



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

PROFESSIONAL SERVICES AGREEMENT
ENVIRONMENTAL ENGINEERING SERVICES
(PS2060D)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

CARNOW, CONIBEAR, & ASSOC., LTD.

FOR

ENVIRONMENTAL ENGINEERING SERVICES (PS2060D)

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

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|---------------------------|---|
| | |
| FIRM NAME: | Carnow, Conibear & Assoc., Ltd. |
| CONTACT NAME: | David Bremer |
| CONTACT TELEPHONE: | 312.762.2915 |
| CONTACT EMAIL: | dbremer@ccltd.com |
| ADDRESS: | 600 W. Van Buren Street, Suite 500 Chicago, Illinois 60607 |

Mayor Rahm Emanuel
Chairman

Felicia S. Davis
Executive Director

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EXECUTION PAGE
ENVIRONMENTAL ENGINEERING SERVICES - PS2060D

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emmanuel Date: _____
Mayor Rahm Emmanuel
Chairman

ATTEST:

Lori Ann Lyppson Date: 2/25/16
Secretary

Carnow, Conibear & Assoc., Ltd.
CONSULTANT: _____ Date: February 2, 2016
[Signature]
President or Approved Signatory

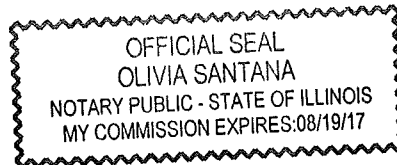
AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Carnow, Conibear & Assoc. and Ltd.
on behalf of Consultant this 2nd day of February 2016.

Olivia Santana
Notary Public
My Commission expires: 08/19/17
(SEAL OF NOTARY)



Approved as to form and legality:
Anne J. Fredl
Neal & Leroy, LLC

Date: 2-8-16

**SCHEDULE A
TERMS AND CONDITIONS**

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

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

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

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

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

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

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

7. **Term.**

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

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

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

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

17. Miscellaneous.

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

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SCHEDULE B
SCOPE OF SERVICES

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

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

General Detailed Scope of Services – Environmental Consulting Services

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

Category A. Planning Phase Environmental Services

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

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

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

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

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

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

Category B. Environmental Design Phase Environmental Services

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

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

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

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

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

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

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

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

4. Bid Package Generation

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

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

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

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

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

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

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

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

- i. Pre-Bid
- ii. Technical Review

iii. Construction Pre-Installation Meeting

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

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

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

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

Category C. Construction Phase Environmental Oversight Services

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

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

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

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

C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

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

C.3 METHOD OF PAYMENT

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

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

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

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

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**LOADED HOURLY RATES - ENVIRONMENTAL CONSULTING SERVICES
ENVIRONMENTAL ENGINEERING SERVICES - PS2060D**

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

| Job Title | Unit | Hourly Rates |
|--|----------|--------------|
| Phase I and II Environmental Assessments/Design and Construction Management | | |
| A Principal | Per hour | \$ 165.00 |
| B Environmental Engineer P.E. | Per hour | \$ 115.00 |
| C Environmental Engineer | Per hour | \$ 75.00 |
| D Geologist/Hyrdologist | Per hour | \$ 75.00 |
| E Certified Industrial Hygienist | Per hour | \$ 150.00 |
| F Environmental Scientist | Per hour | \$ 75.00 |
| G Building Inspector (Hazardous Waste) | Per hour | \$ 75.00 |
| H Chemist | Per hour | \$ 90.00 |
| I Environmental Communications Specialist | Per hour | \$ 90.00 |
| J Project Manager | Per hour | \$ 110.00 |
| K Senior Project Manager | Per hour | \$ 135.00 |
| L Environmental Technician | Per hour | \$ 55.00 |
| M Clerical/Administrative Staff | Per hour | \$ 40.00 |
| N Drafting Technician | Per hour | \$ 55.00 |
| O Civil Engineer | Per hour | \$ 75.00 |
| P Professional Geologist | Per hour | \$ 95.00 |
| Q Insert Other Title Here | Per hour | \$ - |
| Environmental Design Services | | |
| A Environmental Engineer P.E. | Per hour | \$ 115.00 |
| B CAD Specialist | Per hour | \$ 65.00 |
| C Drafting Technician | Per hour | \$ 55.00 |
| D Clerical/Administrative Staff | Per hour | \$ 40.00 |
| E Engineer | Per hour | \$ 75.00 |
| F Project Manager | Per hour | \$ 110.00 |
| G Sr. Project Manager | Per hour | \$ 135.00 |

SCHEDULE D INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

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

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

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

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

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

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

D.1.5 Property

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

D.1.6 Valuable Papers

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

D.1.7 Contractors Pollution Liability

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

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

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

D.1.8 Railroad Protective Liability

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

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

D.2. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

Consultant must submit the following:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2016

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

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

| | |
|--|--|
| PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191 | CONTACT NAME: Willis Towers Watson Certificate Center |
| | PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 |
| | E-MAIL ADDRESS: certificates@willis.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Navigators Specialty Insurance Company NAIC # 36056 |
| | INSURER B: Hartford Underwriters Insurance Company 30104 |
| | INSURER C: Travelers Property Casualty Company of America 25674 |
| | INSURER D: Hartford Casualty Insurance Company 29424 |
| | INSURER E: |
| | INSURER F: |

INSURED
Carnow, Conibear & Associates, Ltd.
600 W Van Buren
Suite 500
Chicago, IL 60607

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | X | | CH15NP4030263NC | 07/31/2015 | 07/31/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | | 83UECVO6154 | 07/31/2015 | 07/31/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | CH15NP4030263NC | 07/31/2015 | 07/31/2016 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 6JUB-0G22690-9-15 | 07/31/2015 | 07/31/2016 | <input checked="" type="checkbox"/> PER STATUTE <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 |
| A | Prof & Poll Liab. | | | CH15NP4030263NC | 07/31/2015 | 07/31/2016 | Ded: \$25,000/Limit: 5,000,000 |
| D | Commercial Property | | | 83SBAUR6715 | 07/31/2015 | 07/31/2016 | See Attached |

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

Project # PS2060D

Coverage for Contractual Liability is provided under General Liability policy.

The Professional and Pollution Liability Coverages covered on Navigators policy are also covered under the Umbrella/Excess policy.

The Public Building Commission of Chicago, the City of Chicago and the User Agency and owners specified on the Task Order are included as Additional Insureds as respects to General Liability and Auto Liability.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| Public Building Commission 50 West Washington Street Richard J. Daley Center, Room 200 Chicago, IL 60602 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Andrea Paris</i> |
|---|--|

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AGENCY CUSTOMER ID: CARNCON-02

SHARMAAJ

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | | |
|------------------------------------|----------------------|---|--|
| AGENCY Willis of Illinois, Inc. | | NAMED INSURED Carnow, Conibear & Associates, Ltd. 600 W Van Buren Suite 500 Chicago, IL 60607 | |
| POLICY NUMBER SEE PAGE 1 | | EFFECTIVE DATE: SEE PAGE 1 | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | | |

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

ADDITIONAL COVERAGE SCHEDULE

| COVERAGE | LIMITS |
|--|---|
| POLICY TYPE: Commercial Property CARRIER: Hartford Casualty Insurance Company POLICY TERM: 7/31/2015 - 7/31/2016 POLICY NUMBER: 83SBAUR6715 | BPP- \$1,750,000 Valuable Papers- \$50,000 |

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

Environmental Engineering Services PS 2060
Key Personnel Matrix

| Respondent Staff | Years with Current Firm | Years in Env Industry | Experience in Category A | Experience in Category B | Experience in Category C | 10 Years' experience in IEPA SRP Project Management | 7 Years' experience in managing leaking USTs in IL | Owner's Representative Services Experience | Environmental Grant Administration Experience | QA/QC Technical Review |
|-------------------------|--------------------------------|------------------------------|---------------------------------|---------------------------------|---------------------------------|--|---|---|--|-------------------------------|
| Bremer, David | 25 | 26 | X | X | X | X | X | X | X | X |
| Harrington, Joseph | 3 | 3 | X | X | X | | | | | |
| Kokoneshi, Renisa | 1 | 1 | X | | X | | | | | |
| Madden, Eric | 3 | 3 | X | | X | | | | | |
| Melero, Nohemi | 8 | 11 | X | X | X | | X | | | X |
| Ryan, Stephen | 1 | 26 | X | X | X | X | X | X | X | X |
| Screeden, Adam | 3 | 4 | X | X | X | | | | | |
| Wyco, Mark | 7 | 24 | X | X | X | | | X | X | X |

David S. Bremer, CHMM, REM *Director, Environmental Engineering Services*

David Bremer directs a staff of professional engineers, professional geologists, environmental scientist/specialists, computer aided drafting technicians, and industrial hygienists in the performance of environmental site investigations, environmental design and engineering, Site Remediation Program (SRP) investigations and reporting, Leaking Underground Storage Tank (LUST) removals, closures and reimbursements, geotechnical evaluations, geophysical investigations, construction and demolition management, as well as asbestos, lead and various other environmental investigations and clean-ups. He prepares and evaluates proposals for department and inter-company departments. He performs quality control/quality assurance and also serves as Project Executive on projects. He serves as principal contact with clients, architects, designers, construction managers, and regulatory agencies. He assists in negotiations regarding clean-up costs with sellers, buyers, developers, and governmental agencies.

EXPERIENCE

26 years performing environmental consulting services. Project experience includes: over 1000 Phase I and II ESAs; over 100 LUST sites, over 75 SRP sites; RCRA and TSCA closures, preparing remediation design packages of residential, commercial and public buildings and facilities; managing multi-million dollar remediation projects; remediation/treatment design, demolition and construction management activities; and managing other types of environmental and industrial hygiene projects.

EDUCATION

BS, Industrial Engineering Technology
Southern Illinois University, Carbondale, Illinois
AS, Highway Engineering Technology
Morrison Institute of Technology, Morrison, Illinois

PROFESSIONAL CERTIFICATIONS

Certified Hazardous Materials Manager
Recognized Environmental Manager
Asbestos Inspector/Management Planner – IDPH
Lead Inspector – IDPH
40-Hour OSHA HAZWOPER
8-Hour OSHA HAZWOPER Supervisor

PROJECT EXPERIENCE

City of Chicago Department of Fleet and Facilities Management (2FM)

Environmental Engineering Services – Various Residential, Commercial, and Industrial Sites
Director for all environmental engineering services performed under the multi-year term contract. Manages, directs and performs quality control/quality assurance for Phase I and II Environmental Site Assessments, UST removals and closure reporting, Site Remediation Program investigations and reporting, and environmental remediation for numerous city projects. Prepares remediation cost estimates for abatement, UST removals, and soil and groundwater remediation, asbestos abatement, demolition for future development of the contaminated sites. Managed the assessments and remediation of sites contaminated by previous use including PNAs, Inorganics, PCBs, solvents, USTs and ASTs. Enrolled sites in the IEPA's Site Remediation Program. Prime contact for interface with regulatory agency and City. Principal liaison between the 2FM, other City agencies, and developers. Assisted the City in obtaining *No Further Remediation* letters on numerous sites through both LUST program and SRP.

Public Building Commission of Chicago

Environmental Engineering Services – Various Residential and Commercial Sites
Project Executive for Environmental Engineering and Renovation and Demolition Contracts. Managed and coordinated over 50 projects for the PBC. These include services from initial Phase I ESAs through NFR letters. Recent PBC projects include development of sites for the Jones College Prep, Taylor Lauridsen Park, Rosenblum Park, and Southwest Area Middle School. Worked with Architects of Record and PBC to prepare design plans to remediate sites as part of redevelopment. Prepared remediation design bid packages for Site Prep activities as well as development phases of the projects. Principal contact between PBC/Construction Manager, and Contractor for all remediation design and construction issues. Conducted review of design project submittals and assisted with Contractor pay application review. Enrolled various sites in IEPA's Site Remediation Program. Managed both on-site oversight staff and office report preparation staff. Performed quality control and quality assurance for all SRP and/or LUST reports. Assisted the PBC in obtaining *No Further Remediation* letters for numerous sites. Managed overall budget for consultant and subcontractor activities.

City of Chicago Department of Aviation*Environmental Engineering and Asbestos Abatement Services – Midway Airport Terminal Development Program*

Managed and performed Phase I and II ESAs, Phase III Remedial Design, demolition/construction oversight, and review of contractor's submittals. Compiled assessment and investigation data from numerous sites prepared by Carnow Conibear as well as data from reports prepared by others to prepare design plans and technical specifications for the proposed development. The remediation design plans included removal of ASTs, USTs, asbestos, lead paint, PCBs, universal wastes, and the removal and disposal of hazardous materials. Environmental design and construction management for eleven design packages performed as part of the MATDP. Several of the packages had overlapping work performed under separate bid packages by separate contractors. Served as principal contact and field manager as representative of the CDA on all environmental issues for over four years during the redevelopment phases of the project. Managed several engineers and specialist that documented the construction, abatement, UST removal, and remediation activities. Successfully closed numerous LUST incident sites. Two SRP NFRs were obtained for select acquisition properties. Managed the budget and performed quality control and quality assurance during project phases.

City of Chicago Department of Aviation*Hazardous Waste Remediation Project
O'Hare International Airport Acquisition Area –
O'Hare Modernization Program*

Served as Project Executive/Senior Project Manager for the \$6.2 million remediation of three parcels of acquired land. Project included the *in-situ* stabilization and removal of 82,000 tons of hazardous waste, 33,000 tons of special waste, 50,500 gallons of impacted groundwater, and replacement of 34,000 tons of backfill. All remediation work was required to be completed in 75 days before a scheduled ground breaking ceremony by the Mayor of Chicago for the OMP. All requested mercury hazardous waste removal, hazardous waste lead treatment and removal as well as petroleum special waste removal work requested to be removed by the City was completed by the deadline. Project also included the removal of a UST and numerous scrap tires encountered during the progression of work and changing backfill material due to other OMP design plan changes. Managed the overall budget and a staff of two field personnel and two office engineers throughout the duration of the project. Managed the preparation of a Remedial Action Completion Report and UST Corrective Action Completion Report.

City Colleges of Chicago*Geotechnical and Environmental Investigations
Student Services/Parking Facility Development at
Truman College and New Malcolm X College*

Managed the environmental and geotechnical investigations for a new six-story building/parking facility at Truman College. The project included performing over 30 soil borings, installation of monitoring wells, rock coring, and vane shear testing. Evaluated physical and analytical laboratory data for environmental impact and geotechnical characteristic. Managed the preparation of four overlapping remediation design packages for the development. Coordinated submittal reviews, remediation oversight and closeout activities. Managed all environmental oversight, submittal review and closeout for the Site Preparation caisson package for the New Malcolm X College. Currently managing all environmental design, oversight, and closeout work for the main building development package for the New Malcolm X College.

Chicago Department of Aviation*Phase I, II, and III Environmental Site Assessments,
Asbestos Surveys, AST Removal*

Managed the performance of Phase I, II, and III ESAs at former Meigs Field Airport as part of closure plan. Project included laboratory data from 80 soil borings and incorporation of data from former investigations. Reports included Tier 3 PNA background study. Removed several ASTs. Performed asbestos surveys on several buildings. Served as primary contact of the DOA in discussions with the DOE and Chicago Park District.

Chicago Department of Aviation*Underground Storage Tank Facility
Decommission and Removal*

Managed the \$1.2 million aircraft fueling facility decommissioning at Midway Airport. Removed USTs from 3 facilities, excavated 5,700 cubic yards of soil, and replaced 10,000 tons of fill. Installed acoustic sound wall, security fence, asphalt pavement, piping system, and sewer. Prepared all paperwork to secure an NFR letter from the IEPA for all sites.

LEARN Charter School*Site Remediation Program Consulting*

Project Manager for the development of two properties that were developed as an elementary school and associated parking lot. The school building property was formerly operated as a plating facility and the parking lot was a former gasoline station. Both presented some challenges but were successfully managed through the SRP and received approvals on the RAP and RACR without delay to the start of construction or school opening. NFR letters were received for both sites.

David S. Bremer, CHMM, REM
Registered Environmental Manager



**National Registry of
Environmental Professionals**
CERTIFIED

David Bremer REM 10270
Registered Environmental Manager

The Person Named Above Is
Qualified as Defined by the NREP

Richard A. Johnson
Executive Director

First Certified: 02/15/2009

02/15/2016

Expiration Date

Institute of Hazardous Materials Management

This certifies that

David S. Bremer

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


Certified Hazardous Materials Manager®



July 1997
Date of Certification

08283
Credential Number

July 31, 2018
Certification Expires


Executive Director

NATIONAL ENVIRONMENTAL TRAINERS

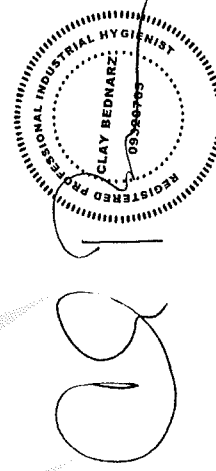
Certificate of Completion

David Bremer

has satisfactorily passed an exam and completed an 8-hour annual refresher training course entitled **Hazardous Waste Operations and Emergency Response** meeting the requirements identified in Title 29 CFR 1910.120.

This course has been awarded 1.34 Industrial Hygiene CM Points by the American Board of Industrial Hygiene-Approval Number 13334. This course is also eligible for .66 Continuance of Certification (COC) points from the Board of Certified Safety Professionals.

Signature of Instructor



Certificate Number: 121698

www.nationalenvironmentaltrainers.com

Clay A. Bednarz, MS, RPH

The Official Site of Environmental Health & Safety Training®

John M. Dobby, CIH, CSP
Director, Occupational Health & Safety Services

John Dobby provides direct client services and technical guidance to clients and Carnow Conibear staff in industrial hygiene, occupational safety and health, indoor air quality, and mold. He performs surveys and investigations, designs remediation plans, and designs and conducts training. Prior to his career at Carnow Conibear, he performed similar services for several other consulting firms and a national insurance carrier.

EXPERIENCE

Mr. Dobby has conducted or directed more than 3,000 industrial hygiene surveys and occupational health and safety evaluations over a career spanning more than 30 years.

EDUCATION

B.A. Physics
B.A. Philosophy
Benedictine College
Atchison, Kansas

PROFESSIONAL LICENSES/REGISTRATION

Certified Industrial Hygienist - American Board of Industrial Hygiene (ABIH)
Certified Safety Professional - Board of Certified Safety Professionals (BCSP)
Licensed Asbestos Project Designer - Illinois Department of Public Health (IDPH)
Licensed Industrial Hygienist - Illinois Environmental Protection Agency (IEPA)
American Industrial Hygiene Association (AIHA) National Member
AIHA Indoor Environmental Quality Committee, Former Member
ABIH - Indoor Environmental Quality Sub-Specialty
AIHA Chicago Section, Former Board of Directors
American Conference of Governmental Industrial Hygienists (ACGIH) - Associate Member
American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) - Member

PUBLICATIONS

The Indoor Air Quality Investigator's Guide, 2006,
AIHA, Contributing Author

PROJECT EXPERIENCE

Confidential Insurance Company, Various U.S. Locations

Designed and conducted industrial hygiene surveys for workers' compensation insurance clients of a nation-wide insurance company.

Confidential Plastic Molding Mfg. Company

Directed and conducted industrial hygiene surveys and performed environmental, safety and health audits for U.K.- based molded plastic manufacturing concern with domestic and international locations.

Confidential Beverage Can Mfg. Company

Directed and conducted environmental, safety and health audits for U.K.- based beverage can manufacturing company with domestic and international locations.

Confidential Banking Client, Chicago, Illinois

Managed and performed comprehensive mold investigations and remediation design plans for 14 Chicago area banks.

Confidential Retail Company, Columbus, Ohio

Conducted indoor air quality investigations and mold investigations for national retail outlets in 12 states involving monitoring and sampling for air quality parameters. Evaluated air handling systems.

Loyola University Medical Center, Maywood, Illinois

Directed and conducted indoor air quality investigations. Performed evaluations of industrial hygiene exposures including waste anesthetic gas exposures to operating room staff.

Confidential Glass Container Mfg. Company

Conducted and directed industrial hygiene surveys and performed safety and health audits for a French-owned glass container manufacturing company with 15 facilities in the U.S.

Confidential Chewing Gum Mfg. Company

Conducted and directed industrial hygiene surveys in the company's manufacturing locations in the U.S. and Canada.

Northwestern University, Evanston, Illinois

Designed and conducted indoor air quality and mold investigations on the Evanston and Chicago campuses.

ABIH[®]

american board of industrial hygiene[®]

organized to improve the practice of industrial hygiene
proclaims that

John M. Dobby

having met all requirements of
education, experience and examination, and
ongoing maintenance,
is hereby certified in the

**COMPREHENSIVE PRACTICE
of
INDUSTRIAL HYGIENE**

and has the right to use the designations

CERTIFIED INDUSTRIAL HYGIENIST

CIH

Certificate Number 3109 CP

Awarded: December 20, 1985

Expiration Date: June 1, 2018



[Signature]
Chair ABIH

[Signature]
Executive Director ABIH

John Dobby
Certified Safety Professional

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

2301 W. Bradley Avenue, Champaign, IL 61821 | P: +1 217-359-9263
To verify current status, visit bcsp.org/certification_directory.

Having met the applicable requirements defined by its bylaws,
BCSP hereby authorizes the use of

Certified Safety Professional (CSP)
to
John M Dobby

Expires on
12/31/2015

Certificate #
CSP-13979

Recertify by
12/31/2017


SECRETARY

John Dobby
Illinois Licensed Project Designer



ID NUMBER **ISSUED** **EXPIRES**
100 - 09261 3/16/2015 05/15/2016

JOHN M DOBBY
600 W VAN BUREN ST, SUITE
CHICAGO, IL 60607
Environmental Health

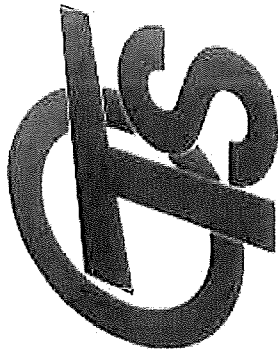


ENDORSEMENTS **TC EXPIRES**

PROJECT DESIGNER 11/24/2015

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

2014



Occupational Training & Supply, Inc.

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

Environmental Engineering Services
Carnow, Conibear, & Assoc., LTD.

Asbestos Project Designer Refresher

Occupational Training & Supply, Inc. certifies that

John Dobby

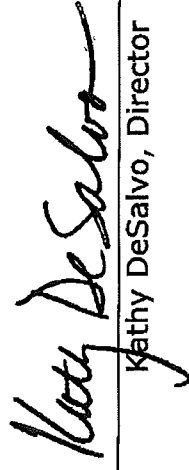
has successfully completed the Asbestos Project Designer Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance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

Course Date: 11/24/2014

Exam Date: 11/24/2014

Expiration Date: 11/24/2015

Certificate Number: PDR1411242958


Kathy DeSalvo, Director

Joseph Harrington *Environmental Specialist*

Joseph Harrington performs and oversees environmental engineering, site remediation, and environmental site investigations. He performs Phase I and Phase II Environmental Site Assessments, UST removal oversight, and regulatory groundwater and soil reporting.

EXPERIENCE

Three years experience in environmental consulting services.

EDUCATION

BS, Civil and Environmental Engineering
University of Wisconsin, Madison, Wisconsin

PROFESSIONAL CERTIFICATIONS

Engineer in Training
2-Hour Asbestos Awareness Training
40-Hour Hazardous Waste Site Worker Training

PROJECT EXPERIENCE

Various Clients

Phase I Environmental Site Assessments
Evaluated potential environmental risks and sources of contamination to determine current and historical recognized environmental conditions (RECs). Performed site inspections, interviews, and historical research of regulatory agency listings and documentation of previous site usage.

Phase II Environmental Site Assessments
Performed initial soil and groundwater sampling to investigate site conditions and determine the presence of Contaminants Of Concern (COCs). Laboratory results from the sampling activities were analyzed to determine contaminants in exceedance of regulatory standards.

Environmental Sampling and Reporting
Performed extensive soil and groundwater sampling to determine extent and location of identified COCs. Prepared Comprehensive Site Investigation Reports, Remediation Objectives Reports, and Remedial Action Plans, to fulfill Illinois EPA reporting duties. Assessments included Tier II and Tier III evaluations, groundwater modeling, and AutoCAD drawing.

UST Removal Oversight and Reporting
Performed oversight of UST removal activities including the removal of impacted soils. Collected confirmatory soil samples to verify extent of contamination and prepared associated reports.

Remediation Oversight and Reporting
Performed oversight activities for various redevelopment projects. Oversaw site remediation activities including the removal of impacted soil and the construction of engineered barriers. Prepared Remedial Action Completion Report to document remedial activities and apply for a No Further Remediation Letter upon completion of each project.

City of Chicago Department of Fleet & Facility Management

Remediation Oversight and Reporting
Performed remediation oversight and imported backfill verification for a trailhead at the Bloomingdale Trail. Fill sources were inspected, sampled, and reviewed to verify compliance with stipulations of an Intergovernmental Agreement property transaction.

City of Chicago Department of Aviation

Lead Contamination Investigation
Performed soil sampling and data analysis to determine the extent of hazardous lead contamination and exceedance of Soil Remediation Objectives. Developed site drawings as a component of a remedial design plan. Performed oversight of the hazardous lead treatment and disposal, including air sampling and confirmation soil sampling.

Chicago Park District

Topsoil Submittal Review
Performed analysis of laboratory data and approved submittal of topsoil to be imported to Fosco Park.

City of Chicago Department of Public Health

Fit Testing
Conducted respirator fit testing on several CDPH employees. Oversaw proper fit using Bitrex solution.

General Service Administration

Annual Emissions Report
Performed analysis of natural gas emissions based on boiler properties and operation hours. Calculated pollutant discharge rates and frequencies to fulfill EPA Title V reporting.

Chicago Public Schools

Inspection, Sampling, and Reporting
Performed hazardous material surveys, waste characterization services, and disposal efficiency analysis. Assessments were based upon historical site usage, onsite inspection, and selective sampling.

Housing Authority of Joliet

IHDA Documentation
Performed Phase I and II Environmental Site Assessments and additional sampling at Des Plaines Gardens Homes. Incorporated investigation findings and evaluated additional environmental considerations to fulfill application requirements for Illinois Housing Development Authority (IHDA) funding.

Joseph W. Harrington
Enrolled Professional Engineering Intern



NATIONAL ENVIRONMENTAL TRAINERS

Certificate of Completion

Joseph Harrington

has satisfactorily passed an exam and completed an 8-hour annual refresher training course entitled **Hazardous Waste Operations and Emergency Response** meeting the requirements identified in Title 29 CFR 1910.120.

This course has been awarded 1.34 Industrial Hygiene CM Points by the American Board of Industrial Hygiene-Approval Number 13334. This course is also eligible for .66 Continuance of Certification (COC) points from the Board of Certified Safety Professionals.

Signature of Instructor

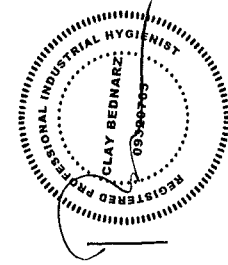


January 13, 2015

Certificate Number: 805810

www.nationalenvironmentaltrainers.com

Clay A. Bednarz, MS, RPIH



The Official Site of Environmental Health & Safety Training®

Renisa Kokoneshi, EIT *Environmental Specialist I*

Renisa Kokoneshi performs and oversees environmental engineering, site remediation, and environmental site investigations.

EXPERIENCE

Less than a year of experience in environmental consulting services.

EDUCATION

BS, Civil Engineering
University of Illinois at Chicago, Chicago, Illinois

PROFESSIONAL CERTIFICATIONS

Engineer in Training

PROJECT EXPERIENCE

Various Private Clients

Performed Phase I Environmental Site Assessments to assist clients in purchasing decisions of various properties. Performed site inspection, review background information, title searches, reviews of Freedom of Information Act (FOIA) requests, zoning, Sanborn, aerial, wetland, flood zone, regulatory databases, and USGS maps regarding site history, geology, hydrology, and potential contamination migration pathways. Evaluated potential sources of environmental concerns and provide recommendations.

Illinois Housing Development Authority (IHDA) Environmental Checklist

Performed a National Environmental Policy Act (NEPA) review for various projects. The review included an Illinois Housing Development Authority (IHDA) and Housing and Urban Development (HUD) checklist of statutory requirements based on site observations and document review. Evaluated the significance of the effects of the proposal on the character, features and resources of the project area. Recommended feasible ways in which the proposal or its external factors should be modified in order to minimize the adverse environmental impacts and restore or enhance environmental quality.

Chicago Public Schools

Performed design reviews for various Chicago Public Schools. Performed soil sampling, historic research, and reviews of Freedom of Information Act (FOIA) requests. Evaluated potential sources of environmental concerns. Periodically conducted site

inspections to monitor the disposal of site soils and the importation of the backfill materials.

Public Building Commission of Chicago

Remediation Oversight

Performed oversight activities for various projects. Oversaw construction activities including the removal of impacted soil, importation of the backfill materials, and the construction of artificial turf fields, playgrounds, school buildings, and other site improvements. Reviewed contractor submittals, prepared daily reports and generated final summary reports for issuance to the client.

Hazardous Materials Surveys

Performed hazardous materials survey for Dunne Elementary School. The hazardous survey consisted of visually inspecting the subject site to determine the presence and location of the hazardous materials prior to renovation and demolition work.

1915 N. Elston Avenue

Performed soil and vapor-soil sampling as part of Phase II Environmental Site Assessments. Advanced four soil borings, logged all samples to classify soil, performed field screening of soil for volatile organic compounds (VOCs) using a photoionization detector (PID), and collected one soil sample from each borehole and two soil gas samples for laboratory analysis.

Fit Testing

Conducted qualitative respirator fit testing for McNeal Hospital employees. Demonstrated employees how to properly fit the respirator according to the Occupational Safety and Health Administration (OSHA) regulations and oversaw proper fit using Bitrex solution.

State of Illinois

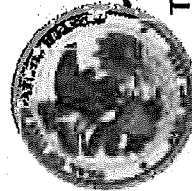
Department of Financial and Professional Regulation Division of Professional Regulation

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

LICENSE NO.
061.037747

**ENROLLED
PROFESSIONAL ENGINEER
INTERM**

**RENISA KOKONESHI
1115 W HAWTHORNE ST APT G
ARLINGTON HEIGHTS, IL 60005**



Manuel Flores
MANUEL FLORES
ACTING SECRETARY

Jay Stewart
JAY STEWART
DIRECTOR

The official status of this license can be verified at www.idfpr.com

8190399

Cut on Dotted Line ✂

Eric Madden
Environmental Specialist

Eric Madden performs and oversees environmental engineering, site remediation, and environmental site assessment projects.

EXPERIENCE

Over three year of experience performing oversight of site remediation activities for Carnow, Conibear & Assoc., Ltd.

EDUCATION

B.S. Environmental Geosciences
Northern Illinois University, DeKalb, Illinois

PROFESSIONAL CERTIFICATIONS

40 Hour HAZWOPER

PROJECT EXPERIENCE

Public Building Commission of Chicago
Rosenblum Park

Performed oversight activities for Rosenblum Park. Oversaw construction activities including the removal of impacted soil and the construction of artificial turf fields, playgrounds, asphalt surfaces and other site improvements. Reviewed contractor submittals and assisted with the generation of final reports for issuance to the client.

Dominguez Elementary School

Performed oversight activities for Dominguez Elementary School. Oversaw construction activities including the removal of impacted soil. Reviewed contractor submittals and generated final reports for issuance to the client.

Jones College Athletic Field

Performed oversight of Test Pits to investigate anomalies identified in Ground Penetrating Radar (GPR) survey. Documented Field activities and prepared summary report of findings.

Nohemi Melero *Field Supervisor*

Nohemi Melero performs and oversees environmental engineering, site remediation, and environmental site investigation projects. She performs Phase I and II Environmental Site Assessments, IEPA Site Remediation Project Investigations, hazardous material surveys, UST removals, closures, and groundwater investigations.

EXPERIENCE

Eleven years of experience in environmental consulting services.

EDUCATION

BS, Environmental Science
Roosevelt University, Chicago, Illinois

PROFESSIONAL CERTIFICATIONS

40-Hour OSHA HAZWOPER
OSHA Confined Space Entry Training
Asbestos Awareness Training

PROJECT EXPERIENCE

Chicago Housing Authority/City of Chicago Department of Environment *Remediation Oversight*

Performed and oversaw a variety of projects including Phase I and II Environmental Site Assessments, Site Remediation Program reporting, and remediation oversight activities. CHA projects include Henry Horner Homes, Madden Wells, LeClaire Courts, Stateway Gardens, and Altgeld Gardens.

Managing Environmental Consultant - CPS

Manages, inspects and oversees capital improvement renovations for environmental concerns. Works with architect's and design team to identify and coordinate environmental work during the projects.

Various Private Clients

Perform numerous Phase I Environmental Site Assessments to assist clients in purchasing decisions of various properties. Perform site inspections, review background information, title searches, review of Freedom of Information Act (FOIA) requests, zoning, Sanborn, aerial, wetland, flood zone, regulatory databases, and USGS maps regarding site history, geology, hydrology, and potential contamination migration pathways. Evaluate potential sources of environmental concerns and provide recommendations.

General Services Administration (GSA)

Perform expanded-scope Phase I Environmental Site Assessments for federal buildings investigations. In addition to standard ASTM Phase I ESA requirements, the assessments followed the NEPA protocol and incorporated air, water, land, sound, and other environmental impacts and included a recommendation if necessary.

Public Building Commission of Chicago

Performed and oversaw a variety of projects including Phase I and II Environmental Site Assessments, Site Remediation Program reporting, geophysical studies, hazardous materials surveys, LUST investigations, and remediation oversight activities. Recent PBCC projects include development of sites for the Haas Park Field House, Gwendolyn Brooks College Prep Additions, Mariano Azuelas Elementary School, William Jones College Prep High School, and Abraham Lincoln Elementary School Annex.

Chicago Department of Fleet and Facilities Management (2FM)

Performed Phase I and II Environmental Site Assessments for 2FM in the development of sites for urban gardens. Assessed sites contaminated by previous use, USTs, and ASTs.

AIG

Reviewed numerous Phase I and II ESAs and various documents and summarized the recognized environmental conditions, concerns, and conclusions.

Forest Preserve District of DuPage County Oak Meadows Golf Course

Performed oversight of UST removal activities including the removal of impacted soils. Took confirmatory soil samples to verify extent of contamination. Completed a UST Summary Report for the site.

Layser and Freiwald

Conducted residential well sampling and assisted in soil sampling for a large on-going lawsuit regarding groundwater and soil contamination to a residential area. Sampled 20 residential sites for groundwater and 5 agricultural areas for soil contamination. Screened groundwater samples for temperature and turbidity.

Homeowners and Rental Properties, Illinois

Conducted radon testing in numerous residences and rental properties related to proactive air quality testing.

Chicago Department of Public Health

Conducted respirator fit testing on several CDPH employees. Oversaw proper fit using Bitrex solution.

NATIONAL ENVIRONMENTAL TRAINERS

Certificate of Completion

Nohemi Melero

has satisfactorily passed an exam and completed an 8-hour annual refresher training course entitled **Hazardous Waste Operations and Emergency Response** meeting the requirements identified in Title 29 CFR 1910.120.

This course has been awarded 1.34 Industrial Hygiene CM Points by the American Board of Industrial Hygiene-Approval Number 13334. This course is also eligible for .66 Continuance of Certification (COC) points from the Board of Certified Safety Professionals.

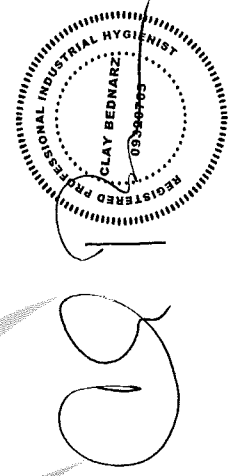
Signature of Instructor



March 26, 2015

Certificate Number: 950360

www.nationalenvironmentaltrainers.com



Clay A. Bednarz, MS, RPIH

The Official Site of Environmental Health & Safety Training®

Stephen J. Ryan, PE
Senior Project Manager,
Environmental Engineering Services

Mr. Ryan provides direct client services and technical guidance to clients and Carnow Conibear staff in the performance of environmental site investigations, site remediation projects, and site remediation design.

EXPERIENCE

Over 28 years performing environmental consulting services, including: conducting Phase I and II ESAs; investigating, reporting and providing remedial design for numerous LUST and voluntary program clean-up sites; preparing remediation design packages of residential, commercial and public buildings and facilities; managing large remediation projects including RCRA and Superfund projects.

EDUCATION

BS Civil/Environmental Engineering, University of Wisconsin, Madison, Wisconsin

PROFESSIONAL CERTIFICATIONS

Licensed Professional Engineer- Illinois, Minnesota
Licensed Asbestos Project Designer- Illinois
40-Hour OSHA HAZWOPER
8-Hour OSHA Site Managers & Supervisors
10-Hour OSHA Construction Safety & Health
OSHA Excavation & Trenching
Risk Assessment Methodology for Water (RAM-W)

PROJECT EXPERIENCE

City of Dayton, OH, Brownfields, Dayton Technology Campus- Voluntary Action Program (VAP) Environmental Engineering Services – Technical manager for 8 acre site including multiple UST's, wrote Remedial Action Plan, provided Remedial Design and Operation and Maintenance Plan for a multi-technology remedy to meet RCRA requirements including capping, MNA, ozone/sparge, vapor intrusion, Soil Vapor Extraction (SVE) and LNAPL product recovery systems as part of Ohio's Voluntary Action Program with the objective of obtaining No Further Action status.

David Speer Academy, Chicago, IL IEPA Site Remediation Program (SRP) Environmental Engineering Services –Senior Professional Engineer- Remedial activities conducted at the Site consisted of UST removal, removal and off-site disposal of excess soil, installation of a sealed

sump system, and engineered barrier construction. These measures were performed as part of the development plans for the property, in accordance with the approved RAP and additional correspondence with the IEPA. A comprehensive No Further Remediation (NFR) Letter was issued for the Site by the IEPA after completion and submittal of a Remedial Action Completion Report (RACR).

Kwik Trip, Inc., Retail Petroleum Marketer Environmental Engineering and Project Management Remedial Action at Multiple Sites- Investigated petroleum LUST sites; designed and installed over a dozen air-sparge/SVE systems across the upper Midwest. Designed and installed a multi-technology free-product recovery, groundwater pump-and-treat with GAC, SVE system for a 21,000-gallon UST free-product release into a karst aquifer in Iowa. System successfully recovered thousands of gallons of product. Designed injection gallery and obtained injection well permit from US EPA.

Fred Anderson Park, Chicago, IL, SRP Environmental Engineering, Sr. Project Manager-Responsible for environmental consulting services and environmental construction oversight for the redevelopment of a 1.09 acre IEPA Site Remediation Program (SRP) site. Carnow Conibear conducted additional site investigation and generated the Comprehensive Site Investigation/Remedial Objectives Report/Remedial Action Plan (CSI/ROR/RAP) document for the development of vacant land into a public park. A comprehensive No Further Remediation (NFR) Letter is currently pending from the IEPA after completion and submittal of a Remedial Action Completion Report (RACR).

Eban Junction, MI, MDEQ LUST Project Management Program Site, Remedial Action, Environmental Engineering Services- Directed pilot testing, process design and specification of an SVE system to remove petroleum hydrocarbon volatile free product from the soils and from a fractured bedrock aquifer.

Former Johnson Controls Site, Lexington, TN, Voluntary Cleanup Oversight and Assistance Program (VOAP) Environmental Engineering Services –Technical Manager- Provided direction and QA/QC of investigation of a LUST site combined with a large chlorinated plume extending over one mile off-site including hydrogeology, fate and transport. Designed and installed an ozone/sparge system servicing 30 sparge wells. Provided design & oversight for SVE pilot test and for subsequently installed SVE system to capture chlorinated vapors from off-site migration.

Also, designed horizontal sparge wells and an additional ozone/sparge system for use down-gradient.

Remedial Action, Chatfield, Minnesota, Bulk Oil Storage Facility, Environmental Engineering Services, Project Engineer. Assisted with investigation, obtained permits, designed and installed a seven-extraction well, telemetry controlled, dual-phase SVE system utilizing a liquid ring pump and two ring compressors for cleanup of a large hydrocarbon plume in the Saint Peter sandstone drinking water aquifer. An air stripper was utilized for treatment of the vacuum-extracted petroleum contaminated groundwater and discharged to storm sewer.

Former Cook Corporation, Cheboygan, MI, MDEQ LUST Project Management Program Environmental Engineering, Sr. Project Engineer- Acted as Owners Representative for State of Michigan providing review and QA/QC of all investigation and design documents for a petroleum contaminated LUST site including an operations and maintenance plan. Pilot tests were conducted and a dual phase SVE/groundwater extraction system was installed to capture the groundwater and vapor plume.

Bellaire Bay Mart, Bellaire, MI, MDEQ LUST Project Management Program, Environmental Engineering, Sr. Project Engineer- Responsible for project management, review and QAQC for investigation, focused feasibility study and remedial design including operations and Maintenance Plan. Provided QA/QC for the 30%, 95% and 100% design plans and specifications along with bid packages.. A dual-phase groundwater extraction/ SVE system was designed and installed to remediate petroleum contaminated groundwater and soil.

Former Moore's Milwood Site, Kalamazoo, MI, MDEQ LUST Project Management Program Environmental Engineering, Sr. Project Engineer- Provided QA/QC for the 30%, 95% and 100% design plans and specifications along with bid packages along with pilot test report and O&M Plan review. An air sparge/ SVE system was designed and installed to remediate petroleum contaminated groundwater and soil. 21 SVE extraction wells and 21 air sparge injection wells were installed along with an air sparge/SVE system equipped with a thermal oxidizer and GAC units.

Klinger Lake Marina Site, Klinger Lake, MI, MDEQ LUST Project Management Program Environmental Engineering, Sr. Project Engineer- Responsible for

project management, review and QAQC for remedial design including operations and Maintenance Plan. Provided QA/QC for the 30%, 95% and 100% design plans and specifications. A multiple submersible pump groundwater extraction well system along with a SVE system was designed and installed to remediate petroleum contaminated groundwater and soil. Extracted groundwater was treated via GAC units prior to discharge to sanitary sewer.

Starvation Lake Party Store, Blue Lake Township, MI, MDEQ LUST Project Management Program Environmental Engineering, Sr. Project Engineer- Provided QA/QC for the 30%, 95% and 100% design plans and specifications. An air sparge/ SVE system was designed and installed to remediate petroleum contaminated groundwater and soil. SVE extraction wells and air sparge injection wells were installed along with an air sparge/SVE system equipped with a thermal oxidizer and GAC units.

Joe and Sons, Gwinn, MI, MDEQ LUST Project Management Program Environmental Engineering, Sr. Project Engineer- Provided QA/QC for the Feasibility Study, 30%, 95% and 100% design plans and specifications including the O&M Plan. An air sparge/ SVE system was designed and installed to remediate petroleum contaminated groundwater and soil. SVE extraction wells and air sparge injection wells were installed along with an air sparge/SVE system equipped with a thermal oxidizer and GAC units.

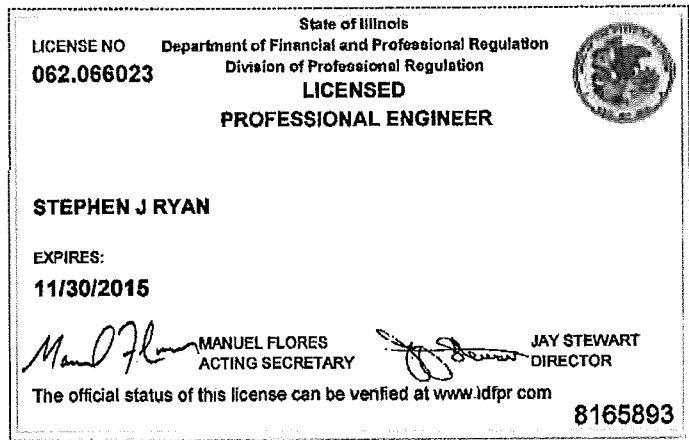
Former Grand Traverse Overall Supply, Greilickville, MI, MDEQ LUST Project Management Program Environmental Engineering, Sr. Project Engineer- Provided QA/QC for the pilot test, 30%, 95% and 100% design plans and specifications. An SVE system was designed and installed to remediate petroleum contaminated groundwater and soil. SVE extraction wells were installed along with an air SVE system equipped with a thermal oxidizer and GAC units.

Payless Super America, Sturgis, MI, MDEQ LUST Project Management Program Environmental Engineering - As Technical Manager for Weston Solutions, Mr. Ryan was responsible for project management, review and technical QAQC under the MDEQ PM contract for investigation, health and safety plan and remedial design including O&M Plan and CQAP. Mr. Ryan provided QA/QC for the 30%, 95% and 100% design plans and specifications along with review of the bid packages. An air sparge groundwater treatment system along with an SVE system was designed and installed to remediate petroleum contaminated groundwater and soil.



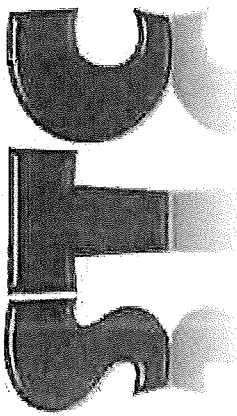
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For further reference, the Department is now providing a personal customer identification "Contact Number" which you may use in lieu of your social security number or FEIN number when contacting the Department. Your number is: 3808779



Cut on Dotted Line ✂

20131127-1/00775



SAFETY TRAINING CENTER

6520 Manchester Avenue, St. Louis, MO 63139 * Phone: 314-652-4STC

Environmental and Occupational Safety & Health Training

Does hereby certify

Stephen Ryan

600 West Van Buren, Chicago, IL 60607

*Has successfully completed and passed the course examination with
at least 70% for accreditation under AHERA (Title II)*

Asbestos Project Designer Initial

Class Date: January 12-14, 2015
Examination Date: 01/14/2015
STC Certificate Number: STC-01142015-000019APDI
Certification Expiration: 01/14/2016

David M. Mendoza – President/Training Director
Certified Environmental Specialist
OSHA Authorized Instructor

This training course is accredited by the Illinois Department of Public Health and the Missouri Department of Natural Resources

Adam Screeden *Environmental Specialist*

Adam Screeden performs and oversees environmental engineering, site remediation, and environmental site assessment projects.

EXPERIENCE

One year experience in ecological consulting performing wetland delineations, threatened and endangered species surveys and wetland permitting with ENCAP, Inc. Three years performing Phase I and Phase II Environmental Site Assessments and oversight of site remediation activities for Carnow, Conibear & Assoc., Ltd.

EDUCATION

B.A. Zoology and Environmental Science
Miami University, Oxford, Ohio

PROFESSIONAL CERTIFICATIONS

40 Hour HAZWOPER
OSHA 30 Hour Construction Industry Outreach
Training Program

PROJECT EXPERIENCE

Various Private Clients

Performed numerous wetland delineations and assisted clients in development decisions, avoidance and minimization, and mitigation options. Handled wetland permitting and agency negotiations with various Chicagoland counties and the U.S. Army Corps of Engineers. Performed multiple Threatened and Endangered Species Surveys for several different species throughout northern Illinois.

Performed numerous Phase I Environmental Site Assessments to assist clients in purchasing and development decisions of various properties. Performed site inspections, title searches, and reviews of Freedom of Information Act (FOIA) requests and background information. Reviewed zoning, Sanborn maps, aerial photographs, wetland inventories, flood zone maps, regulatory databases, and USGS maps regarding site history, geology, hydrology, and potential contamination migration pathways. Evaluated potential sources of environmental concerns and provided recommendations.

Performed numerous Phase II Environmental Site Assessments to characterize soil and groundwater contamination resulting from previous site uses. Oversaw drilling operations, characterized soils, and

collected soil and groundwater samples. Reviewed laboratory data and generated final reports.

Chicago Park District

Remediation Oversight and SRP Reporting
Performed oversight activities for Fosco Park project. Oversaw site remediation activities including the removal and grading of impacted soil and the construction of engineered barriers. Reviewed contractor submittals and generated IEPA Site Remediation Program Remedial Action Completion Report.

Public Building Commission of Chicago

Remediation Oversight
Performed oversight activities for Rosenblum Park and Lloyd Elementary School projects. Oversaw construction activities including the removal of impacted soil and the construction of artificial turf fields, playgrounds, asphalt surfaces and other site improvements. Reviewed contractor submittals and generated final reports for issuance to the client.

Hazardous Materials Surveys

Performed numerous hazardous materials surveys throughout Chicago Public Schools elementary and high schools. Work consisted of inventorying materials with special disposal considerations prior to renovation work.

LEARN Charter Network

Phase II Environmental Site Assessments and Remediation Oversight
Performed Phase II Environmental Site Assessments on three separate parcels. Oversaw remedial activity including abrasive blasting and cleaning of a 90,000 square foot former electroplating facility. Oversaw selective demolition work within the building. Conducted personal and bulk exterior air sampling for lead, hexavalent chromium, and cyanide. Oversaw disposal of various wastes generated during the remediation and demolition process.

NATIONAL ENVIRONMENTAL TRAINERS

Certificate of Completion

Adam Screeden

has satisfactorily passed an exam and completed an 8-hour annual refresher training course entitled **Hazardous Waste Operations and Emergency Response** meeting the requirements identified in Title 29 CFR 1910.120.

This course has been awarded 1.34 Industrial Hygiene CM Points by the American Board of Industrial Hygiene-Approval Number 13334. This course is also eligible for .66 Continuance of Certification (COC) points from the Board of Certified Safety Professionals.



January 02, 2015

Certificate Number: 100584

www.nationalenvironmentaltrainers.com

Signature of Instructor

Clay A. Bednarz, MS, RPIH

The Official Site of Environmental Health & Safety Training®

Mark Wyco *Industrial Hygienist*

As an Industrial Hygienist, Mark Wyco performs industrial hygiene, and employee exposure investigations and training. He is a licensed asbestos inspector and conducts asbestos inspections, and performs indoor air quality and mold investigations.

In addition, Mr. Wyco performs health and safety services such as review of fall protection, and confined space programs, and oversees site remediation projects related to environmental contamination.

EXPERIENCE

28 years performing environmental consulting services

EDUCATION

BS, Chemistry
Illinois State University
Normal, Illinois

PROFESSIONAL REGISTRATION/SPECIALIZED TRAINING

Asbestos Inspector - IDPH
HAZWOPR 40 hour worker training.

PROJECT EXPERIENCE

Major Capital Renovations - CPS

Performed asbestos and lead inspections in numerous schools for the Chicago Public Schools as part of the MCR consulting team. Assist with project management and air sampling during asbestos and lead abatement/mitigation.

Fall Protection Review - Private Client

Performed a fall protection systems inspection for the facility maintenance department. This inspection included a survey 8 buildings with various roof levels and interior maintenance areas.

MSDS Review - Private Client

Conducted a review of their product MSDS information, including updating the information to meet new, international standards, and including an exposure risk assessment for potential manufacturing contaminants.

Confined Space Survey – U46

Conducted a confined space survey in four separate school facilities

Mold Remediation Design - Federal Aviation Authority (FAA)

Developed mold remediation standards and specifications for abatement of mold growth in the Kansas City International Airport Air Traffic Control Tower.

Department of Defense (DOD) – Various Facilities

Performed comprehensive asbestos surveys at three major Air Force bases in South Carolina, Arizona and Oklahoma.

Argonne National laboratory

Performed a historical review of waste handling practices and waste streams at the Hot-Cell Facility to classify potential mixed waste streams.

Illinois Environmental Protection Agency, Cluster Site landfill Cap Project Chicago, Illinois

Managed the day to day construction activities related to the construction of a landfill cap on a 90 acre CERCLA site on the south side of Chicago, Illinois.

Various Facilities

Oversight, documentation, testing and reporting on the closure of numerous underground storage tank sites at various commercial, industrial and residential facilities at various locations. These projects include numerous sites that were classified as leaking USTS sites, requiring additional remediation, testing and documentation.

Phase I and Phase II investigations

Performed Phase I and Phase II investigations on various real properties throughout the country, including commercial, shopping malls, office buildings, industrial and multi-unit residential properties.

Hazardous Waste Identification and Clean-Up.

Performed site investigation and sampling of hazardous wastes at various Commercial and industrial facilities in Illinois, Indiana, Michigan, and Wisconsin.

Laboratory Chemical Clean-Up

Performed lab pack clean-ups at various industrial and academic labs in Illinois, Michigan, and Wisconsin. This included the identification and neutralization of shock sensitive compounds.

NATIONAL ENVIRONMENTAL TRAINERS

Certificate of Completion

Mark Wyco

has satisfactorily passed an exam and completed an 8-hour annual refresher training course entitled **Hazardous Waste Operations and Emergency Response** meeting the requirements identified in Title 29 CFR 1910.120.

This course has been awarded 1.0 Industrial Hygiene CM Points by the American Board of Industrial Hygiene-Approval Number 13334. This course is also eligible for .66 Continuance of Certification (COC) points from the Board of Certified Safety Professionals.



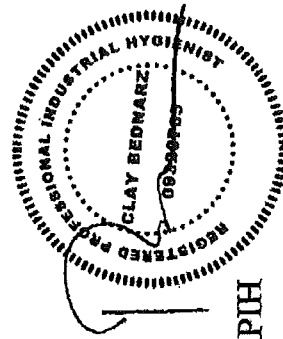
Signature of Instructor

December 08, 2014

Certificate Number

963139

www.nationalenvironmentaltrainers.com



Clay A. Bednarz

Clay A. Bednarz, MS, RPIH

EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT A
LEGAL ACTION**

Firm Name: Carnow, Conibear & Assoc., Ltd.

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

| Question | Yes | No |
|---|--------------------------|-------------------------------------|
| Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed <u>N/A</u> . | <input type="checkbox"/> | <input type="checkbox"/> |
| Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Has the firm or venture ever failed to complete any work awarded to it? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

EXHIBIT B
DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

The undersigned Brian LoVetere, as Chief Operating Officer
Name Title

and on behalf of Carnow, Conibear & Assoc., Ltd.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: Carnow, Conibear & Assoc., Ltd.
2. Address: 600 W. Van Buren Street, Suite 500, Chicago, IL 60607
3. Telephone: 312.762.2967 Fax: 312.782.5145
4. FEIN: 36-2835478 SSN: _____
5. Nature of transaction (check the appropriate box):
 Sale or purchase of land
 Construction Contract
 Professional Services Agreement
 Other _____

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

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

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Illinois
2. Authorized to conduct business in the State of Illinois: Yes No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

| Name | Title |
|----------------------|----------------------------|
| Dr. Shirley Conibear | President / Treasurer |
| Mr. Brian LoVetere | Chief Operating Officer |
| Ms. Jeanne Boysen | Vice President / Secretary |
| | |
| | |

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

| Name | Address | Ownership Interest Percentage |
|----------------------|---|-------------------------------|
| Dr. Shirley Conibear | 600 W. Van Buren Street, Suite 500, Chicago, IL 60607 | 60% |
| Mr. Brian LoVetere | 600 W. Van Buren Street, Suite 500, Chicago, IL 60607 | 40% |
| | | |
| | | |

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

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

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

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

| Name | Ownership Interest Percentage |
|------|-------------------------------|
| N/A | |
| | |
| | |
| | |
| | |

SOLE PROPRIETORSHIP

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

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

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

| Name(s) of Principal(s) |
|-------------------------|
| N/A |
| |
| |
| |
| |

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

| Name | Address |
|------|---------|
| N/A | |
| | |
| | |
| | |
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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

B. SUBCONTRACTORS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

C. STATE TAX DELINQUENCIES

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

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 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.

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

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.

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 the above paragraph, identify any exceptions (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.

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

INCORPORATION INTO CONTRACT AND COMPLIANCE

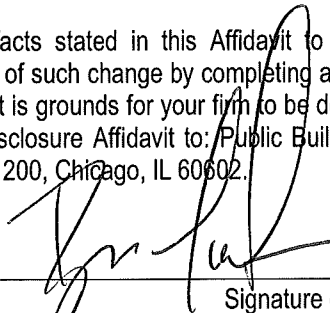
The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which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

EXHIBIT B
DISCLOSURE AFFIDAVIT

VERIFICATION

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

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


Signature of Authorized Officer

Brian LoVetere
Name of Authorized Officer (Print or Type)

Chief Operating Officer
Title

312.762.2967
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 2nd day of February, 2016 by

Brian LoVetere (Name) as Chief Operating Officer (Title) of

Carnow, Conibear & Assoc., Ltd. (Bidder/Proposer/Respondent or Contractor)

Olivia Santana
Notary Public Signature and Seal

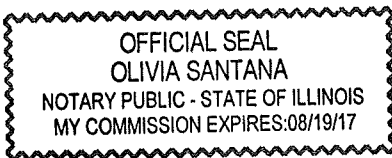


EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant: Carnow, Conibear & Assoc., Ltd.

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

Retained Parties:

| Name | Business Address | Relationship (Attorney, Lobbyist, etc.) | Fees (indicate total whether paid or estimated) |
|------|------------------|--|--|
| | | | |
| | | | |
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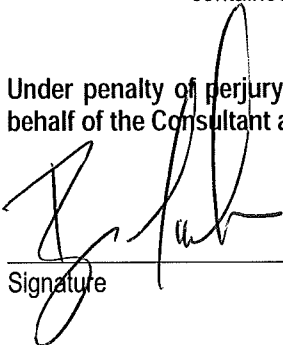
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained

The Consultant understands and agrees as follows:

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

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

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



Signature

Brian LoVetere

Name (Type or Print)

February 2, 2016

Date

Chief Operating Officer

Title

Subscribed and sworn to before me

this 2nd day of February 2016

Olivia Santana

Notary Public



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

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

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

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

4. Determining MBE/WBE Utilization

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

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

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

5. Submission of Bid Proposals

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

6. Evaluation of Compliance Proposals

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

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

7. Request for Waiver

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

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- vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
 - viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - ix. General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
- i. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
 - ii. The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.
8. Failure To Achieve Goals
- a. If the Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
 - i. Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
 - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

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

9. Reporting and Record-Keeping Requirements

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

10. Disqualification of MBE or WBE

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

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

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

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

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

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

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FOR PROFESSIONAL SERVICES

- iv. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

- v. Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.

- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Consultant's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

- b. When the contract is completed, if the Executive Director has determined that the Consultant did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Consultant from entering into future contracts with the Commission.

14. Severability

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

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES
SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of Joint Venture _____

2. Address of Joint Venture _____

3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

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

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

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

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

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

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

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES
SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions: _____

B. Management decisions such as:

1. Estimating: _____

2. Marketing/Sales: _____

C. Hiring and firing of management personnel: _____

D. Purchasing of major items or supplies: _____

E. Supervision of field operations: _____

F. Supervision of office personnel: _____

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

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

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

EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES
SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____

On this _____ day of _____, 20____

before me appeared (Name)

before me appeared (Name)

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

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

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

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

Notary Public

Notary Public

Commission expires:

Commission expires:

(SEAL)

(SEAL)

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE N/A WBE N/A

(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago

(Name of Bidder)

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

_____ a Sole Proprietor

_____ a Corporation

_____ a Partnership

_____ a Joint Venture

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

BY:

Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

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

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

Name of Project: _____

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Title and duly authorized representative of

Name of General Contractor whose address is

in the City of _____, State of _____

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

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

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

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

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

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____