



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

PROFESSIONAL SERVICES AGREEMENT

**ENVIRONMENTAL
RENOVATION/DEMOLITION SERVICES
(PS2061C)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

ATC GROUP SERVICES, LLC

FOR

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS2061C)

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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**Mayor Rahm Emanuel
Chairman**

Felicia S. Davis
Executive Director

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EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES- PS2061C

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel Date: _____
Mayor Rahm Emmanuel
Chairman

ATTEST:

Lori Ann Lypson Date: 3/8/16
Secretary

CONSULTANT: ATC Group Services LLC

Donald Back Date: 2-4-16
President or Approved Signatory

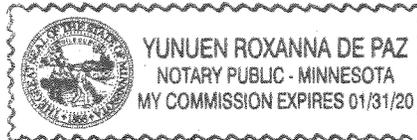
AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Hennepin

State of: Minnesota

Subscribed and sworn to before me by Donald Back and _____
on behalf of Consultant this 4th day of Feb 2020

[Signature]
Notary Public



My Commission expires: 01/31/20
(SEAL OF NOTARY)

Approved as to form and legality:

Anne L. Zreda Date: 2-18-16
Neal & Leroy, LLC

**SCHEDULE A
TERMS AND CONDITIONS**

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

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

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

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

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

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

7. **Term.**

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

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

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

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

17. **Miscellaneous.**

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

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SCHEDULE B
SCOPE OF SERVICES

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

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

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

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

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

A. Asbestos Containing Materials Inspections

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

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

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

B. Lead-Based Paint Inspections

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

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

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

C. Hazardous Material Building Inspections

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

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

D. Design Drawings and Specifications

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

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

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

Hazardous Materials

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

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

E. Oversight of Waste Removal Activities

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

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

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

F. Oversight of Asbestos Abatement Activities

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

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

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

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

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

G. Oversight of Lead Abatement Activities

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

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

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

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

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

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

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

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

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

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

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SCHEDULE C
COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

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

C.2 HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

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

C.3 METHOD OF PAYMENT

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

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

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

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

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LOADED HOURLY RATES
ENVIRONMENTAL CONSULTING SERVICES RENOVATION AND DEMOLITION - PS2061C

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

Job Title	Unit	Hourly Rates
Assessment/Project Management Services		
A Senior Project Manager	Per hour	\$ 125.00
B Project Manager	Per hour	\$ 95.00
C Field Services Supervisor	Per hour	\$ 95.00
D Clerical	Per hour	\$ 50.00
E Licensed Professional Engineer, PE	Per hour	\$ 125.00
F Environmental Scientist (40hr HAZWOPPER)	Per hour	\$ 80.00
G Environmental Technician	Per hour	\$ 70.00
H CADD Operator	Per hour	\$ 65.00
I Certified Industrial Hygienist	Per hour	\$ 125.00
J Licensed Asbestos Management Planner	Per hour	\$ 75.00
K Licensed Asbestos Project Manager	Per hour	\$ 75.00
L Licensed Asbestos Air Sampling Professional	Per hour	\$ 75.00
M Licensed Lead Inspector	Per hour	\$ 75.00
N Licensed Risk Assessor	Per hour	\$ 75.00
O Certified Hazardous Materials Manager	Per hour	\$ 125.00
P Clerical/Administrative	Per hour	\$ 50.00
Q Insert Other Title Here 9Lic Lead Inspector with XRF eqpt)	Per hour	\$ 85.00
Environmental Design Services		
A Environmental Engineer P.E.	Per hour	\$ 125.00
B CAD Specialist	Per hour	\$ 65.00
C Drafting Technician	Per hour	\$ 55.00
D Clerical/Administrative Staff	Per hour	\$ 50.00
E Project Manager	Per hour	\$ 95.00
F Sr. Project Designer	Per hour	\$ 125.00
G Licensed Asbestos Designer	Per hour	\$ 125.00
H Lead Design	Per hour	\$ 125.00
I Hazardous Materials Design	Per hour	\$ 125.00

SCHEDULE D
INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

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

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

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

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

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

D.1.5 Property

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

D.1.6 Valuable Papers

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

D.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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

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

D.1.8 Railroad Protective Liability

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

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

D.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of

any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

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

Consultant must submit the following:

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

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

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

Michele Berisford, M.S.

Current Position
Project Geologist

Profession
Geologist

Years' Experience
15+

Joined Cardno
July 2002

Education
M.S., Geology, California
State University, Los
Angeles, CA

B.S., Geological
Sciences, Northern
Illinois University,
DeKalb, IL

Summary of Experience

Ms. Berisford has over fifteen years of experience with subsurface and remediation procedures and techniques. As project lead, Ms. Berisford supervises field staff, contractors and subcontractors during underground storage tank removal activities, subsurface soil and groundwater investigation and remediation activities. She also develops health and safety plans for environmental projects.

Significant Projects

- > Subsurface Investigations and Remediation / Commercial Lead – Petroleum Hydrocarbons / Los Angeles, CA. Managed and conducted the coordination, planning, and supervision of the removal and destruction of a 280-gallon and a 3,000 gallon diesel underground storage tank and associated piping and equipment in accordance with City of Los Angeles Fire Department, the local regulator. Supervised the Phase II site investigation for lead and petroleum hydrocarbon impact at the site in addition to locating the previous underground storage tank excavation not historically sampled for potential environmental impact.
- > Subsurface Investigations and Remediation / Petroleum / Hawthorne, CA. Assisted with site assessment and remediation for a co-mingled plume. Scheduled, managed and performed all field activities including soil sampling, soil vapor intrusion assessment activities and reporting, air sweep remedial technologies, site remediation and construction activities, data management, reporting management, and quality control.
- > Subsurface Investigations and Remediation / Petroleum / Glendale, CA. Assisted with site assessment and remediation for a co-mingled plume at four locations. Scheduled, managed and performed all field activities including soil sampling, soil vapor intrusion assessment activities and reporting, air sweep remedial technologies, site remediation and construction activities, data management, reporting management, and quality control.
- > Subsurface Investigations and Remediation / Transportation / Irvine, CA. Conducted the coordination, planning, and supervision of the removal and destruction of a 4,000 gallon diesel underground storage tank and associated piping and equipment in accordance with Orange County Healthcare Agency, the local regulator.
- > Subsurface Investigations and Remediation / Education – Schools / San Bernardino, CA. Conducted a subsurface investigation of two future elementary school sites located in San Bernardino, CA. The investigation was conducted in accordance with DTSC guidelines to determine potential contamination of lead, organochlorine pesticides and poly-vinyl chlorides.
- > Subsurface Investigations and Remediation / Commercial / Costa Mesa, California. Assisted with site assessment and remediation for a PCE impacted site. Performed all field activities including soil sampling, remediation well installation, pilot study, data management, reporting management, and quality control. The investigation was conducted in accordance with the Orange County Healthcare Agency.

Training

- > Subsurface Investigations and Remediation / Commercial / Anaheim, CA. Supervised the coordination, planning, and implementation of soil vapor survey and site investigation involving Tetrachloroethene (PCE) and Trichloroethene (TCE) in soil and water at an industrial park. The investigation was conducted in accordance with the Orange County Healthcare Agency, the local regulator.
- > Groundwater Sampling / Transportation / Santa Fe Springs, CA. Managed the semi-annual water sampling events and methane monitoring at a distribution center previously involved in petroleum production. This continuing project requires organization of staff, equipment and sampling protocols kept in accordance with the City of Santa Fe Springs.

- > 40-Hour OSHA HAZWOPER Training
- > 8-Hour HAZWOPER Annual Refreshers

Paul M. Cairo

Current Position
Sr. Project Manager

Profession
Industrial Hygiene

Years' Experience
25

Joined Cardno
November 1997

Education
Certificate in
Environmental
Geosciences, Northern
Illinois University, 1992

B.S., Geology,
Northeastern Illinois
University, 1982

**Professional
Registrations**
Asbestos Air Sampling
Professional (IL, #100-
1757)

Asbestos Project
Manager (IL, #100-1757)

Asbestos Building
Inspector (IL, #100-1757)

Lead Inspector (IL, #L-
4890)

Summary of Experience

Mr. Cairo has approximately 25 years of experience in the industrial hygiene field. His experience includes conducting asbestos project management, air sampling, asbestos building inspection, lead-based paint project management/air sampling, asbestos identification, and air quality assessment. Mr. Cairo also has experience in aboveground and underground storage tank removal and investigation projects, permitting and compliance projects, and Phase I environmental assessments.

Significant Projects

- > Asbestos and Lead Hazard Management / Public Building Commission of Chicago / Chicago, IL. Inspector for lead-based paint (LBP) and asbestos-containing materials at several elementary schools for the Public Building Commission of Chicago. Responsibilities included ensuring contract / contractor compliance, conducting background, daily, and clearance air/wipe sampling, and serving as liaison between contractor and school representatives. Asbestos and damaged LBP were abated throughout the schools in accordance with Illinois Department of Public Health regulations (asbestos) and lead abatement specifications.
 - > Asbestos and Lead Hazard Management / Children's Memorial Hospital / Chicago, IL. Project Manager/Air Sampling Professional for asbestos abatement at Children's Memorial Hospital. The project entailed demolition of the third floor followed by abatement of all asbestos-containing material.
 - > Asbestos Hazard Management / Chicago Public Schools / Chicago, IL. Project Manager for asbestos abatement at various Chicago Public Schools. Duties included conducting field visits to all schools to ensure contractor compliance with project specifications, coordinating field staff, scheduling clearance testing, and distributing laboratory analytical information. Other responsibilities included on-going communication with project managers to update project status, identification of contractor deficiencies, and recommendation of appropriate measures.
- Asbestos Hazard Management / Zenith Corporation / Northlake, IL. Project Manager/Air Sampling Professional for asbestos abatement for the Zenith Electronics Corporation Warehouse. The project involved demolition of a suspended ceiling and abatement of 60,000 square feet of asbestos containing material. As Project Manager, reviewed technical specifications, met with asbestos abatement contractor, kept track of worker's licenses, medical requirements and respirator fit tests, and made sure that contractor and workers followed regulations set forth by the Illinois Department of Public Health. As Air Sampling Professional, performed background air testing, clearance air testing, and all on-going air sampling duties.

- > Asbestos Hazard Management / School District #89 / Melrose Park and Maywood, IL. Project Manager/Air Sampling Professional for asbestos abatement for School District #89. The projects involved the abatement of asbestos containing insulation on pipes, pipe-fittings, and boilers throughout five schools in Melrose Park and Maywood, Illinois.
 - > Asbestos Hazard Management / Northwestern University / Evanston, IL. Project Manager/Air Sampling Professional for asbestos removal at Northwestern University. The project involved removal of asbestos-contaminated soil in a crawlspace.
 - > Asbestos Hazard Management / City of Elgin / Elgin, IL. Project Manager/Air Sampling Professional for asbestos abatement for the City of Elgin. The project involved several abatement projects throughout the City.
 - > UST Removal / City of Chicago / Chicago, IL. Geologist for underground storage tank (UST) removal at O'Hare Airport. Supervised the removal and cleanup of a 4,000-gallon UST.
 - > UST Closure / Carmen's Pizzeria / Chicago, IL. Geologist for UST closure for Carmen's Pizzeria. Supervised the on-site closure and cleanup of a 3,000-gallon UST.
 - > Subsurface Investigation / Firststar Bank / Chicago, IL. Project Geologist for UST subsurface Investigation for Firststar Bank. Advanced a total of 26 soil borings through the building floor in the vicinity of known USTs. Obtained soil samples at 5-foot intervals. Analyzed each sample on site using a photoionization detector and selected samples to be laboratory analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX) and polynuclear aromatic hydrocarbons (PNAs).
 - > Subsurface Investigation / Chicago Housing Authority / Chicago, IL. Project Manager for subsurface investigation for the Chicago Housing Authority. Advanced a total of eight borings to determine soil contaminant levels and supervised the remediation of contaminated soils.
 - > Subsurface Investigation / American College of Surgeons / Chicago, IL. Project Manager for subsurface investigation for the American College of Surgeons. Advanced a total of eight soil borings to determine soil contaminant levels.
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- > RMD LPA-1 XRF Spectrum Analyzer for Lead-Based Paint Sampling, RMD Corporations, 1998
 - > Mold Abatement Training, 2001
 - > OSHA Hazardous Waste Site Worker training, (8-hour) 29CFR 1910.120, Moraine Valley Community College, March 1999
 - > Practices and Procedures in Asbestos Control, University of Illinois at Chicago School of Public Health, 1988
 - > Microscopical Identification of Asbestos, McCrone Research Institute, 1988
 - > Asbestos Fiber Counting (NIOSH 582), McCrone Research Institute, 1987
 - > Lead Paint Inspector Course, Occupational Training Services, Inc., 1997
 - > Lead Paint Risk Assessor Initial Training Course, Occupational Training Services, Inc., 1998
 - > International Fire Code Institute Certification (UST regulations and industry standards), 1997
 - >

Training/ Certification

J. Wesley Cochran, CIH, CSP

Current Position

Industrial Hygiene Client
Manager

Profession

Certified Industrial Hygienist

Years' Experience

21

Joined Cardno

2013

Education

B.S. Industrial Hygiene,
Central Missouri State
University, Warrensburg,
Missouri, 1993

Professional Registrations

Certified Industrial Hygienist,
#7978, 2000

Certified Safety Professional,
#21783, 2010

Summary of Experience

- > Mr. Cochran joined Cardno ATC in 2013 as a Senior Industrial Hygienist and currently manages the industrial hygiene and safety services business line for the Cardno ATC Kansas office. Mr. Cochran has extensive experience providing comprehensive industrial hygiene assessments and solutions. He is responsible for leading a staff of industrial hygienists, project managers, field technicians, and subcontractors; and directing large industrial hygiene contracts.

Significant Experience

- > **Industrial Hygiene Services Manager.** Duties include marketing, completion and management of Industrial Hygiene and Environmental projects for a variety of national, regional and local clients. Served as part-time Regional Safety Coordinator for North Region. Provide senior technical review of Industrial Hygiene related projects for the company as a Senior Reviewer. Responsibility includes all aspects of project cycle from client development, proposal generation, project management, and final billing and client follow-up as well as fiscal responsibilities for department.
- > **Certified Industrial Hygienist/Senior Risk Control Consultant.** Senior Consultant responsible for conducting varied industrial hygiene surveys for clients and for insurance underwriting purposes. Perform audits and safety evaluations as required. Surveys performed for a variety of client types and facilities. Review insured locations and programs for risks associated with various insurance coverage types and applicable regulations and best management practices.
- > **Regional Safety Coordinator.** Part-time role made into full time position in Corporate Risk Management Group. Maintained senior technical role for industrial hygiene project work and review. Provide regional safety management functions for 24 Branches as Regional Safety Coordinator. Responsible for serving as Health and Safety resource for North Region. Evaluated Incident Investigations for property damage, injury and near-miss incidents. Assisted with implementation of new Health and Safety Policy Manual including development of monthly training topics, standard interpretations and management training. Conduct audits of Branch operations and major project sites for compliance with internal and client HSE requirements. Conduct training and review Health and Safety Plans for a variety of project types. Involved in roll out of Behavior Based Safety program, Health and Safety Planning Committee requirements for environmental work groups, and evaluating current policies and programs for conversion to ANSI Z10 2005 compliant Health and Safety Management System.

- > **Certified Industrial Hygienist.** Performed forensic indoor air quality investigations for the insurance industry and commercial clients in residential and commercial properties. Conducted industrial hygiene investigations for various physical, chemical, or environmental stressors. Responsible for marketing and completing industrial hygiene consulting projects.

Professional History
2013

2007 to 2013

2003 to 2007

2001 to 2003

1997 to 2001

1995 to 1997

1993 to 1995

Industrial Hygiene Client Manager

Cardno ATC

Principal Consultant

ESIS Health, Safety and Environmental Services

Industrial Hygiene Services Manager

ATC Associates, Inc.

Certified Industrial Hygienist

Brown Consulting Services, Ltd.

Industrial Hygiene Services Manager

Terracon

Industrial Hygienist

Dynamac

Various Industrial Hygiene Positions

Allison Fournier

Current Position

Project Scientist
Phase I and Phase II

Profession

Environmental Science

Years' Experience

With Cardno <1 Year

With Other Firms >4
Years

Joined Cardno

August 2014

Education

BS/ Earth Systems,
Environment and
Society/ 2010/ University
of Illinois at Urbana-
Champaign

Professional Registrations

2011/ 40-Hour OSHA
Safety Training

2012-14/ 8-Hour OSHA
Refresher Training

2012-14/ Three Rivers
Manufacturing
Association Safety
Training

2014/ First AID/CPR
Certification

2014/ Transportation
Worker Identification
Credential

Summary of Experience

Ms. Fournier has professional experience as an Environmental Scientist and Laboratory Analyst.

She has field experience collecting groundwater samples for large scale environmental projects as well as multiple Phase II assessments. Other field activities include geotechnical and environmental drilling and well installation, well development, instrument calibration and decontamination, ambient air monitoring, and water level gauging.

Ms. Fournier's office experience includes technical report writing and risk calculations for human health and ecological risk assessments under EPA RCRA, IEPA TACO, and Illinois TAU standards. Other office activities include fate and transport modelling, ALM and IEUBK lead modelling, ProUCL statistical calculations, data validation, transducer and In-Situ purge file analysis, and creating soil profiles in gINT and WinLog.

Significant Projects

- > Phase II/ Multiple Sites/ South Suburbs, Chicago, IL/ 2013
 - Sonic rig drilling and well installation oversight.
 - Soil sampling and boring log compilation.
 - TVA 1000 PID/FID monitoring.
 - Well development and groundwater sampling.
 - Data review and analysis.
 - Phase II report and spider diagram exceedance figure creation.

- > Semi-annual Groundwater Sampling/ Former Refinery/ Blue Island, IL/ 2012-14
 - Site-wide water level gauging.
 - Transducer programming and installation.
 - Low flow groundwater sampling with submersible and peristaltic pumps.
 - In-Situ flow file conversion and analysis.

- > Human Health Risk Assessment/ Former Refinery/ Blue Island, IL/ 2014
 - Risk calculation (RME and CTE) for residential, trespasser, and construction worker receptors exposed to groundwater, surface water, sediment, fish tissue, and soil.
 - IEUBK model for residential children exposed to lead.
 - ALM model for resident, trespasser, and construction worker adult receptors exposed to lead.
 - ProUCL statistical EPC calculation.
 - Outlier analysis.

- > Quarterly Groundwater Sampling and Reporting/ Steel Mill/ Gary, IN/ 2011-14
 - Field team lead for site-wide groundwater sampling and gauging of over 200 wells.
 - Held daily tailgate safety meetings.
 - Permitting for multiple areas on site.
 - Annual trend analysis using ProUCL for target chemicals.
 - Isoconcentration map and spider diagram exceedance figure creation.

- > Data Validation/ Multiple Sites/ IL/ 2011-14
 - Reviewed laboratory data in accordance with QAPP examining field and laboratory procedures and testing standards.
 - Updated electronic deliverables in Envirodata and Access databases.

- > Laboratory Procedures/ Environmental Lab/ Hillside, IL/ 2010
 - Performed BOD, TSS, TDS, and microbiology tests on drinking and wastewater samples.
 - Consulted with clients on sampling and analytical testing procedures of the laboratory.
 - Assessed lab results to generate reports.
 - Packaged and prepared bottle orders for a variety of projects.

Professional History

Cardno ATC/ Project
Scientist/ August 2014 -
Present

URS Corporation/
Environmental Scientist/
March 2011 - August
2014

Suburban Laboratories
Inc./ Laboratory Analyst/
June 2010 - March 2011

Position Title

Environmental Scientist - URS Corporation

March 2011 - August 2014

Position Title

Laboratory Analyst - Suburban Laboratories Inc.

June 2010 - March 2011

Ronnie Galmore

Current Position
Project Scientist

Profession
Scientist

Years' Experience
20

Joined Cardno
January 2002

Education
Illinois School of
Commerce, Chicago,
Illinois. Electronics and
Computer Operations,
Certificate

East West University,
Chicago, IL. General
Studies, Diploma

Summary of Experience

Mr. Galmore is a project scientist in the Phase II/Hydrocarbon Group of Cardno ATC's Lombard, Illinois, office. His responsibilities include conducting geotechnical/environmental sampling, subsurface investigations, and soil and groundwater sampling. He has also performed groundwater monitoring, well installation, air-monitoring/sampling and oversight duties for underground storage tank (UST) removals and soil excavations. He has performed asbestos and microbial investigations sampling. He has installed groundwater and soil remediation system, which has included oil/water separators, soil vapor extraction, vapor air carbon strippers, soil air sparge system, groundwater air stripper towers, pneumatic product recovery skimmer, biologic product recovery system. He has also performed operation and maintenance on the fomentation system. He has for over 5 years operated diagnosed problems and maintained a portable soil vapor extraction and groundwater/product recovery systems. He has operated and maintained a truck-mounted geoprobe unit. He has performed site investigations from project setup, budget management, schedules and resources, subcontractor management, technical oversight, data evaluation, and technical reporting. He has performed Site Safety Officer (SSO) oversight duties at various industrial/commercial facilities, including natural gas pipe line insulation, gasoline/oil pipeline rupture, drilling site, underground storage tank excavations sites, and the insulation of remediation systems. He has also performed land survey.

In addition, Mr. Galmore has years of experience in technical writing and report preparation. He has submitted many different types of reports to the Illinois Environmental Protection Agency (IEPA) Leaking Underground Storage Tank (LUST) Program also including the Illinois Site Remediation Program (SRP), Michigan and Wisconsin Department of Natural Resources (MDNR & WDNR) LUST program, Indiana Department of Environmental Management (IDEM) LUST program, the United States Environmental Protection Agency (USEPA). These reports are submitted to different state environmental agencies to assist clients in obtaining site closure for their properties. He has submitted completed reimbursement packages to the IEPA to seek reimbursable funds from the LUST program. Mr. Galmore also provides excellent communication and updated status reports to clients in which he is the lead field technician.

In his five years at Cardno ATC, Mr. Galmore has also gained considerable knowledge of environmental chemistry and its relationship in performing site assessments, site classification, remediation, and sample selection and submittal for laboratory analysis.

Significant Projects

- > Soil Classification / Various Clients. Soil classification according to the Unified Soil Classification System for various sites.
- > Geotechnical/Environmental and Soil and Groundwater Sampling Various Clients / IL, MI, MS, ND, SD, OH, AR, TN, TX, IN, WI, IA, NE. Advancement of soil borings, soil and groundwater sampling, free product removal using high vacuum extraction, geotechnical sampling and monitoring well installation.

- > UST Removal Oversight / Various Clients / IL, IN, MI, WI. Provided oversight services during UST removal activities for clients within Illinois, Indiana, Michigan and Wisconsin.
- > UST Abandonment / Various Clients / IL, MI. Provided oversight services during the abandonment of UST at various industrial/commercial facilities, including a meat packing facility, an electro-plating facility and a chemical manufacturing facility.
- > UST Cleaning / Illinois. Provided oversight services during the cleaning of UST and aboveground storage tanks (AST) at various manufacturing facilities. Inspected AST and UST after the cleaning process was completed by subcontractors to insure the cleaning process was completed to client's specifications. Also, have performed cleaning on AST and UST.
- > Hydraulic Lift Removal Oversight / Various Clients / AR, IL, IN. Provided oversight services during hydraulic lift removal activities. Services were provided to clients operating gasoline service stations and nationwide automobile service retail chain stores.
- > Groundwater Well Abandonment / Various Clients / IL, IN, MI, WI. Provided oversight during the abandonment of portable groundwater well and monitoring wells in accordance with regulatory agencies and department of health requirements.
- > Air Monitoring / Various Clients / IL, MI, ND, SD, AR, TN, TX, IN, WI, IA. Conducted air monitoring, oversight and documentation activities for various clients during construction, regulator agency compliance and remediation activities. Also performed air monitoring and methane gas sampling at several landfills, including a landfill in Pontiac and Monmouth Illinois.
- > Health and Safety Monitoring / Various Clients / IL, MI, MS, ND, SD, OH, AR, TN, TX, IN, WI, IA, NE. Conducted health and safety meetings and provided oversight at various construction, remediation system installation sites and operating facilities sites where know contaminants were present and construction worker health and safety was an issue.
- > Surface Water River Sampling / Various Clients / Illinois and Indiana. Conducted surface water sampling along several miles of the Mississippi, Des Plaines, Illinois, and Fox rivers for various clients including the Metropolitan Water Reclamation District of Greater Chicago.
- > Product Pipeline Rupture / Illinois. Provided oversight of subcontractors and other company employees during the recovery of gasoline/diesel product from pipeline ruptures.
- > Land Surveyor / Various Clients / IL, IN, WI. Field experience in the land surveying various clients. Instituted surveying applications for environmental projects including land fields, manufacturing facilities, gas stations and other commercial facilities
- > Site Investigation / Various Clients / IL, MI, MS, ND, SD, OH, AR, TN, TX, IN, WI, IA, NE. Included the advancement of soil borings, groundwater sampling, the insulation permanent and temporary groundwater monitoring wells, in-situ hydraulic conductivity testing, physical soil classification and testing, surface and groundwater elevations, delineation of soil and groundwater contamination, and contaminant migration modeling.
- > Regulatory Reporting / Various Clients / Illinois and Indiana. The preparation of technical reports for submittal to the Regulatory Agency for regulatory closure purposes under LUST, SRP DNR. Reports have included Focused Site Investigation Reports (FSIR), Remedial Objectives Reports (ROR), Remedial Actions Plans (RAP), Remedial Action Completion Reports (RACR), 20 and 45 Day

- Reports, Corrective Action Completion Reports (CACR), and Closure Reports.
- > Remedial Actions / Various Client / IL, MI, MS, OH, AR, TN, TX, IN, WI, IA, NE. Provided oversight services during the excavation and removal of impacted soils/fill material/ groundwater at various industrial/commercial facilities.
 - > Remediation System / Various Clients / IL / IN, MI, WI. Help plan and design remediation system for various site conditions. Provided oversight services and directed subcontractors during the insulation of the systems. Systems have included soil air sparging, soil vapor extraction, groundwater oil/water separators, vapor air carbon strippers, groundwater air stripper towers, pneumatic product recovery skimmer, biologic product recovery system, enhance fluid recovery (EFR) system, and oxygen releasing compound (ORC) injections.
 - > Remediation System Maintenance / Various Clients / IL, IN, MI, WI. Maintained and repaired design remediation system for various site conditions. Provided oversight services and directed subcontractors during the insulation of the systems. Systems have included soil air sparging, soil vapor extraction, groundwater oil/water separators, vapor air carbon strippers, groundwater air stripper towers, pneumatic product recovery skimmer, biologic product recovery system, enhance fluid recovery (EFR) system, and oxygen releasing compound (ORC) injections.
 - > Alternative Remediation Technology / BP-Amoco / IL, IN, MI, WI. Utilizing a portable hydrocarbon burner extracted hydrocarbons for gasoline impacted soils and destroyed hydrocarbons for zero emissions discharge to the air. Maintained and repaired unit for over five years. Installed and maintained non portable thermo-incinerator (Thermo-VAC 25 and 75) at several gas stations in IL and MI. Also, designed and installed an enhanced fluid recovery and thermo-incinerator system from pipe line ruptures in IL and IN. The system recovered free product that temporarily stored in Baker Tanks and the recovered hydrocarbons were burned in the thermo-incinerators for zero discharge emissions to the air.
 - > Groundwater Remediation Technology / BP-Amoco / IL, IN, MI. Installed groundwater monitoring wells for pump test. Groundwater pump test were performed by placing hydro-conductivity sensors in each of the designate monitoring wells and utilizing high efficient groundwater pumps to lower the water table. The data from the pump test was used in designing a groundwater remediation system.
 - > United States Environment Protection Agency (USEPA) Superfund Sites, Field Investigation Team (FIT) for Region V / IL, IN, WI, OH, MN. Advancement of soil borings, soil and groundwater sampling, free product removal, geotechnical sampling and monitoring well installation. Classified site using the USEPA Hazardous Ranking System. Performed on site SSO responsibility during site investigations. Managed sites, field personal, and subcontractors during field investigations. Managed the collections of samples in the field and laboratory paperwork in accordance with USEPA requirements. Prepared technical reports of field investigation and laboratory analytical results. Maintained field screening monitoring equipment.
 - > Regulatory Closure / Various Client / Illinois and Indiana. Obtained no further remediation (NFR) action letter for industrial/commercial facilities. The NFR determination issued by the IEPA and IN Department of Environment (IDEM) for sites in the LUST and SRP program. He has directly negotiated with the IEPA and IDEM for regulatory.
 - > Reimbursement Coordinator / UST Clients / Illinois. Completed reimbursement documentation requesting funds from the IEPA LUST fund. Clients have received several thousands of reimbursed dollars from the LUST fund.
 - > Mold Removal Supervision / Various Clients / Illinois. Supervised the removal of mold from the interior wall cavity, exterior wall, water chiller, flooring material, and

ceiling tiles of commercial/industrial facilities. The projects included post remedial clearance testing to determine if the facility met the established criteria for re-occupancy.

- > Mold Testing / Various Clients / Illinois. Collected a combination of viable and non-viable airborne mold samples in order to assess the mold levels in affected areas of commercial, industrial, and residential properties. The projects included post remedial clearance testing to determine if the facility or residential housing met the established criteria for occupancy.
- > Suspected Asbestos Containing Material Collection / Various Clients / Illinois. Collected suspected asbestos material from commercial/industrial facilities. The sampling material included ceiling tiles, floor tiles, mastic, floor covering, drywall, drywall tape and joint compound, piping insulation and other suspected material for laboratory analysis.
- > Asbestos Removal Supervision / Various Clients / Illinois. Supervised the removal of asbestos from commercial/industrial facilities by trained and license subcontractors. Responsibilities included ensuring contract / contractor compliance, conducting background and clearance air sampling are in accordance with Illinois Department of Public Health regulations (asbestos) abatement specifications.
- > Air Monitoring / Illinois. Conducted air monitoring activities at a commercial building after a potential flammable substance was applied to the floor during remodeling of the building. Utilizing a lower explosive level (LEL) meter determined that the area did not have an explosive atmosphere.
- > Heavy Metal Sampling / Illinois. Collected wipe samples in a commercial office building after a fire. Samples were collected in previously affected fire damaged area, after the areas were abated and remodelled.

Training / Certification

- > 40-Hour HAZWOPER Training (29 CFR 1910.120), Onsite Occupational Training
- > Hazardous Waste Operation and Emergency Response Health and Safety
- > 8-Hour Refresher for Waste Site Personnel, Certificate on compliance with OSHA 29CFR 1910.120
- > Supervisor's Course in Hazardous Materials & Site Investigations Certificate In compliance with OSHA 29CFR 1910.120
- > 40 Hours Basic Health and Safety Training Course For Hazardous Waste Site, Certificate in compliance with OSHA 29CFR 1910.120

Jose M. Gonzalez

Current Position
Project Scientist

Profession
Environmental Scientist

Years' Experience
15

Joined Cardno
June 2004

Education
B.S., Environmental
Science, Roosevelt
University, 1997,
Hazardous Materials
Management, Minor,
Chemistry

Affiliations
National Environmental
Health Association

Building Owners and
Managers Association
(BOMA)

National Safety Council

Summary of Experience

Mr. Gonzalez is an environmental scientist with approximately fifteen years of professional experience in the environmental services and consulting arena for small and large environmental projects, which have included: the preparation of technical reports and limited proposal writing; the coordination, management, and implementation of field operations for environmental projects; site investigations and regulatory closure; site remediation projects, and health and safety monitoring programs.

His duties have included the implementation of site investigations from project setup, budget management, schedules and resources, subcontractor management, technical oversight, personal execution, data evaluation, technical reporting, and Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP), Dry Cleaner Trust Fund (DCTF) and Leaking Underground Storage Tank (LUST) regulatory closure. He has also been directly responsible for the selection, coordination, and management of qualified subcontractors and vendors, and has been involved with clients and various regulatory agencies. He has also conducted microbial investigations at hurricane affected facilities.

His daily duties include conducting subsurface site investigations for industrial/commercial facilities. This includes Health and Safety Plan development and implementation, soil and groundwater sampling, monitoring well installations, underground storage tank (UST) locating, removal and closure, soil excavation oversight, data evaluation, providing recommendations, remediation, direct client contact, supervision of overall project status, budget management, and regulatory closure under the LUST, SRP, and DCTF programs.

Jose M. Gonzalez has performed site investigations, technical reporting, and remedial actions in accordance with 35 IAC Section 740 (SRP) and 742 (TACO) regulations, and 35 IAC Section 731, 732, and 734 (LUST) regulations.

Significant Projects

- > Remedial Actions / Various Clients. Provided oversight services during the excavation and removal of impacted soil/fill materials at various industrial/commercial facilities for sites under the SRP, LUST, and DCTF programs.
- > Health and Safety Monitoring / Various Clients / IL, WI, IN. Conducted health and safety meetings and provided oversight at various construction sites and operating facilities sites where know contaminants were present and construction worker health and safety was an issue.
- > Air Monitoring / Various Clients IL, WI, IN. Conducted air monitoring, oversight and documentation activities for various clients including petroleum facilities during construction, regulatory agency compliance and remediation activities.

- > Radiation Monitoring / Directorate of Environment and Safety, U.S. Department of the Army / Fort Riley, KS. Conducted screening of military barracks and hardware for the presence of low level alpha and beta radiation via wipe-tests and alpha/beta monitors.
- > River Water, Soil, and Sediment Sampling / Confidential Client / Massachusetts. Involved the collection and preparation of soil and water samples from selected points along a 50-mile stretch of the Housatonic River located in western Massachusetts.
- > Mercury Investigation / Nicor Gas. The investigation and remediation of mercury contaminated soils at various Nicor Reporting Centers and several large scrap yards
- > Confidential Client / Wheaton, IL. Obtained an No Further Remediation (NFR) determination from the IEPA SRP for a former dry cleaner facility enrolled in the DCTF impacted with volatile organic compounds (VOCs) via a combination of institution controls including land and groundwater use restrictions and engineered barriers. Prepared the ROR, RACR, and response to IEPA Comment letter, and directly negotiated with the regulatory agencies for regulatory closure.
- > Confidential Client / Streamwood, IL. Obtained an NFR determination from the IEPA SRP with no land use restrictions for a former dry cleaner facility enrolled in the DCTF impacted with VOCs via groundwater use restrictions. Prepared the FSIR and response to IEPA Comment letter, and directly negotiated with the regulatory agencies for regulatory closure.
- > Confidential Client / Chicago, IL. Obtained an NFR determination from the IEPA LUST program for an industrial/commercial facility with a previously removed UST and reported LUST incident with limited information via a combination of institution controls including land and groundwater use restrictions and engineered barriers. His participation included implementation of the subsurface investigation and delineation, contaminant migration modeling, preparing the Limited Subsurface Investigation (LSI) report and CACR, and directly negotiated with the IEPA for regulatory closure.
- > Confidential Client / Chicago, IL. Obtained an NFR determination from the IEPA LUST program for an industrial/commercial facility with a previously removed UST and reported LUST incident via a combination of institution controls including land and groundwater use restrictions and engineered barriers. His participation included preparing the CACR, and directly negotiated with the IEPA for regulatory closure.
- > Confidential Client / Morton Grove, IL. Obtained an NFR determination from the IEPA LUST program with no land use restrictions for an industrial/commercial facility with a previously removed UST and reported LUST incident via a groundwater use restriction. His participation included soil and groundwater sampling and preparing the CACR and CACR Amendments, and directly negotiated with the IEPA for regulatory closure.
- > Confidential Client / DesPlaines, IL. Obtained an NFR determination from the IEPA LUST program with no land or groundwater use restrictions for an industrial/commercial facility with a previously removed UST and reported LUST incident and limited information. His participation included implementation of the subsurface investigation, preparing the LSI report and CACR, and directly negotiated with the IEPA for regulatory closure.
- > Confidential Client / Bedford Park, IL. Obtained an NFR determination from the IEPA SRP for an industrial/commercial facility impacted with VOCs and Semi-VOCs (SVOCs) via a combination of soil removal and the implementation of an engineered

barrier, and institution controls including land and groundwater use restrictions. His participation included implementation of the subsurface investigation and delineation, impacted soil excavation and removal oversight, the removal of three USTs, contaminant migration modeling, preparing several LSI reports, FSIR, ROR, RAP, RACR, and RACR Amendments. He also directly negotiated with the IEPA for regulatory closure.

- > Confidential Client / Melrose Park, IL. Obtained three NFR determinations for three remediation areas of an industrial/commercial facility from the IEPA SRP via a combination of institution controls including land and groundwater use restrictions, and an engineered barrier. His participation included implementation of the subsurface investigation and delineation, contaminant migration modeling, preparing two LSI reports, FSIR, ROR, RAP, RACR, and RACR Amendments. He also directly negotiated with the IEPA for regulatory closure.
- > Damage Assessment / Confidential Client. The assessment of hurricane affected facilities via the acquisition of building material moisture levels and viable/non-viable mold sampling in Cancun and Puerto Rico.
- > Potentially Responsible Party Searches / USEPA. Volumetric Rankings, Waste-In Lists, Title Searches, Record Collection/File Review, PRP Address Searches.
- > Cost Recovery Support / USEPA. Collect/Summarize Information, Cost Recovery Decision Documents, and Cost Recovery Close-Outs.
- > Superfund Document Management System (SDMS) / USEPA. Implementation and creation of the SDMS Imaging Project via the prepping, indexing, and scanning of documents. Perform installations and training of the SDMS application to the client USEPA staff. Devise database reports, repair SDMS database discrepancies via SQL statements, and perform various QA/QC projects. Create CDs containing information from the SDMS database and image server to fulfill FOIA requests. He also personally created the SDMS Utilities V1.0: A tool used to track project progress and all contractor production.

Training

- > 40-Hour OSHA HAZWOPER training, Wibur Wright City College, August 1999
- > 8-Hour OSHA HAZWOPER Refresher Course, Update yearly
- > 16-Hour Microbial Investigations, Assessments, and Remediation in the Indoor Environment Training Course, December 2004
- 10-Hour OSHA Construction Worker, GE, February 2003

Karl E. Meier, P.E.

Current Position

Manager, Industrial Hygiene Services

Profession

Geological Engineer

Years' Experience

27

Joined Cardno

2006

Education

University of Idaho, Moscow, Idaho, 1986 BS, Geological Engineering

Professional Registrations

PE, Illinois, 1992, #062-050852

Asbestos Inspector, Illinois, 1990, #100-5285

Asbestos Project Designer, Illinois, 1995, #100-5285

Lead Inspector/Risk Assessor, Illinois, 1995, #L1399

Summary of Experience

Mr. Meier is a Professional Engineer and is the Oakbrook Terrace Office Industrial Hygiene Services Manager with 27 years of experience in the planning, management, and supervision of all aspects of asbestos, lead, environmental projects, industrial hygiene, environmental audits, and health and safety issues. He is licensed to perform both asbestos and lead paint inspections, collecting bulk samples, and preparing abatement designs/specifications, and survey reports. He has conducted numerous asbestos/LBP inspections in conformance with Illinois CDB, IDPH, and AHERA protocols. He has provided services to a wide array of industries including federal, state and municipal governments, healthcare, manufacturing, telecommunication and educational institutions. He assumed control of Cardno ATC's Illinois Industrial Hygiene Department in 2008. He routinely performs senior project design, management activities including, technical reviews for environmental due diligence, industrial hygiene and indoor air quality projects. He has spoken at national and local seminars on a broad range of environmental, health and safety issues.

Significant Projects

- > Environmental Project Administration / Chicago Public Schools / Chicago, IL. Provided environmental project administration and design services for High Schools in three of the six regions for the Chicago Public Schools. Responsibilities included project design/specification development, providing environmental on-site monitoring, sampling, and analytical services for asbestos, and lead paint abatement.
- > Asbestos / Lead Based Paint Survey / Chicago Public Schools / Chicago, IL. Project Manager for open-end task-order type contract for asbestos investigations, lead-based paint investigations, oversight of remediation contractors, and clearance monitoring for renovation and rehabilitation of public school buildings. Project includes interior and exterior abatement, animal excrement abatement; air sampling and analyses; clearance monitoring, and monitoring abatement/remediation contractors.
- > Asbestos Remediation Design / Veterans Administration Hospitals / Hines, IL. Asbestos Designer and Inspector responsible for completion of inspections and removal designs at the VA Hospitals. Project includes identification of suspect materials, bulk sampling, risk assessment, report production and Site Operations and Abatement Plans.
- > Asbestos Consulting Services / Edward Hospital / Naperville, IL. Project Engineer for open-end task-order type contract for asbestos investigations, abatement oversight of remediation contractors, and clearance monitoring for renovation and rehabilitation for Edward Hospital. Projects includes abatement, air sampling and analyses; clearance monitoring, and monitoring of abatement and remediation contractors.

- > Asbestos / Lead Based-Paint Assessment / United States Postal Service / Chicago, IL. Inspector for asbestos/lead assessments of over 150 Postal Office buildings located in the Chicagoland area. Project services included ACM and lead identification, bulk sampling and analysis, development of management plans and O&M programs.
- > Microbial / Dust Monitoring Services / Delnor Hospital / Geneva, IL. Cardno ATC performed on-going Microbial and Dust Assessment Services of the open heart surgery suite and Pharmacy Clean Room Construction at Delnor Hospital. The Microbial/Dust Monitoring Program included a daily visual inspection for mold/dust conditions during and after construction. This project included development of Remediation Work Plans, construction monitoring, and post construction microbial sampling.
- > IAQ Assessment / Grubb & Ellis / Schaumburg, IL. As an agent for AETNA Insurance, help to visually assess the areas/floor space of a Nurse Health Call Center in Schaumburg, IL. Cardno ATC conducted comfort parameter assessment (temperature, relative humidity, CO₂ and CO), interview employees regarding their symptoms, conduct air sampling for the presence of indoor volatile organic compounds (VOCs), and prepare a report of findings.
- > Industrial Hygiene Sampling / Ecolab / Joliet, IL. Completed the industrial hygiene (IH) assessment on behalf of Chartis Global Loss Prevention. The purpose of the IH assessment was an evaluation of representative chemical and noise exposure relative to plant production operations with comparison to applicable regulatory limits.
- > Noise Survey / Digital Lakeside 350 E. Cermak Road Chicago, IL. Performed sound level assessments and develop a Sound Reduction Work Plan for an industrial facility. The Work Plan developed the approach necessary for the installation of an acoustical screen wall to address City of Chicago Regulations. Mr. Meier provided team leadership in design elements regarding the construction and installation of roof mounted sound attenuation screening walls and post construction testing.
- > Safety Administrator / Lombard Office. Primary professional facilitating the Lombard Office safety program. Coordinated/conducted training and technical assistance in safety/industrial hygiene/emergency. Conducted surveys, audits and inspections to identify hazards and compliance deficiencies. Implemented training programs tailored to needs of individual clients on environmental safety issues. Implements radiation program. Presents monthly Safety and Health Seminar series. Investigates accidents and provided remediation and preventive measures.

- > 40-Hour Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HazWOPER) Training, 1986
- > 8-Hour OSHA HazWOPER Supervisor Training, 1986
- > 8-Hour OSHA HazWOPER Refresher Training, April 23, 2001
- > Sanitary Landfill Design Short Course, University of Wisconsin
- > Groundwater Monitoring at Hazardous Waste Sites, IEPA
- > Asbestos Building Inspector, Management Planner, Project Designer Moraine Valley College
- > Hydrocarbon Contaminated Soils and Groundwater Seminar, Association for the Environmental Health of Soils

Training

- > Groundwater Pollution and Hydrology Short Course, Princeton University
- > Lead Inspector/Risk Assessor Course, University of Chicago
- > International In Situ and On-site Bioremediation Symposium, Battelle
- > Risk-Based Corrective Action (RBCA) Training, University of Wisconsin
- > SARA Title III, Tier II Training, U.S. EPA Region 5
- > Investigation, Management and Remediation of Mold in Buildings, Air Quality Science, Inc.
- > First-Aid and Adult Cardiopulmonary Resuscitation (CPR) Training, National Safety Council (NSC), 2002
- > Construction Quality Management for Contractors, US Army Corps of Engineers
- > DOT Hazardous Material Training
- > Uniform Federal Policy for Quality Assurance Project Plans (QAPP) Training

Ashfaque A. Memon, CMC

Current Position
Branch Manager

Profession
Industrial Hygiene

Years' Experience
25

Joined Cardno
June 1998

Education
Post Graduate Diploma
in Business
Administration, Institute
of Management,
Development, and
Research; India, 1988

B.S., Mechanical
Engineering, University of
Bombay, 1986

**Professional
Registrations**
Certified Microbial
Consultant, American
Indoor Air Quality
Council, 2002

Asbestos Air Sampling
Professional (IL, #100-
4512)

Asbestos Project
Manager (IL, #100-4512)

Asbestos Building
Inspector (IL, #100-4512)

Asbestos Management
Planner (IL, #100-4512)

Summary of Experience

Mr. Memon is a Principal of the firm and the Branch Manager for Cardno ATC's Chicago area office. The Oakbrook Terrace office employs over 18 environmental professionals and generates approximately \$6 million in revenue. He has over 25 years' environmental experience and is responsible for coordinating the operations of the industrial hygiene, environmental due diligence (Phase I/NEPAs), Phase II environmental site assessment, and remediation business segments. He also coordinates the business development and marketing opportunities for the branch. In addition, he oversees the operations of the Cardno ATC Highland, Indiana office.

Mr. Memon has extensive experience in the industrial hygiene field. He is well-versed in identifying potential environmental health problems and making recommendations to correct them. He has significant experience in the areas of environmental due diligence, asbestos and lead inspections, indoor air quality evaluations, microbiological hazard assessments, abatement project design, abatement project management, and development of turnkey approaches to hazard abatement program management.

Significant Projects

- > Environmental Project Administration / Chicago Public Schools / Chicago, IL. Provided environmental project administration for two of the six regions for the Chicago Public Schools. Responsibilities included providing environmental on-site monitoring, sampling, and analytical services for asbestos, lead paint abatement, Phase II subsurface investigations, UST removal activities, and site closure under the IEPA's Site Remediation Program at approximately 120 school facilities. (1998- to date)
- > Microbial Assessment, Design and Remediation Services / Allied Insurance Companies. Provided microbial consulting services for a multi-family housing complex in Wisconsin, which had suffered a catastrophic fire loss.
- > Microbial Assessment, Design and Remediation Services / Confidential School Client / Illinois. Provided microbial assessment consulting service for assessment and cleanup of a school, from a roof-replacement related to water loss.
- > Microbial Assessment Services / Confidential Police Department / Illinois. Provided microbial consulting service for assessment of a police department facility to determine whether the existing building was worth rehabilitation versus relocating to a newer facility.
- > Microbial Assessment, Design and Remediation Services / Confidential Health Care System / Illinois. Provided consulting services for assessment and related remediation of a senior health care facility building renovation.

Lead Inspector (IL, #L-1049)

Lead Risk Assessor (IL, #L-1049)

- > Turnkey Asbestos Services / Confidential Client / Illinois. Provided turnkey services for a realty company's acquisition of two large retail spaces. Services provided included asbestos inspection, project design, contractor retention, contract administration, on-site abatement monitoring, and reporting services.
- > Environmental Project Administration / Chicago Public Schools / Chicago, IL. Provided managing environmental consultant services for two of the six regions for the Chicago Public Schools. Responsibilities included supervising a team of asbestos building inspectors and lead risk assessors who inspected approximately 150 school facilities for asbestos, lead, and pigeon excrement hazards. Also supervised a team of Phase I environmental site assessors who provided research for new properties acquired for new school buildings and school building additions. Also oversaw project design and bid document preparation for asbestos and lead paint remediation work at approximately 60 facilities for capital improvement and emergency response. Managed, coordinated, supervised, and monitored environmental budgets for six other firms that provided environmental oversight on site for abatement work.
- > Asbestos and Lead Hazard Management / Chicago Public Schools/ Chicago, IL. Provided program management services for a \$72 million asbestos, lead, and other hazard management project for 100 schools within a large metropolitan school district. Responsibilities involved program development, asbestos and lead surveys, communication, and integration with construction managers, and total turnkey management of all abatement subcontracts, which totaled approximately \$65 million. This project involved contract administration of approximately 24 abatement contractors and 75 subcontractors working on approximately 100 schools.
- > Asbestos & Lead Management / Public Building Commission of Chicago / Chicago, IL. Provided project management services for a five million-dollar comprehensive asbestos and lead survey and abatement management project for Chicago Public School buildings and other buildings owned by Chicago Public Schools.
- > Phase I/II Site Assessments, Asbestos/Lead Inspections, Abatement, UST Management and LUST Closures / Public Building Commission of Chicago / Chicago, IL. Provided project management services for four Chicago Public Library building sites acquired by the PBCC.
- > Phase I/II Site Assessments, Asbestos / Lead Inspections, Abatement, UST Management and Property Condition Assessments / REITS Property Managers / Various Locations Nationwide. Provided project management services for environmental and property due diligence projects for multiple-site hotel/office/multi-family residential portfolios nationwide.
- > Asbestos Management / Multiple School Districts / Illinois. Provided project management services for compliance driven "three-year inspections" and "six-month periodic surveillance" projects for more than 3 million square feet of building space for a multitude of school districts throughout Illinois and prepared written management plans to manage the ACM in place.
- > Turnkey Asbestos Management / Chicago Public Schools / Chicago, IL. Provided turnkey services for abatement projects for 20 schools within Chicago Public Schools. Services provided included contractor retention and contract administration. Total abatement cost was approximately \$6 million.
- > Turnkey Asbestos & Lead Consulting / AT&T / Illinois. Program Manager since 1998, providing program management for comprehensive asbestos and lead consulting services for AT&T throughout Illinois. Responsibilities include:

development of the project designs associated with the abatement scope of work for each facility, all aspects of ACM inspection, project management according to Asbestos Hazard Emergency Response Act (AHERA) guidelines, overseeing the competitive bidding of the abatement work, review of bids, analysis of bids and submittals, contractor selection, and completion of comprehensive Abatement/Mitigation Summary report.

- > Disaster Recovery Services / Confidential Client / Florida and Hawaii. Provided comprehensive project management services for the post-hurricane recovery and clean-up operations following Hurricane Andrew (Florida) and Hurricane Iniki (Hawaii), primarily at private malls and resorts. Initiated and coordinated a program to assess damages, establish a sampling strategy, for identification of mold/fungus contamination due to water infiltration, recommend and establish clean-up objectives, retain and train clean-up crew, and implement an O&M Program for long term objectives.

- > RMD LPA-1 XRF Spectrum Analyzer for Lead-Based Paint Sampling, RMD Corporations, 1997
- > Mold Abatement Training, 2001
Scitec, MAP3 XRF, Spectrum Analyzer for Lead-Based Paint Sampling, Scitec Corporation, 1992

Training/ Certification

Andy Nilson

Current Position
Industrial Hygiene
Technician

Profession
Industrial Hygiene

Years' Experience
16

Joined Cardno
May 1998

Education
B.S., Environmental
Management, Elmhurst
College, 1998

**Professional
Registrations**
Asbestos Air Sampling
Professional (IL #100-
8668)

Asbestos Project
Manager (IL #100-8668)

Lead Inspector (IL #L-
6875)

Affiliations
American Industrial
Hygiene Association

Summary of Experience

Mr. Nilson is an Industrial Hygiene Technician in the Cardno ATC Oakbrook Terrace, Illinois office. His responsibilities with Cardno ATC have included consulting and instruction on asbestos, lead, microbial, and other related environmental projects.

Significant Projects

- > Asbestos and Lead Hazard Management / Chicago Public Schools / Chicago, IL.
- > Industrial Hygiene Technician for a multimillion-dollar asbestos and lead abatement project for Chicago Public Schools.
- > Asbestos and Lead Hazard Management / Various Clients / Various Locations.
- > Industrial Hygiene Technician for major asbestos and lead inspection and abatement project involving removal of asbestos-containing materials (ACMs) and lead-based paints (LBPs) from various facilities.
- > Microbial Hazard Assessment and Remediation Management / Various Clients / Various Locations.
- > Industrial Hygiene Technician for microbial assessment, remediation monitoring and sampling from various facilities such as hotels, schools, office buildings and institutional facilities.

Training and Certification

- > Asbestos Building Inspector Initial Training Course, Amerisafe Training Services, 1999
- > Asbestos Building Inspector Refresher, Occupational Training & Supply, Inc., 2001
- > Analysis of Airborne Asbestos, NIOSH 582, 1998
- > RMD LPA-1 Lead Paint Inspection System, RMD Corporations, 1999
- > Niton Lead Paint Inspection System Training, 2004
- > Microbial Assessment and Sampling Training, ATC, 2003

Anna Padrul

Current Position

Project Scientist

Profession

Senior Industrial Hygienist

Years' Experience

25

Joined Cardno

July 1998

Education

M.S. Hydrogeology and
Mining Engineering, Moscow
Geological Prospecting
Institute

Affiliations

American Industrial Hygiene
Association, Chicago Section

Summary of Experience

Ms. Padrul is a Project Scientist in the Cardno ATC Chicago area office. Her responsibilities with Cardno ATC include inspection and project management of asbestos and lead projects, industrial hygiene consulting and instruction, and other related environmental projects.

Prior to working with Cardno ATC, Ms. Padrul had six years of experience as an industrial hygienist/environmental consultant with other environmental consulting firms.

Significant Projects

- > Asbestos and Lead Hazard Management / Chicago Public Schools / Chicago, IL. Industrial Hygiene Project Manager/Inspector for a multi-million dollar asbestos and lead survey and abatement project for Chicago Public Schools.
- > Asbestos and Lead Hazard Management / AT&T / Various Locations. Industrial Hygiene Project Manager for several major asbestos and lead inspection and abatement projects for AT&T.
- > Asbestos and Lead Hazard Management / Various Clients / Various Locations. Industrial Hygiene Technician for major asbestos and lead inspection and abatement project involving removal of asbestos-containing materials (ACMs) and lead-based paints (LBPs) from various facilities.
- > Asbestos Hazard Management / Commercial Building / Chicago, IL. Asbestos Inspector for a high-rise commercial building in downtown Chicago.

Licenses and
Certifications

- > Asbestos Air Sampling Professional (IL, #100-6190)
- > Asbestos Project Manager (IL, #100-6190)
- > Asbestos Building Inspector (IL, #100-6190)
- > Asbestos Contractor / Supervisor Initial Training Course, Midwest Environmental and Industrial Health Training Center, 1988
- > Asbestos Contractor / Supervisor Refresher Course, Amerisafe Training Services, 2000
- > Asbestos Building Inspector Initial Training Course, Occupational Training Services, Inc, 1995
- > Asbestos Building Inspector Refresher Course, Occupational Training & Supply, Inc., 2001
- > Analysis of Airborne Asbestos, NIOSH 582, Jaina Associates, 1996
- > Certificate of 2-Hour Louisiana Asbestos Regulations, Professional Service Industries, Inc., 1996
- > Lead Inspector / Risk Assessor (IL, #L-3184)
- > Lead Inspector Initial Training Course, Midwest Environmental and Industrial Health Training Center, 1994
- > Lead Risk Assessment Initial Training Course, Public Health and Safety, Inc., 1998

J. David Patton, PG. CHMM, MBA

Summary of Experience

Mr. Patton is the Operations Manager for the Cardno ATC Oakbrook Terrace, IL (Chicago), office, supervising approximately 20 professionals in the fields of due diligence site assessments, subsurface evaluations and remediation, industrial hygiene, and property condition assessments. He has 29 years of experience providing environmental engineering and consulting services to government agencies and private industry. His specific expertise includes profit and loss management, development of local, regional, and national business development and marketing strategies, resource management, training and mentoring of staff, project management, litigation support and expert witness testimony, and performing all types of environmental consulting projects. Mr. Patton's diverse project related experience includes managing and performing environmental site assessments, building/property condition assessments, multimedia environmental compliance assessments, geotechnical evaluations, microbial assessments, asbestos consulting, lead-based paint consulting, indoor air quality evaluations, radon consulting and mitigation, underground storage tank testing, upgrading, and decommissioning, subsurface soil and groundwater assessments, risk-based closure reporting, vapor intrusion evaluations, and electromagnetic subsurface investigations. Mr. Patton has performed and/or managed over 4,500 environmental and engineering related projects located throughout the United States, Caribbean, Mexico, and Canada over the past 29 years.

Significant Projects/Activities

Environmental Site Assessment / Asbestos Survey / Subsurface Soil / Groundwater Sampling / Walton St. Capital / T/O US. Project/Client Manager for a Phase I/II ESA and asbestos/mold surveys for 200 site portfolio of industrial properties located t/o the US. The studies involved conducting numerous Phase I ESAs, Phase II ESAs, geophysical and asbestos/mold surveys, which at some sites revealed potential impacts from pre-existing petroleum, chlorinated solvent, mold, asbestos-containing materials and underground storage tanks at the sites. Phase II environmental subsurface assessments and remediation activities were performed at 20 sites. Where required, petroleum/chlorinated impacted soil/groundwater remediation and asbestos/mold abatement services were performed for these locations.

Nationwide Regulatory Risk-Based Closures/ Various Large Retail and Commercial Clients T/O US, Recently managed and completed numerous site closures and obtained No Further Remediation (NFR) letters from the IEPA, IDEM, County of LA CA, Orange County CA, Ventura County CA, Santa Anna Water Quality Control Board CA and Florida DEP, using the various state and County Site Remediation Programs (SRP) and the IEPA Tiered Approach to Corrective Action Objectives (TACO) regulations for petroleum and chlorinated solvents contaminated sites. This included risk evaluation, management, project management and oversight and negotiations with regulatory agencies.

Current Position
Operations Manager
(Chicago Branch
Office)

Discipline Area
**Environmental and
Industrial Hygiene
Consulting:**

Years' Experience:
29

Joined Cardno ATC
2001

Education
1985 / B.S. / Geology /
University of Kansas

1999 / M.B.A. / Corporate
Finance / Keller Graduate
School of Management,
Chicago, IL

**Professional
Registrations**
Professional Geologist,
IL, IN, and WI

**Certified Hazardous
Materials Manager**

**Registered Environmental
Professional**

**Notary Public, State of
Illinois**

Affiliations
American Institute of
Professional Geologists

**Geological Society of
America**

Site Assessment/ Subsurface Soil and Groundwater Sampling/UST Removal and Regulatory Closure / Syngenta Seeds/ IL Project/Client Manager for a Phase I/II ESAs for a site portfolio of rural seed production and coating facilities located t/o IL. The studies involved conducting numerous Phase I ESAs, Phase II ESAs, geophysical and subsurface investigations, which at some sites revealed potential impacts from pre-existing petroleum, fungicide and pesticide use and leaking underground storage tanks at the sites. Phase II environmental subsurface assessments and remediation activities were performed at several of the sites. Where required, petroleum impacted soil/groundwater remediation were performed for these locations.

Environmental Site Assessment Portfolio Management / Harris Bank / IL. Managed an environmental assessment portfolio for a large financial institution that was purchasing the assets of Household Financial comprising 46 sites in the Chicagoland area. The environmental assessment program performed for the financial institution involved Phase I assessments on all the properties, and some limited asbestos surveys in the older facilities and 10 Phase II assessments on the properties that were identified to be formerly occupied by gas stations. The project was completed in approximately one month.

Environmental Site Assessment Portfolio Management / Confidential Client / IL. Managed a portfolio of 25 industrial/office/warehouse buildings for a REIT located in the Chicagoland area. The properties were located throughout the country. Mr. Patton developed a proposal for Phase I environmental site assessment program, coordinated the project with the client, and provided senior technical review of the reports. Mr. Patton also developed proposals for several Phase II environmental site assessments on some of the properties, and managed the Phase II process.

Environmental Site Assessment Portfolio Management / Westinghouse Evaluation Services / US. Managed of portfolio of 55 sites for Westinghouse Evaluation Services comprising a sale of RTC properties. Mr. Patton provided coordination of the Phase I environmental site assessments with project personnel and provided project management review of the reports. Mr. Patton assisted in the development of proposals for Phase II environmental site assessments at several of the sites, and managed the Phase II process.

Environmental Site Assessments and Subsurface Soil / Groundwater Sampling / Packerland Packing / US. Project manager for a Phase I/II environmental site and contamination assessment project for 10 meat packing facilities in Nebraska, Kansas, Wisconsin, Iowa, and Missouri. Study involved historical data research, site and area reconnaissance, conducting environmental subsurface explorations and groundwater monitoring well installation at the sites, and writing reports presenting results, recommendations, and remedial options.

Underground Storage Tank Project Management / Confidential Client / IL. Project manager for underground storage tank (UST) removal and leaking UST (LUST) closure for eight USTs for a major real estate investment company.

Expert Witness Testimony/ Confidential Client/ DuPage Co. IL

Provided litigation support and expert witness testimony regarding a major oil spill that affected a navigable waterway and associated wetlands and critical wildlife habitat.

Litigation Support/ Confidential Client/ Cook Co. IL

Provided litigation support regarding a chlorinated solvent spill at a dry cleaning operation that affected soil and groundwater beneath the site. Also, provided remediation services to clean-up existing chlorinated solvent impact in the soil and groundwater utilizing in-situ ISCO injections in an effort to obtain IEPA regulatory closure for the incident. IEPA regulatory closure for this incident was secured in approximately 24 months.

Litigation Support/ Confidential Client/ Chicago, IL

Provided litigation support regarding an asbestos exposure claim involving improper renovation activities of a high-rise commercial office building that reportedly caused asbestos impact/exposure to occupants throughout the building. Also, provided and managed asbestos remediation services to clean-up residual asbestos-containing dust.

Geotechnical Investigation/ Environmental Site Assessments /

Electromagnetic Survey / Chicago Park District / IL. Project manager for a Geotechnical Evaluation, Historical Survey, Asbestos Survey, Electromagnetic Survey, and Phase II ESA for the Chicago Park District property occupied by the Southwest Mental Health Center.

Environmental Site Assessments and Geotechnical Investigations / Voice Stream Wireless / Schaumburg, IL. Project manager for over 50 Voice Stream Wireless projects including geotechnical services, NEPA Phase I ESAs, and Phase II ESAs.

Environmental Site Assessments / Target Stores / IL. Project manager and principal investigator for 20 former Montgomery Ward facilities, including auto service centers that were to be sold. The environmental site assessments included review of existing environmental reports and incorporation of available information into an updated environmental report. Phase II ESAs were performed on sites found to be of concern.

Environmental Site Assessment / Various Clients / Various Locations Throughout the U.S.

Project scientist for over 700 Phase I and Phase II environmental site assessments at commercial office, retail, and light industrial facilities throughout the country. Many of the projects included review and evaluation of existing reports or review of government agency files to assess the environmental quality of the sites. The diversity of site locations has provided a wide range of experience with various local and state regulatory environments.

Compliance Audit / Confidential Client / IL. Developed and conducted site-specific OSHA audit for a major chemical manufacturer. Successfully negotiated with state OSHA official for site compliance decree. Successfully negotiated with state OSHA official to reduce fines. Developed and implemented OSHA compliance training programs, bringing the site into compliance with OSHA training requirements.

Compliance Audit Program Development / Confidential Client / US. Developed a site specific audit program for a major telecommunications company to keep the company in compliance with OSHA and EPA regulations.

Regulatory Compliance Consulting / Confidential Client / US. Provided consulting services for an environmental auditing program for a major manufacturing facility with 25 facilities throughout the United States. Managed an audit program of 25 steel fabricating facilities, covering RCRA, TSCA, OSHA, EPA, CAA and CWA compliance issues.

Regulatory Compliance Consulting / Confidential Client / IL. Negotiated EPA environmental consent decree requirements, which met business objectives and financial plan for RCRA violations for a small packaging facility. Developed, implemented and conducted RCRA training for 25 employees. Implemented a tracking system for waste manifesting. Provided regulatory review of manifests resulting in change of generator status from large quantity to small quantity resulting in significant cost savings for waste disposal. Provided project management services for PSM and RMP initiative identifying through task analysis-compliance objectives.

Regulatory Compliance Consulting / Confidential Client / NC. Developed and implemented chemical purchasing policies and procedures for a major furniture manufacturer. These procedures and policies allowed for the purchase and use of less hazardous chemicals thus reducing regulatory reporting requirements. Additionally, through the use of the new chemical purchasing policy a reduction of overall chemical usage was realized resulting in reduced operating costs.

Underground Storage Tank Project Management / Confidential Client / IL. Project manager for underground storage tank (UST) removal and leaking UST (LUST) closure for fifteen USTs located at three facilities located in Wisconsin, Illinois and Indiana for a major real estate investment company.

Asbestos Management / Marquette Building / Chicago, IL. Project manager and asbestos inspector conducting an asbestos survey of the historic structure for remodeling purposes. Duties included sampling, removal specification preparation, abatement bidding assistance, construction oversight, air sampling, report preparation and project closeout.

Asbestos AHERA Inspections / Fenwick High School / IL. Field inspector conducting the initial AHERA comprehensive asbestos survey and management plan for the high school; conducted three-year re-inspections for the facility.

Asbestos Survey and Sampling / US Army / Lawton, OK Field supervisor and inspector conducting a comprehensive asbestos survey and hazard assessment of Fort Sill Military Base. A four-person team surveyed 25 million square feet of space in approximately six months.

Asbestos Survey and Sampling / State University System of New York / NY. Project coordinator and field inspector for a one-year asbestos survey and sampling project conducted at all state-funded universities in New York. Performed comprehensive asbestos surveys and hazard assessments.

Lead-Based Paint Project Management / AIMCO / US. Project manager for the Midwest region of a major lead-based paint survey project encompassing over 500 apartment complexes located throughout the US. Services included HUD protocol sampling with Niton XRF machines and risk assessment services by collecting paint chip, dust wipe, dust vacuum, and soil samples.

Lead Dust Abatement Project Management / Finova Capital Corporation / Chicago, IL. Project manager and principal investigator of a lead dust abatement project at the Dakota Building. Services included lead-based paint and dust sampling, removal specification preparation, abatement bidding assistance, construction oversight, air sampling, report preparation, and project closeout.

Lead-Based Paint and Asbestos Surveys / Risk Assessments / Transwestern Financial Corporation / US. Project manager and principal investigator for lead-based paint and asbestos inspections/risk assessments as part of a portfolio acquisition of 25 office buildings.

Indoor Air Quality Surveys / Property Conditions Surveys / Lighting Evaluations / CAD Design Services / JP Morgan Corporation / US. Client account manager to provide indoor air quality evaluations, property condition surveys, ATM lighting studies, and CAD design services to various Bank One owned facilities located throughout the US. Responsible for identifying internal resources located throughout the country to service Bank One's environmental and engineering consulting needs.

Indoor Air Quality Surveys / Property Conditions Surveys / Environmental Site Assessments / Parking Deck Restoration / Grubb & Ellis, Inc. / US. Client account manager to provide indoor air quality evaluations, property condition surveys, facilities engineering and environmental assessment services to various Grubb & Ellis managed facilities located throughout the US. Prepared various scopes of work for Grubb & Ellis to conduct indoor air quality evaluations, property condition surveys, facilities engineering and environmental assessment services of their managed facilities. Responsible for identifying internal resources located throughout the country to service Grubb & Ellis's environmental and engineering consulting needs.

Indoor Air Quality Surveys / Environmental Consulting Services / Roofing Evaluation Services / State Farm Insurance Company / US. Client account manager to provide indoor air quality evaluations, environmental consulting services, and roofing evaluation services to various State Farm-owned facilities located throughout the US. Responsible for identifying internal resources located throughout the country to service State Farm's environmental and engineering consulting needs.

Indoor Air Quality Services / Equity Office Properties / IL. Responsible for managing and performing numerous baseline indoor air quality surveys and sampling services to tenants in Equity-owned high-rise office buildings complaining of compromised indoor air quality.

Microbial Assessment Services/Walton Street Capital/ US. Responsible for managing and performing numerous microbial baseline assessments and remediation services for a diverse portfolio of 97 industrial park properties with over 500 buildings. Responsible for coordinating and managing microbial remediation activities in properties located in CA, AZ, TX, OR, and WA.

Microbial Assessment and Remediation Turnkey Services/ Ryan Cos. US/ IL. Responsible for managing and performing a microbial assessment and turnkey remediation services for a major supermarket chain located in the greater Chicago Metro area. Responsible for coordinating and managing microbial assessment and remediation activities in cooler areas with microbial contamination.

Microbial and IAQ Assessment Services/ Numerous Insurance Companies and Adjusters/ US. Responsible for managing client accounts throughout the US for various insurance adjusters with IAQ, flood and mold related claims. Activities include coordination of fee estimates and proposals, data evaluation, reporting, forensic investigations, remediation and project review and QA/QC functions.

Microbial Assessment, Design and Remediation Services / Private Institution / Confidential Client / Chicago, IL. Provided comprehensive project management services for the assessment of microbial contamination of the mechanical system insulation and associated wall systems from reported inappropriate insulation of chilled water lines. Initiated and coordinated a program to assess damages, establish a sampling strategy for identification of mold/fungus contamination, recommend and establish cleanup objectives, design scope of remediation work, bid and oversee the remediation work, and implement an O&M Program for long term objectives. All the work was done under controlled conditions while the client maintained full operations.

Microbial Assessment, Design and Remediation Services / National Hotel Chain / Confidential Client / San Juan Puerto Rico. Provided comprehensive project management services for the assessment of microbial contamination from the historic leaks in the building systems. Initiated and coordinated a program to assess damages, establish a sampling strategy for identification of mold/fungus contamination, recommend and establish cleanup objectives, design scope of remediation work, and oversee the remediation work. All the work was done under controlled conditions while the hotel maintained full operations.

Microbial Assessment, Design and Remediation Services / Genesis Construction. Provide mold consulting services for a multi-family housing complex in IL, which had suffered a catastrophic water intrusion loss.

Microbial Assessment, Design and Remediation Services / Confidential School Client / IL. Provided mold assessment consulting service for assessment and cleanup of a school, from a roof-replacement related to water loss.

Microbial Assessment Services / Confidential Police Department / IL. Provided Mold consulting service for assessment of a police department facility to evaluate whether the existing building was worth rehabilitation versus rebuilding a newer facility.

Microbial Assessment, Design and Remediation Services / Confidential Health Care System / IL. Provided consulting services for assessment and related remediation of a senior health care facility building renovation.

Training and Certifications

Certified Professional Geologist: Illinois (#196-000308), Indiana (#1070), and Wisconsin (#146-013)
Certified Hazardous Materials Manager, Master Level (#1822)
Certified Environmental Inspector (#7371)
Registered Environmental Professional (#2880)
ASTM Certified Environmental Professional
Illinois Notary Public
Asbestos Building Inspector (IL, #100-0236, IN, # 192221067)
Asbestos Management Planner (IL, #100-0236, IN # 192221067)
Lead-Based Paint Inspector/Risk Assessor (IL, L-1137)
ASTM E 2600 Vapor Encroachment Screening Certificate Holder
OSHA 40-Hour Hazardous Waste Site Worker Training, Environmental Training Consultants, 1988 with Annual Refreshers.
Site Assessments Training Workshop, EHMI, 1991.
Asbestos Design Professional Certification, BCM Engineers 1988.
NIOSH 582 Airborne Fiber Analyses, McCrone Research Institute, 1987.
NEHA Certified Radon Inspector, 2000.
Leak Detection and Corrective Action for Underground Storage Tanks, University of Wisconsin, 1989.
Basic Environmental Risk Management Training, LAW Engineering, 1998.
Quality Assurance Training, LAW Engineering, 2000.
Contract Documents Preparation, Review, and Negotiation Training, LAW Engineering, 1999.
EDR Due Diligence at Dawn Seminars 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, and 2013.
Stormwater Management Training, LAW Engineering, 2001.
Niton Spectrum Analyzer Training in Radiation Safety, Monitoring, Measurement, And Machine Maintenance, Niton Corporation, 2000 (Certificate # A0060534198).
Microbial Investigations, Assessments and Remediation in the Indoor Environment 2-Day Training Class, ATC 2002.
Housing and Urban Development Department (HUD) MAP Training for Environmental Assessments, 2004.
EMSL Analytical, Inc. Industrial Hygiene Workshop, September 2005.
EM Lab/P&K Mold University Seminar, "Mold, Allergens, Sampling, and Report Interpretation", February 2007.
EMSL Analytical, Inc. Asbestos Workshop, October 2008.
Indoor Air Quality Association Winter Workshop, "A Bugs Life", IAQ Bacteriological Issues, December 2008.
RMD LPA-1 Lead Paint Inspection System Certified (XRF), 2009 and 2011
QED, Trends in Groundwater Sampling, 2010
Vapor Encroachment Screening Training, ASTM, 2010
Indoor Air Quality Association Training, 2010, 2011, and 2012
American Heart Association, Basic First Aid and CPR Training, 2011 and 2013
Regenesis, Integrated Site Remediation and Gas Vapor Intrusion Seminar, 2011
Regenesis, In Situ Treatment Technologies Seminar, 2011
EM Lab/P&K Mold "Ambiguity of Asbestos Testing", 2012
Cardno Management Essential Training Program, 2013
EM Lab/P&K Mold "Fungal Data Interpretation", 2014
AIPG Continuing Education Series, Vapor Intrusion Workshop, 2014/2015
Soil and Groundwater Remediation Technology Seminar 2015

Employment History

Hall Kimbrell Environmental Services (Currently d/b/a as PSI) 1986-1988

BCM Engineers, Inc. (Currently d/b/a as Cardno ATC) 1988-1990

Mostardi-Platt Associates, Inc. (Currently d/b/a as TRC Environmental Services)
1990-1996

Law Engineering, Inc. (Currently d/b/a as AMEC) 1996-2001

Cardno ATC 2001-Present

John N. Sabovcik, Jr., REM, MBA

Current Position

Manager, Environmental Due Diligence Services

Profession

Manager/Senior Environmental Engineer

Years' Experience

22

Joined Cardno

February 2006

Education

B.S. Mechanical / Civil Engineering, Purdue University

Master of Business Administration, Indiana University

Summary of Experience

Mr. Sabovcik, the manager of the Environmental Due Diligence Services Group in Cardno ATC's Chicago area office (Oakbrook Terrace, IL), has more than 22 years of environmental engineering/consulting experience. His duties include the management and supervision of Staff Scientists that perform Phase I Environmental Site Assessments (ESAs), transaction screens, and regulatory compliance audits. He has been responsible for branch office / senior project level management, proposal preparation, senior QA/QC report review, client relations and marketing activities. Types of projects he has overseen include: Phase I and II Environmental Site Assessments (ESAs), regulatory compliance audits, soil and groundwater sampling/monitoring, leaking underground storage tank investigations, soil disposal activities, and remediation system design/monitoring. Throughout his career he has worked extensively with federal, state, and local government agencies. He also conducted forensics-engineering investigations for insurance industry loss claims.

Significant Projects

- > Environmental Management / Hotel Chain. Oversaw various environmental projects (Phase I and II ESAs, asbestos surveys, wetlands studies) as national client manager for a large hotel chain.
- > Phase I Environmental Site Assessments / Industrial / Manufacturing Facilities. Performed, supervised, or assisted with over 230 Phase I ESAs at a variety of retail, commercial, and industrial / manufacturing facilities.
- > Phase I & Phase II Environmental Site Assessments. Conducted, coordinated, and reviewed Phase I ESAs that encompass both ASTM and compliance elements for a variety of transactions including stock purchase, asset purchase, refinancing and foreclosures, and providing operating budgets that relate to the compliance or remedial concerns identified. Typical operations assessed included: plastic injection molding, painting/coating, steel industry, distribution / warehousing, steel forging, tubing mills, wire mills, and food processing. Coordinated the design and implementation of Phase II ESAs. Quantified transaction liability where possible and established the compliance status with applicable Federal, State, and local regulations. Provided written reports on findings and the necessary support to the client while under legal review or financial committee review. Coordinated all aspects of the implementation of the appropriate times scheduled in the final loan or purchase agreement that relate to the environmental commitments identified.
- > Phase I ESA / Indiana Department of Transportation / Highland, IN. Conducted Phase I ESA corridor study on a section of State Highway in Highland, Indiana for the Indiana Department of Transportation (INDOT). The project was in connection with a large bridge redesign and flood zone mitigation project conducted in conjunction with the U.S. Army Corps of Engineers.

- > Phase II ESA and LUST Cleanup. Managed and organized Phase II ESA and LUST cleanup activities at project sites located in close proximity to state and federal roads and highways. Coordinated drilling activities in public roadways / easements with INDOT.
- > Site Investigations. Prepared site investigation reports and corrective action plans following formats required by regulatory agencies. Negotiated with state regulators on behalf of clients for acceptance of reports and plans. Supervised quarterly monitoring at project sites and prepared monitoring reports for submission to regulatory agencies.
- > Site Investigations / Indiana and Illinois. Planned site investigation activities at LUST sites in Indiana and Illinois. Supervised field geologists during soil sampling and monitoring well installation and compiled results into a site investigation/corrective action plan that was submitted to regulatory agencies such as the Indiana Department of Environmental Management (IDEM) and the Illinois Environmental Protection Agency (IEPA). Planned and supervised remediation excavation and landfill disposal of contaminated soil to various facilities in Indiana and Illinois.
- > Program Management / IDEM & IEPA / Indiana and Illinois. Managed various environmental projects including UST Removal / Closures, Groundwater Monitoring, Title V Air Permitting, Air Emissions Inventories, Voluntary Remediation Programs, Spill Prevention Plans, and Storm Water Compliance in conjunction with specific IDEM or IEPA requirements.
- > Soil & Groundwater Remediation / Indiana. Assisted in design of soil and groundwater remediation systems for various projects including soil excavation, soil/vapor extraction, and groundwater pump and treat systems. Project manager for a large long-term groundwater pump and treat remediation system in central Indiana. Coordinated quarterly groundwater monitoring activities and routine system maintenance activities. Prepared monthly and semi-annual monitoring reports for submittal to the IDEM.
- > Environmental Management / Financial Clients. Acted as a Client Manager for several lending, legal, and equity entities.
- > Assistant Engineer / Indiana. Acted as assistant engineer for a Northwest Indiana town. Assisted in the design and development of construction projects for new roadways, railroad crossings, handicap facilities, storm and sanitary sewer systems and wastewater treatment plants.
- > Storm Sewer Design / Indiana. Assisted with the design and supervised the installation of a large storm sewer separation project for a town in Northwest Indiana. Coordinated roadway closings and assisted with traffic flow studies for streets as they were closed. Conducted field supervision of the sewer and roadway construction activities.
- > Maps and Plans / AutoCAD. Prepared AutoCAD drawings for various municipal projects including sewer profile plans, street maps, and zoning maps.
- > Engineering / Northwest Indiana. Attended public town meetings to discuss engineering projects as a representative for Northwest Indiana town engineer.
- > Steel Industry / Large Steel Company. Designed and supervised the installation of various steel industry upgrade projects while employed in the coke oven department for a large steel company. Designed a flat rail transportation system for the coke oven battery charge car. Designed a steel grate/pit containment system to capture

water effluent runoff produced during coke "hot car" quenching activities.

- > Industrial and Municipal Engineering / Large Steel Company / Indiana. Supervised various industrial and municipal engineering projects as a consulting engineer. In this capacity, designed structural and hot strip mill facilities for large steel company in Indiana.
- > Engineering Assessments / Insurance Industry. Conducted engineering assessments for the insurance industry under the supervision of a licensed P.E. Conducted "cause and origin" investigations of failed mechanical systems including piping and pumping systems, valves, vehicular systems (e.g., automobiles, man-lifts, etc.) and miscellaneous household appliances. These investigations included the following tasks: site inspection and photographing the subject failed mechanical system, interviews with site personnel or the insured, product research, engineering calculations, a review of product specifications, and the preparation of a final written report.
- > Registered Environmental Manager (# REM 11524), National Registry of Environmental Professionals, 2003
- > Certificate of Competency - Industrial Wastewater Treatment Works Operator (Class K)
- > OSHA Hazardous Waste Site Operations Training, required by 29 CFR 1910.120, 1992. 8-Hour OSHA Refresher Course, 2005
- > "Understanding a Mold Investigation Report," ACM Environmental, Inc., 2003
- > Passed exam regarding requirements of "ASTM E 1527-97 Standard Practice for Environmental Site Assessments: The Phase I Environmental Site Assessment Process," administered by The Environmental Institute, 1998
- > "Nuclear Density Gauge Safety Training Program," 49 CFR 172, Subpart H, 1998
- > "Managing Multiple Projects, Objectives & Deadlines," Skillpath Seminars, 1997
- > 16-Hour "Environmental Management & Auditing Practice Area Training," ATEC Associates, 1995
- > 16-Hour "Air Quality Services Training Program of Instruction Relating to the 1990 Clean Air Act Amendments," ATEC Associates, 1994
- > "Workshop on Assessment, Control and Remediation of LNAPL Contaminated Sites," Environmental Systems and Technologies, Inc. in Cooperation with the American Petroleum Institute and the USEPA, 1994
- > "Due Diligence at Dawn," Environmental Data Resources, Inc. (EDR)

Licenses and
Certifications

Edward Stowell, PE

Current Position
Senior Project Manager

Profession
Senior Environmental
Engineer

Years' Experience
15

Joined Cardno
May 2013

Education
B.S. Civil Engineering,
University of Illinois at Urbana-
Champaign

Summary of Experience

Mr. Stowell is a Senior Project Manager in Cardno ATC's Chicago area office (Oakbrook Terrace, IL). He has more than 15 years of environmental and geotechnical engineering and consulting experience. His duties include the preparation of technical reports and proposals; the coordination, management, and implementation of field operations for environmental projects; site investigations and regulatory closure; site remediation projects, and health and safety monitoring programs.

Projects have included: Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP) and Leaking Underground Storage Tank (LUST) regulatory closure.

Experience

- > Senior Civil Engineer – Environmental Consulting Firm, Schaumburg, Illinois

Primary responsibilities included preparation and peer review of reports to be submitted to state agencies in Illinois, Indiana, Wisconsin and Michigan for various stages of Leaking Underground Storage Tank (LUST) incidents, ranging from early action to closure. Also performed soil cut estimates for construction projects with regard to proper classification and handling of soils, including bidding and coordination with local landfills. Also performed Phase I and Phase II environmental site assessments.

- > Project Engineer – Environmental Consulting Firm, Oak Brook, Illinois

Primary responsibilities included visual surveys of large shopping center parking lots, MicroPAVER analysis, and incorporating data into a report including 5 to 10 year budgeting and exhibits. Position also required travel, cost estimating, bidding, field supervision, and coordination with local contractors.

- > Project Engineer – Geotech/Environmental Consulting Firm, Carol Stream, Illinois

Primary responsibilities included planning, supervision, analysis and report preparation for geotechnical investigations. Performed a wide variety of geotechnical analyses, including bearing capacity, settlement calculations, slope stability and full-scale pile load testing. Typical projects included roadway improvements, residential and light commercial structures, as well as dams and retention systems.

Licenses and
Certifications

- > Licensed Professional Engineer (Illinois No. 062-056360) - February 2003.
- > OSHA Hazardous Waste Site Operations Training, required by 29 CFR 1910.120, 1992. 8-Hour OSHA Refresher Course, 2013

Eric A. Westergaard, PE

Current Position

Director of PCA Services,
North Region

Profession

Civil Engineer

Years' Experience

23

Joined Cardno

March 2003

Education

University of Illinois,
Champaign - Urbana, IL
B.S., Civil Engineering

Professional Registrations

Licensed Professional
Engineer: Arizona (#28866,
1995); Illinois (#062-050566,
1996); Wisconsin (#31797-
006, 1996); Ohio (#E-65894,
2001) and Minnesota (#42641,
2003)

Summary of Experience

Mr. Westergaard performs due diligence Phase I Environmental Site Assessments and Property Condition Assessments for real estate transactions, in addition to asbestos consulting. For more than 22 years, he has provided environmental engineering, consulting and field services to government agencies and private industry in 36 states, the Caribbean, Canada and the United Kingdom. His projects have included building surveys to determine the presence, location and quantity of asbestos-containing materials (ACM); air monitoring and observation of contractor work practices during lead and asbestos abatement; lead-based paint surveys utilizing x-ray fluorescence (XRF); development of specifications and contract documents for ACM removal/demolition projects and microbial investigations. Mr. Westergaard has served as an internal mentor and trainer to help Cardno ATC's professionals develop and deliver financial plans; project financial accounting, design and scheduling.

Significant Projects

- > Property Condition Assessments / Project Manager / Various Clients / Various Locations U.S. Performed and reviewed over 500 property condition assessments (PCAs) to help clients secure loans for property transactions. PCAs were conducted at low/mid/high-rise office buildings, retail, hotel, senior living, apartments and light industrial/ warehouse facilities throughout the country. The diversity of site locations has provided a wide range of experience with various construction methods and local regulatory environments. Assessments typically include investigation of pavements, site/civil, building structure, mechanical/electrical/ plumbing equipment, vertical transportation, fire protection and architectural finishes. Limited building code and zoning compliance reviews are typically included in PCAs, as well as a cursory Americans with Disabilities Act checklist. Identification of constraints on future development, suggested repair actions and cost estimates and capital reserves for repairs are also part of the PCAs.
- > Building System Replacement Plan Consulting / Project Manager / Department of Administration / WI. Provided the client with a building component life expectancy inventory. The information provided allowed the client to create a more accurate capital replacement budget. The study elements included a narrative report, an inventory report, a 40-year capital replacement plan and data development using Microsoft Excel. This included all Waukesha County owned facilities, over 2 million square feet of building space, in 150 buildings, at 27 sites
- > Property Condition Assessments / Project Manager / Capital Investment Company / Nationwide. Centrally managed a portfolio of limited property condition surveys of 80 apartment complexes in eight states completed in just nine days.

The project was part of a potential real estate transaction. The assessment included civil/site development, pavements, foundations and structures, exterior walls and windows, roofing, interior finishes, elevators, mechanical, electrical and plumbing, fire protection, life/safety/code compliance and a limited Americans with Disabilities Act review. The report consisted of a four-page checklist for each site, which included a 5-year capital replacement reserve analysis. A spreadsheet was also provided which tabulated the capital reserve analysis for each site as well as a summary (good, fair, poor) of each building system at each site. As project principal and manager utilized the resources of 16 offices to complete the field work and issue draft reports.

- > Property Condition Surveys / Client Account Manager & Project Manager / Environmental Site Assessments / MHT Housing / MI. Acted as single point of contact, and sole service provider, to provide dozens of property condition surveys and environmental assessment services as part of due diligence during acquisition of all sites for this client.
- > Loan Monitoring Services / Project Manager / Various Lenders / Various Locations U.S. Identified issues on more than 20 projects before they could negatively impact overall project success. This generally included performance of periodic site visits to determine the percentage of work completed, general condition of work performed, conformance with plans and specifications and adherence to project schedule and budget. Reviewed escrow draw documents submitted by borrower for accuracy and completeness. Determined whether budgeted project escrow funds remained were sufficient to complete the work. Evaluated potential scheduling delays. Evaluated inflationary impacts on escrow budget. Reviewed and calculated applicable retainage and stored values to verify compliance with requirements of loan documents. Provided written reports of observations.
- > Asbestos Abatement Consultant Services / Field Engineer & Project Manager / Various Schools / Various Locations U.S. including Chicago Public Schools Assured asbestos abatements were in compliance with school, municipal, state and federal requirements. Performed air monitoring and observation of contractor work practices during abatement. Responsibilities included maintenance of a field log documenting contractor work practices, progress of work and compliance with specifications. Collected area air samples for on-site analysis by Phase Contrast Microscopy in accordance with the NIOSH 7400 Method. Also collected bulk samples to be submitted to the laboratory for analysis by Polarized Light Microscopy. Provided photographic documentation record of project site conditions, construction means and methods and various construction phases and activities. Compiled progress meeting minutes. Duties included re-spray fireproofing thickness testing and collection of samples for density determination following asbestos abatement and re-spray activities.
- > Asbestos Survey Services / Project Manager / Various Clients / Various Locations U.S. including Chicago Public Schools Performed surveys of commercial/industrial buildings and schools in accordance with Asbestos Hazards Emergency Response Action (AHERA) protocol to determine the presence, location and quantity of Asbestos Containing Material (ACM). Typically done to meet requirements during renovation or demolition. These reports typically include the following for identified ACM: descriptions of hazard assessments, recommended preventative measures and/or response actions, plan for re-inspection of ACM, program for informing workers and building occupants and evaluation of resources needed to implement recommendations made.

- > Asbestos Abatement Construction Management / Project Manager / Schools & Commercial Property / Various Locations. Provided consulting regulatory compliance services to building owners during abatement projects. Services included design development submittals, plan and specification preparation, addendum preparation, preparation of bidding documents, bid review/evaluation, contract administration and contractor submittal review. Clients have included school districts and commercial property owners and managers.
- > Asbestos Program Consultant Services / Program Manager / Commercial Property / Milwaukee, WI. Documented every detail of the asbestos abatement for an occupied 22-story office building. Documentation was to be used for cost recovery through litigation. Responsibilities relating to abatement projects included coordination of the services of the non-abatement contractors (electrical, heating, ventilation, air conditioning, general construction, re-spray and sprinkler), the abatement contractor and building personnel (security, maintenance and engineering). In addition, the following duties not specifically relating to abatement projects were performed: equipment and material upkeep for in-house O&M activities, bulk sampling and air monitoring, maintaining O&M files for building management and personal air monitoring of non-abatement contractors.
- > Asbestos Awareness Training / Project Manager / Various Market Sectors / Various. Location Designed asbestos awareness programs to protect public health, safety and welfare as well as conform to applicable regulatory requirements. Provided numerous training sessions to building owners whose structures contained Asbestos Containing Material (ACM). This awareness training included discussion of the history of asbestos use, health effects of exposure to asbestos, regulatory background, types of ACM present in the facility, locations of ACM, how to avoid disturbing ACM, how to recognize and report damage and how custodial and maintenance personnel should deal with materials to prevent fiber releases.
- > Asbestos AHERA Inspections / Field Inspector / Elementary School Districts / AZ. Prepared asbestos abatement specifications and contractor work oversight to protect public health, safety and welfare as well as conform to applicable regulatory requirements. Conducted the AHERA asbestos three-year Re-inspections and Management Plan for the school district. These projects included the preparation of asbestos abatement specifications and contractor work oversight.
- > Environmental Site Assessment / Project Manager & Field Engineer / Various Clients / Various Locations U.S. Performed due diligence inspections to alleviate lenders financial risk associated with environmental property issues. Reviewed over 200 Phase I environmental assessments at commercial office, retail, residential, vacant and light industrial facilities throughout the country, including multi-site portfolios. Many of the projects included review and evaluation of existing reports or review of government agency files to assess the environmental quality of the sites. The diversity of site locations has provided a wide range of experience with various local and state regulatory environments. Phase I ESAs have been performed in Arizona, California, Colorado, Indiana, Nevada, New Mexico, Ohio, Texas, Utah, and Wisconsin. Phase I ESAs include evaluations of soil and ground water conditions, prior and present land use (site and vicinity), review of public records on file at regulatory agencies and identification of potential contamination. Typically these assessments may also include limited asbestos surveys, screening for radon gas, limited lead-based paint surveys and collection of tap water samples for analysis. Also served as project manager for limited Phase II Environmental Site

Assessments that were necessitated by the findings during the Phase I ESA.

- > Lead-Based Paint Consulting / Project Manager & Field Engineer / Commercial & Multifamily Properties / Various Locations. Performed surveys for the presence of lead-based paint for various clients prior to renovation or demolition to prevent harmful exposure to workers. Properties included commercial and multifamily property owners, HUD and Department of Defense agencies. These surveys included non-destructive analysis of coatings using an x-ray fluorescence spectrum analyzer (XRF) and collection of paint chip samples for analysis by Atomic Absorption Spectrometry (AAS) in a laboratory. Based upon the XRF and AAS findings and visual survey, a risk assessment was performed, recommendations for managing lead-based paint were offered and an opinion of cost for mitigation of lead-based paint problems was given. Managed lead related projects involving both testing and abatement of lead-based paint.
- > Lead-Based Paint and Asbestos Assessment / Project Manager & Field Engineer / Commercial Office / Glendale, Arizona. Prepared comprehensive technical specifications for abatement of asbestos and lead-based paint. Work was performed simultaneously at two separate sites in one year. The abatement was divided into twelve phases to coordinate with the temporary tenant relocation and post-abatement renovation work. During the abatement, performed on-site contractor work observation, area air monitoring and clearance tests. Also administered the abatement contracts, reviewed submittals, prepared weekly progress reports and evaluated contractors' change order requests and payment applications.
- > Microbial Assessment, Design and Remediation Services / Confidential Senior Living Facility / IL. Provided consulting services for assessment and related remediation of a senior living facility building renovation.
- > Microbial Assessment, Design and Remediation Services / National Retail Chain / Confidential Client / Chicago. Provided comprehensive project management services for the assessment of microbial contamination from the historic leaks in the building systems. Initiated and coordinated a program to assess damages, establish a sampling strategy for identification of mold/fungus contamination, recommend and establish clean-up objectives, design scope of remediation work, and oversee the remediation work. All the work was done under controlled conditions while the facility maintained full operations.
- > Microbial Assessment, Design and Remediation Services / National Grocery Chain / Confidential Client / Chicago. Provided comprehensive project management services for the assessment of microbial contamination from the historic leaks in the building systems. Initiated and coordinated a program to assess damages, establish a sampling strategy for identification of mold/fungus contamination, recommend and establish clean-up objectives, design scope of remediation work, and oversee the remediation work. All the work was done under controlled conditions while the grocery store maintained full operations.
- > Microbial Assessment, Design and Remediation Services / Commercial Office / Confidential Client / Chicago. Provided comprehensive project management services for the assessment of microbial contamination from the historic leaks in the building systems. Initiated and coordinated a program to assess damages, establish a sampling strategy for identification of mold/fungus contamination, recommend and establish clean-up objectives, design scope of remediation work, and oversee the remediation work. All the work was done under controlled conditions while the office maintained full operations.

Professional History

June 1989-May 2002

Law Engineering, Inc.

Branch Manager and Principal Engineer

- > Mr. Westergaard performed due diligence Phase I Environmental Site Assessments and Property Condition Assessments for real estate transactions, in addition to asbestos consulting. His projects have included building surveys to determine the presence, location and quantity of asbestos-containing materials (ACM); air monitoring and observation of contractor work practices during lead and asbestos abatement; lead-based paint surveys utilizing x-ray fluorescence (XRF); development of specifications and contract documents for ACM removal/demolition projects and microbial investigations. As a Principal Engineer Mr. Westergaard has served as an internal mentor and trainer to help Law's professionals and perform QA/QC review for projects. As a Branch Manager Mr. Westergaard was responsible for development and delivery of financial plans; and project financial accounting, design and scheduling.

May 2002-January 2003

GLE Associates Inc.

Branch Manager

As a Branch Manager Mr. Westergaard was responsible for development and delivery of financial plans; and project financial accounting, design and scheduling

Training

- > Asbestos Air Sampling Professional (IL, #100-02318)
- > Asbestos Building Inspector (IL, #100-02318, WI, #All-1416)
- > Asbestos Management Planner (IL, #100-02318)
- > Asbestos Project Designer (IL, #100-02318)
- > Asbestos Project Manager (IL, #100-02318)
- > Asbestos Supervisor (WI, #All-1416)
- > OSHA 10-Hour Construction Safety and Health Outreach Program, 2002
- > Quality Assurance Training, LAW Engineering, 1997
- > XRF Advanced Operator, Certificate No. 1473, Scitec Corp., 1994
- > Radiation Training Program, Scitec Corp., 1992
- > Liability and Loss Prevention, LAW Engineering, 1992
- > Work and Test Procedures for Environmental Site Assessments, LAW Engineering, 1990
- > NIOSH 582 Airborne Fiber Analysis, McCrone Research Institute, 1989
- > HUD MAP A/E/C Training, 2004

- > Cardno ATC 16-Hour Microbial Investigations, Assessments and Remediation in the Indoor Environment, 2004

EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT A
LEGAL ACTION**

Firm Name: ATC Group Services LLC

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

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____.	<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"/>



ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

ATC is a national environmental consulting company with over 65 offices. Numerous legal proceedings do arise in the normal course of our business and we do have claims from time to time. However, there is no historical, pending, or threatened litigation, action or proceeding against, decree, injunction or judgment affecting ATC which could materially and adversely impact the ability of ATC to fulfill its obligations under this agreement.

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 Donald Beck, as Vice President
Name Title

and on behalf of ATC Group Services LLC
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: ATC Group Services LLC
2. Address: 1815 S. Meyers Road, Suite 670, Oakbrook Terrace, IL 60181
3. Telephone: 630.916.7272 Fax: 630.613.1227
4. FEIN: 46-0399408 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 type="checkbox"/> Corporation | <input checked="" 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: Delaware

2. Authorized to conduct business in the State of Illinois: Yes No

3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
See Attached	

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

Name	Address	Ownership Interest Percentage
ATC Group Holdings LLC	221 Rue de Jean; Lafayette, LA 70508	100%

5. LLC's ONLY, indicate management type and name:

- Member-managed
 Manager-managed

Name: ATC Group Holdings LLC

6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

- Yes (See attached ownership information for ATC Group Holdings LLC)
 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

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)

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

Name	Address

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of 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.

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental 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):

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

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

INCORPORATION INTO CONTRACT AND COMPLIANCE

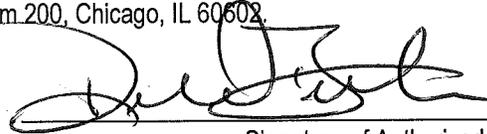
The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which 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

Donald Beck

Name of Authorized Officer (Print or Type)

Vice President

Title

651.635.9050

Telephone Number

State of Minnesota

County of Hennepin

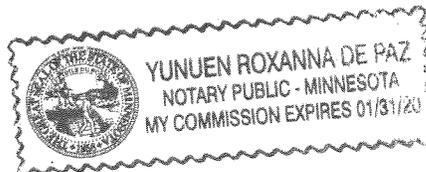
Signed and sworn to before me on this 4th day of FEB, 2016 by

Donald Beck (Name) as Vice President (Title) of

ATC Group Services LLC (Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal



ATC Group Services LLC

Formation: Delaware
 Entity Type: Limited Liability Company
 Delaware File #: 2146186
 Federal ID #: 46-0399408
 Date of Incorporation: 12/14/1987 as ATC Group Services Inc.
 Date of Conversion: 11/13/2015
 IRS Mailing Address: 400 Convention Street, 10th Floor
 Baton Rouge, LA 70802
 Principal Place of Business: 221 Rue De Jean, Suite 200
 Lafayette, LA 70508

MEMBER

ATC Group Holdings LLC

BOARD OF MANAGERS

	First Elected Date
George Bevan	11/12/2015
Jeff Jenkins	11/12/2015
Mark Spender	11/12/2015
Robert Toups	11/12/2015

OFFICERS

	Title	First Elected Date
Jeff Jenkins	President	11/12/2015
Mark Spender	Vice President	11/12/2015
Paul Grillo	Vice President	11/12/2015
Alan C. Agadoni	Vice President	11/12/2015
Donald W. Beck	Vice President	11/12/2015
David M. Paholak	Vice President	11/12/2015
Jeff Koonce	Secretary	11/12/2015
Timothy Poche	Treasurer	11/12/2015

INCORPORATION/QUALIFICATIONS

Jurisdiction	Inc/Qual	Date	Name
Delaware	Incorporation	12/14/1987	ATC Group Services Inc.
Delaware	Conversion	11/13/2015	ATC Group Services LLC

Agent: The Corporation Trust Company
 Corporation Trust Center
 1209 Orange Street
 Wilmington, DE 19801
 County of New Castle

EXHIBIT B
DISCLOSURE AFFADAVIT

ATC GROUP HOLDINGS LLC

(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 Donald Beck, as Vice President
Name Title

and on behalf of ATC Group Holdings LLC
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: ATC Group Holdings LLC
2. Address: 221 Rue De Jean; Lafayette, LA 70508
3. Telephone: 337-234-8777 Fax: 337-235-6777
4. FEIN: 20-3331410 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 type="checkbox"/> Corporation | <input checked="" 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: Delaware
2. Authorized to conduct business in the State of Illinois: Yes No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title
See Attached	

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

Name	Address	Ownership Interest Percentage
ATC Group Partners LLC	221 Rue de Jean; Lafayette, LA 70508	100%

5. LLC's ONLY, indicate management type and name:
 Member-managed
 Manager-managed
 Name: ATC Group Partners LLC
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

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)

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

Name	Address

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**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-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.

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

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

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

CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental 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):

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

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

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.

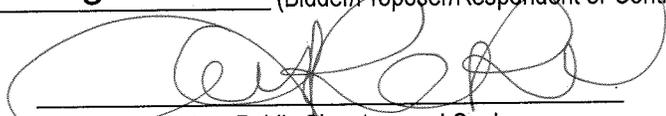

Signature of Authorized Officer

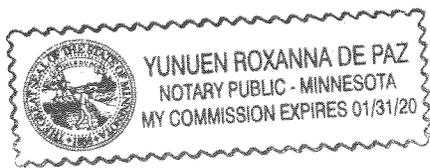
Donald Beck
Name of Authorized Officer (Print or Type)
Vice President
Title
651.635.9050
Telephone Number

State of Minnesota
County of Hennepin

Signed and sworn to before me on this 21st day of Feb, 2016 by

Donald Beck (Name) as Vice President (Title) of
ATC Group Holdings LLC (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



ATC Group Holdings LLC

Formation: Delaware
Entity Type: Limited Liability Company
Delaware File #: 4009038
Federal ID #: 20-3331410
Date of Incorporation: 8/2/2005 as ATC Group Holdings, Inc.
Date of Conversion: 11/13/2015
IRS Mailing Address: 400 Convention Street, 10th Floor
Baton Rouge, LA 70802
Principal Place of Business: 221 Rue De Jean, Suite 200
Lafayette, LA 70508

MEMBER

ATC Group Partners LLC

MANAGER

Arrow Environmental Holdings GP LLC

First Elected Date

11/13/2015

INCORPORATION/QUALIFICATIONS

Jurisdiction	Inc/Qual	Date	Name
Delaware	Incorporation	8/2/2005	ATC Group Holdings, Inc.
Delaware	Conversion	11/13/2015	ATC Group Holdings LLC

Agent: The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
County of New Castle

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):

PS2061C

Description of goods or services to be provided under Contract:

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES

Name of Consultant: ATC Group Services LLC

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

**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

2-4-16

Date

Donald Beck

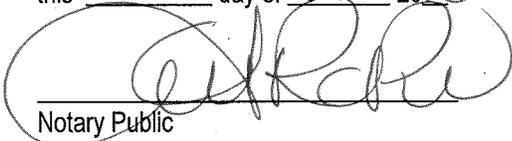
Name (Type or Print)

Vice President

Title

Subscribed and sworn to before me

this 4th day of Feb 2016



Notary Public

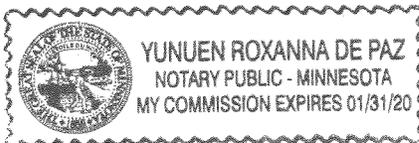


EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

ATC GROUP HOLDINGS LLC

(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):

PS2061C

Description of goods or services to be provided under Contract:

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES

Name of Consultant: ATC Group Holdings LLC

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

(ATTACHED HERETO AND INCORPORATED HEREIN)

EXHIBIT D
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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.

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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.

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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.

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

7. Request for Waiver

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

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

8. Failure To Achieve Goals

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

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

9. Reporting and Record-Keeping Requirements

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

10. Disqualification of MBE or WBE

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

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

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

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

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

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

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

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

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

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

13. Non-Compliance

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

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

14. Severability

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

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SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of Joint Venture _____

2. Address of Joint Venture _____

3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

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

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

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

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

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

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

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SCHEDULE B - Joint Venture Affidavit (2 of 3)

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- A. Financial decisions: _____
 - B. Management decisions such as:
 - 1. Estimating: _____
 - 2. Marketing/Sales: _____
 - C. Hiring and firing of management personnel: _____
 - D. Purchasing of major items or supplies: _____
 - E. Supervision of field operations: _____
 - F. Supervision of office personnel: _____
 - G. Describe the financial controls of the Joint Venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each Joint Venturer to commit or obligate the other. Describe the estimated contract cash flow for each Joint Venturer.
 - H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.
10. Please state any material facts of additional information pertinent to the control and structure of this Joint Venture.

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SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this ____ day of _____, 20__

On this ____ day of _____, 20__

before me appeared (Name)

before me appeared (Name)

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

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

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

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

Notary Public

Notary Public

Commission expires:

Commission expires:

(SEAL)

(SEAL)

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____

(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago

(Name of Bidder)

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

_____ a Sole Proprietor

_____ a Corporation

_____ a Partnership

_____ a Joint Venture

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

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

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

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

PARTIAL PAY ITEMS

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

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 ____

February 9, 2016

Ms. Raven DeVaughn
Director of Procurement
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington St., Room 200
Chicago, IL 60602

RE: **Professional Services Agreement
Environmental Reno/Demo Services – PS2061C**

Dear Ms. DeVaughn:

ATC Group Services LLC (ATC) is pleased to have been approved for inclusion in the pre-qualified Specialty Consultant Pool for Environmental Renovation/Demolition Services for the Public Building Commission (PBC).

In accordance with PBC's email request of 2/1/16, we are herewith returning to you two one-sided, notarized original copies of the Professional Services Agreement.

We are also including the requested Certificate of Insurance compliant with the insurance requirements outlined in Contract PS2061C.

Please note that on November 13, 2015, our parent company, ATC Group Holdings, separated from Cardno, Inc. and joined with Bernhard Capital Partners Management, LP (BCPM). ATC's classification converted from a Corporation to a Limited Liability Company, and we are now known as "ATC Group Services LLC". The tax identification number for ATC Group Services LLC (EIN 46-0399408) remains the same. Cardno ATC and ATC Associates remain registered assumed names (d/b/a).

We sincerely appreciate the opportunity to be of service to the PBC, and we look forward to working with you. If you have any questions or require further information, please feel free to contact me.

Sincerely,
ATC Group Services LLC



Ash Memon
Principal/Branch Manager