 16, 2009



Azucena De Asis
Assistant Secretary

Subscribed and sworn to before me

This 19th day of January, 2009



Notary Public

OFFICIAL SEAL JANE B. KAIHATSU Notary Public, State of Illinois My Commission Expires 8/15/09
--

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2009

PRODUCER Euclid Insurance Services, Inc 234 Spring Lake Dr Itasca, IL 60143 630 694-3700	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Environmental Design International, Inc. 33 W Monroe Ste 1825 Chicago, IL 60603 <i>PS1486</i>	INSURER A: Hartford Casualty Ins Co	29424
	INSURER B: Hartford Underwriters Ins	30104
	INSURER C: Twin City Fire Ins Co	29459
	INSURER D: Hudson Specialty Ins Co	37079
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Valuable Papers \$400,000 limit GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	83SBANH6388	05/11/08	05/11/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	83UECLP3030	05/11/08	05/11/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	83SBANH6388	05/11/08	05/11/09	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83WECKB6504	05/11/08	05/11/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D		OTHER Environmental Consultants Prof/ Pollution Liab.	CPLPL301600010801	12/31/08	12/31/09	\$3,000,000 each claim / annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Please note: The issuing insurer will endeavor to mail 10 days notice in the event of a cancellation for non-payment of premium.

Professional Liability is written on a 'claims made' policy form.

Pollution Liability is written on an 'occurrence' policy form.

(See Attached Descriptions)

1/22/2009
[Signature]

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission
 Richard J. Daley Center
 50 W Washington, Rm 200
 Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

PS1486

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

PS1486

DESCRIPTIONS (Continued from Page 1)

Project: PS1486 - Whitney Young Library

***Important: Please note that specific project descriptions are provided as a reference only. Most limits of liability are subject to aggregate amounts and are not dedicated to specific projects.**

The Public Building Commission of Chicago, the Whitney Young Library and the City of Chicago are included as additional insureds on a primary, non-contributory basis with respect to General and Auto Liability provided that the named insured has agreed to provide this coverage because of a written contract or agreement.

A Waiver of Subrogation applies to the above named additional insureds with respect to General Liability, Auto Liability and Workers Compensation provided that the Named Insured performs work under a written contract that requires obtaining this agreement.

From: Suzanne Ekaitis
To: Bell, Gary; Schleyer, Richard; Tomas-Foster, LeeAnn
Date: 1/21/2009 12:59 PM
Subject: Re: Whitney Young Library - Environmental Svcs PS1486

CC: Shannon, Margarita

Gary,
This project is not within 50' of a RR ROW.
Suzie

>>>

From: Gary Bell
To: LeeAnn Tomas-Foster; Richard Schleyer; Suzanne Ekaitis
CC: Margarita Shannon
Date: 1/21/2009 12:33 PM
Subject: Whitney Young Library - Environmental Svcs PS1486

Team,
Could you verify if the above project is within 50 ft. of a railroad right of way?
Thanks

GS. Bell
Contract Officer
Public Building Commission
Phone (312) 744-9287
Fax (312) 744-3572