



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
(PS2061G)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

TERRACON CONSULTANTS, INC.

FOR

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS2061G)

Public Building Commission of Chicago

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

| | |
|---------------------------|--|
| | |
| FIRM NAME: | Terracon Consultants, Inc. |
| CONTACT NAME: | Brendan J. Quealy |
| CONTACT TELEPHONE: | 630.445.0168 |
| CONTACT EMAIL: | Brendan.Quealy@terracon.com |
| ADDRESS: | 650 W. Lake Street, Suite 420 Chicago, IL 60661 |

Mayor Rahm Emanuel
Chairman

Felicia S. Davis
Executive Director

TABLE OF CONTENTS

Execution Page.....3

Schedule A – Terms and Conditions.....5

Schedule B – Scope of Services.....12

Schedule C – Compensation of the Consultant17

Schedule D – Insurance Requirements20

Schedule E – Key Personnel23

Exhibit A – Legal Actions59

Exhibit B – Disclosure Affidavit61

Exhibit C – Disclosure of Retained Parties.....70

Exhibit D – Special Conditions for the Utilization of MBE/WBE Firms.....73

EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES – PS2061G

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

Terracon Consultants, Inc. with offices at _____
650 W. Lake St., Suite 420 Chicago IL 60661 (the "**Consultant**").
Address City State Zip

Recitals:

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

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

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

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

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

EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES- PS2061G

PUBLIC BUILDING COMMISSION OF CHICAGO

Kal Emanuel
Mayor Rahm Emmanuel
Chairman

Date: March 8, 2016

ATTEST:

[Signature]
Lori Ann Lypson
Secretary

Date: 9/28/14

CONSULTANT: Terracon Consultants, Inc.

Linda Yang
President or Approved Signatory
Linda Yang
Printed Name

Date: March 8, 2016

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: DuPage

State of: Illinois

Subscribed and sworn to before me by Linda Yang and _____
on behalf of Consultant this 8th day of March, 2016.

Susan M Tieman
Notary Public
My Commission expires: 02/19/18
(SEAL OF NOTARY)



Approved as to form and legality:
Anne L. Fredel
Neal & Leroy, LLC

Date: 9-20-16

**SCHEDULE A
TERMS AND CONDITIONS**

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

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

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

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

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

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

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

7. **Term.**

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

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

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

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

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

17. **Miscellaneous.**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

LOADED HOURLY RATES
ENVIRONMENTAL CONSULTING SERVICES RENOVATION AND DEMOLITION - PS2061

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 | \$ 145.00 |
| B Project Manager | Per hour | \$ 118.00 |
| C Field Services Supervisor | Per hour | \$ 105.00 |
| D Clerical | Per hour | \$ 60.00 |
| E Licensed Professional Engineer, PE | Per hour | \$ 145.00 |
| F Environmental Scientist (40hr HAZWOPPER) | Per hour | \$ 87.00 |
| G Environmental Technician | Per hour | \$ 80.00 |
| H CADD Operator | Per hour | \$ 80.00 |
| I Certified Industrial Hygienist | Per hour | \$ 135.00 |
| J Licensed Asbestos Management Planner | Per hour | \$ 120.00 |
| K Licensed Asbestos Project Manager | Per hour | \$ 80.00 |
| L Licensed Asbestos Air Sampling Professional | Per hour | \$ 80.00 |
| M Licensed Lead Inspector | Per hour | \$ 80.00 |
| N Licensed Risk Assessor | Per hour | \$ 95.00 |
| O Certified Hazardous Materials Manager | Per hour | \$ 95.00 |
| P Clerical/Administrative | Per hour | \$ 60.00 |
| Q General Environmental Project Manager (GEPM) | Per hour | \$ 110.00 |
| Environmental Design Services | | |
| A Environmental Engineer P.E. | Per hour | \$ 145.00 |
| B CAD Specialist | Per hour | \$ 80.00 |
| C Drafting Technician | Per hour | \$ 75.00 |
| D Clerical/Administrative Staff | Per hour | \$ 60.00 |
| E Project Manager | Per hour | \$ 118.00 |
| F Sr. Project Designer | Per hour | \$ 145.00 |
| G Licensed Asbestos Designer | Per hour | \$ 120.00 |
| H Lead Design | Per hour | \$ 120.00 |
| I Hazardous Materials Design | Per hour | \$ 120.00 |

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 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 City of Chicago and the User Agency and Owners do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

Consultant must submit the following:

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

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



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

3/8/2016

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

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

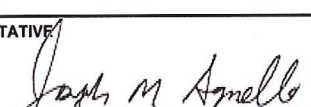
| | | | |
|---|--|--|-----------------------|
| PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED 1013716 TERRACON CONSULTANTS, INC. 135 AMBASSADOR DRIVE NAPERVILLE IL 60540 | INSURER A : Liberty Mutual Fire Insurance Company | | 23035 |
| | INSURER B : | | |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| INSURER F : | | | |

COVERAGES TERCO01 **CERTIFICATE NUMBER:** 13946427 **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|--------------------|-------------------------|-------------------------|-------------------------------------|-------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | NOT APPLICABLE | | | EACH OCCURRENCE | \$ XXXXXXXX |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) | \$ XXXXXXXX |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE | \$ XXXXXXXX |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | NOT APPLICABLE | | | PER STATUTE OTH-ER | |
| A | PROPERTY INCLUDING VALUABLE PAPERS | N | Y | YU2-L4L-425411-126 | 1/1/2016 | 1/1/2017 | \$10,000,000 LIMIT | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PROJECT #MSA; PROJECT NAME ENVIRONMENTAL CONSULTANT SERVICES-RENOVATION AND DEMOLITION. CLIENT PROJECT #CONTRACT PS2061G. WAIVER OF SUBROGATION APPLIES TO VALUABLE PAPERS AND OFFICE/COMPUTER EQUIPMENT LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

| | |
|---|---|
| CERTIFICATE HOLDER 13946427 PUBLIC BUILDING COMMISSION OF CHICAGO PROCUREMENT DEPARTMENT RICHARD J. DALEY CENTER ROOM 200 50 WEST WASHINGTON STREET CHICAGO IL 60602 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

© 1988-2014 ACORD CORPORATION. All rights reserved.

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

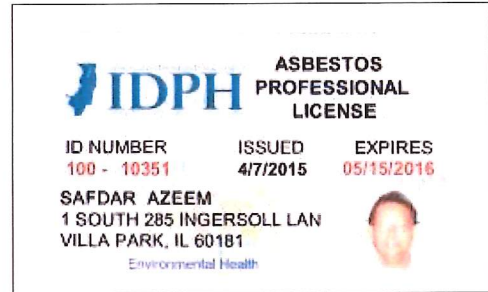
2. Key Personnel

To facilitate the delivery and execution of task orders under this contract, Terracon will assign Mr. Brendan Quealy E.I., Ms. Heather Eckard and Ms. Cindy Baldwin, CIH, as key personnel on the project team to coordinate and direct the services. Each of these key personnel has significant experience providing environmental services under similar task order contracts. The following matrix includes the key personnel (KP) as well as other staff proposed to work on PBC projects. Licenses and resumes of all of Terracon's available environmental staff are included on the pages following. Terracon's environmental expertise is represented by the experience and credentials of the following full time Terracon employees.

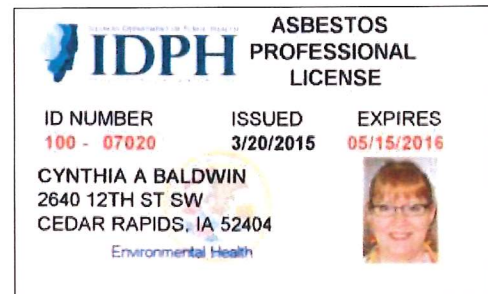
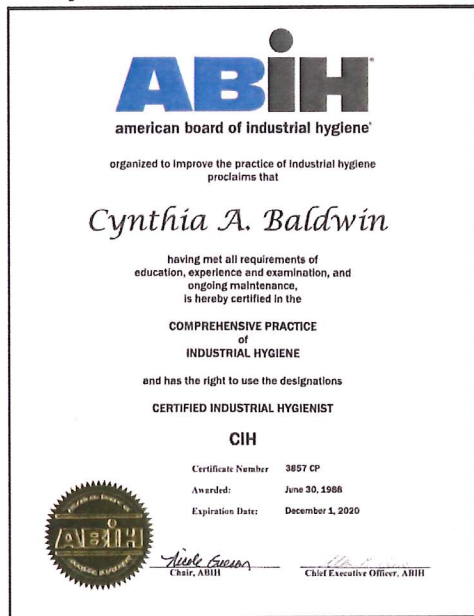
| Name | Total Yrs. Exp. | Yrs. w/Terracon | Position | Degree/ Yr. | Professional Registration/ Licenses | Asbestos Inspections | Lead Inspections | Hazardous Waste Inspections | Asbestos Abatement Design Drawings | Lead Abatement Design Drawings | Asbestos Abatement | Lead Abatement Specifications | Hazardous Waste Removal Oversight | Asbestos Abatement | Asbestos Abatement Oversight | QA/QC Technical Review |
|---------------------------|-----------------|-----------------|--------------------------|---|--|-------------------------|------------------|--------------------------------|--|--------------------------------------|-----------------------|----------------------------------|--------------------------------------|-----------------------|------------------------------------|---------------------------|
| Safdar Azeem | 20 | 3 | Env. Tech. | B.S. Chemistry - 1987 M.S. Env. Science – 1994 | Certified Hazardous Materials Manager. IL- Licensed Asbestos Inspector/Project Manager/ Air Sampling Professional | X | | X | | | X | | X | | | |
| Cindy Baldwin (KP) | 30 | 13 | Sr. Indust. Hygienist | B.S. Biology – 1973 M.S. Env. Health - 1981 | Certified Industrial Hygienist, IL-Licensed Asbestos Inspector/Mgmt. Planner/Project Designer | X | X | X | X | X | X | X | | | | X |
| James Baxter | 10 | 5 | Sr. Env. Scientist | B.S. Env. Science - 2005 | IL-Licensed Asbestos Inspector | X | | X | | | | | X | | | |
| Heather Eckard (KP) | 13 | 1 | Industrial Hygienist | B.S. Env. Health -2002 | IL-Licensed Asbestos Inspector/Project Manager/ Air Sampling Professional/Lead Risk Assessor/Certified XRF Operator | X | X | X | | X | | X | X | X | X | |

| | | | | | | | | | | | | | | | | | | | |
|---------------------|----|---|--------------------------|--|--|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Terri Lewis | 18 | 1 | Industrial Hygiene Tech. | Minooka High School- 1981 | IL-Licensed Asbestos Inspector/Project Manager/ Air Sampling Professional/Lead Risk Assessor/Certified XRF Operator | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| David Parry | 19 | 4 | Env. Staff Scientist | Higher National Diploma Env Science/ Biology - 1996 | IL-Licensed Asbestos Inspector/Project Manager/ Air Sampling Professional/Lead Risk Assessor/Certified XRF Operator | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Brendan Quealy (KP) | 24 | 5 | Dept. Manager | B.S. General Engineering.- 1989 MBA - 2003 | Professional Engineer Intern IL-Licensed Asbestos Inspector/Mgmt. Planner/Project Manager/ Air Sampling Professional/ Lead Risk Assessor/Certified XRF Operator | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Rick Whitney | 30 | 1 | Project Manager | B.S. Geology - 1982 | Registered Geologist. IL- Licensed Asbestos Inspector/Lead Risk Assessor | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Linda Yang | 21 | 4 | Principal/Office Manager | B.S Geology - 1990 M.S. Geology - 1994 MBA -2005 | Professional Geologist | | | | | | | | | | | | | | X |
| Derek Dziadlik | 9 | 9 | Senior CAD Operator | Computer Drafting & Design -2007 | N/A | | | | | | | | | | | | | | |

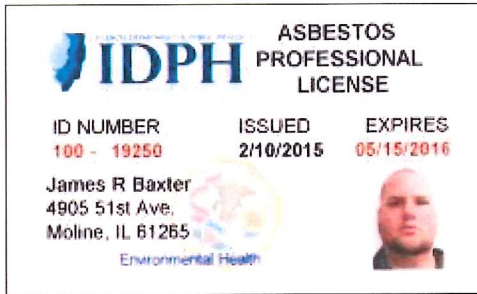
Safdar Azeem. CHMM



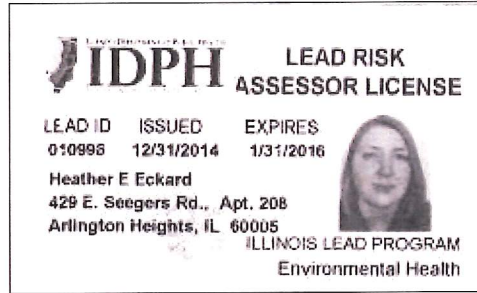
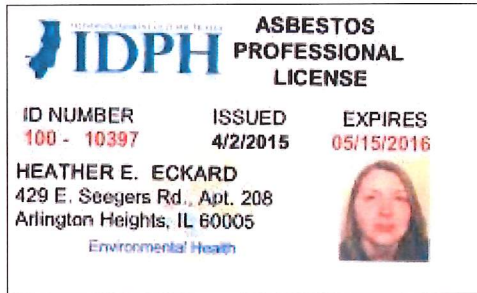
Cindy Baldwin, CIH



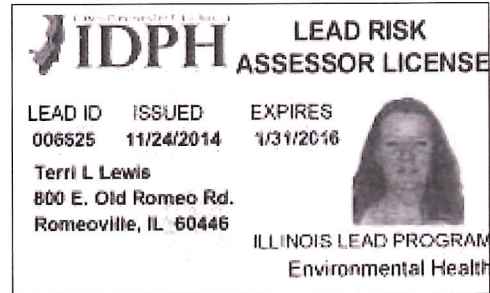
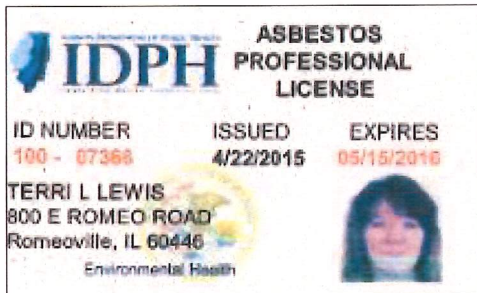
James Baxter



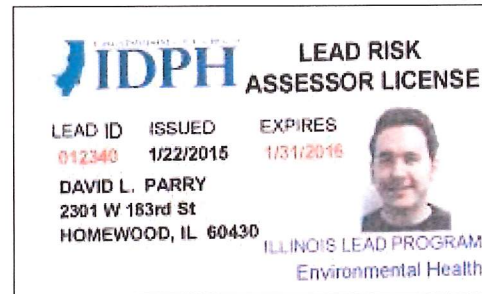
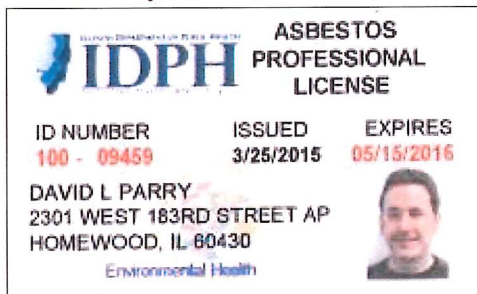
Heather Eckard



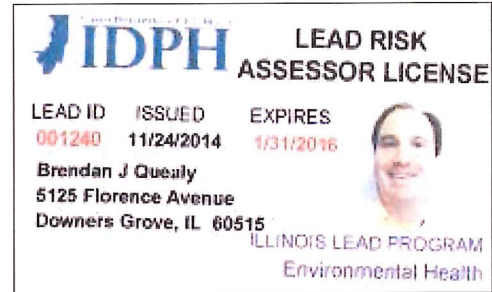
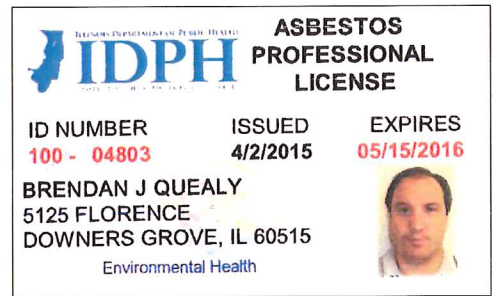
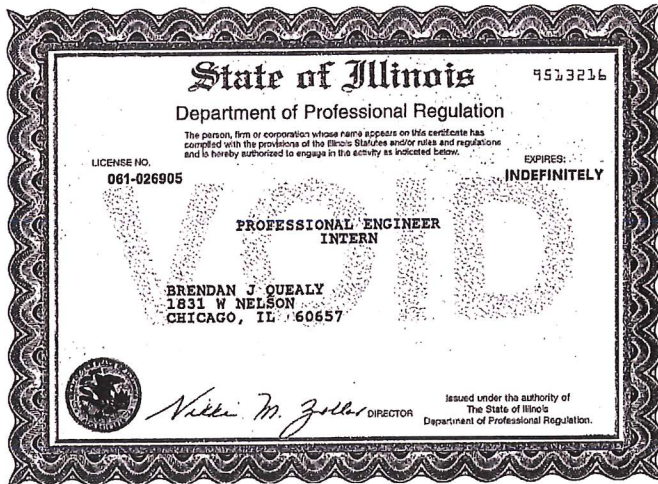
Terri Lewis



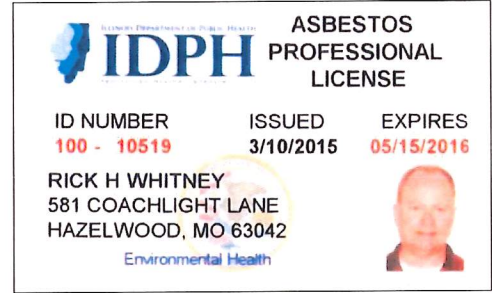
David Parry



Brendan Quealy, E.I.



Rick Whitney



Linda Yang, P.G.



SAFDAR AZEEM

ENVIRONMENTAL TECHNICIAN

PROFESSIONAL EXPERIENCE

Mr. Safdar Azeem is an Environmental Technician in Terracon's Naperville, Illinois office. He has over 18 years of experience in the environmental consulting industry. Mr. Azeem's experience includes environmental due diligence projects including Phase I environmental site assessments, Phase II subsurface investigations, project management, Illinois Site Remediation Program (SRP) EPA LUST and TACO programs, asbestos, industrial hygiene, air monitoring, indoor building damage, soil and groundwater remedial investigations, environmental sampling and regulatory permitting.

PROJECT EXPERIENCE

Environmental Consulting Services – Hale Elementary Linked Annex, Chicago, IL

Staff scientist for environmental consulting services for this Public Building Commission of Chicago renovation project at a CPS elementary school. Services have included a limited hazardous materials survey performed within client-designated areas due to planned renovation.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: \$60K

Environmental Consulting Services – Chicago Vocation Career Academy, Chicago, IL

Assisted on the environmental assessments of areas scheduled to undergo renovation activities, including inspection for asbestos, lead-based paint (LBP), and other universal waste that may require removal or proper handling for this Public Building Commission of Chicago renovation project at a CPS high school. Provided asbestos abatement oversight and air sampling during abatement activities.

Professional Services Completed: January 2015

Construction Completed: N/A

Construction Cost: N/A

Fee: \$285K

Environmental Consulting Services – UIUC State Farm Center (Assembly Hall), Champaign, IL

Provided asbestos oversight and air sampling during abatement activities in support of the renovation and addition of State Farm Center (formerly Assembly Hall) located on the campus of the University of Illinois at Urbana-Champaign (UIUC).

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: \$165 million

Fee: \$225K

Education

B.S. Chemistry, A.M. University, India, 1987

M.S. Environmental Science - School of Civil Engineering & Environmental Science

The University of Oklahoma, Norman, OK, 1994

Licenses

Asbestos Building Inspector – Illinois, Indiana,

Asbestos Air Sampling Professional - Illinois

Asbestos Project Manager

Illinois

Certifications

Certified Hazardous Materials Manager (CHMM).

Work History

*Terracon – Naperville, Illinois
January 2012 – present*

*Environmental Compliance Management, Glen Ellyn, Illinois
2009-2012*

*Hygienics Environmental Services, Chicago, Illinois
2006-2009*

Carlson Environmental Services, Chicago, Illinois 2003-2006

*Environmental Protection Industries, South Holland, Illinois.
2001-2003*

*Alpha Omega Environmental Company, Cleveland, Ohio.
1995-2000*

Soil Management Services - Public Building Commission of Chicago- Oriole Elementary School, Chicago, IL

Screening of excavated soil during construction project. Manifesting and screening of soil samples utilizing field screening techniques and directing soil loads to appropriate landfills.

Soil Management Services – G & A Residence at Kedzie, Chicago, IL

Oversight of Hydraulic lit removal. Soil sampling. Screening of excavated soil during construction project. Manifesting and screening of soil samples utilizing field screening techniques and directing soil loads to appropriate landfills.

GPR/Electromagnetic Surveys – City of Villa Park, Villa Park, IL

Provided oversight of ground penetrating radar and electromagnetic survey at a city of Villa Park property for potential location of USTs.

Jupiter Realty Company, LLC., Phase II ESA, 108 North Jefferson Street, Chicago, IL

Characterized impact to the site. Oversight of soil drilling, field screening and soil sampling and laboratory analysis.

Former Dixie Square Mall – Harvey, IL

Air sampling professional responsible for conducting air monitoring during the asbestos abatement and demolition of the former Dixie Square Mall located in Harvey, Illinois. The site contains approximately 39 acres, including a 421,800 square foot former shopping mall that has been abandoned since 1979 and is partially demolished.

Professional Services Completed: ongoing

Construction Completed: ongoing

Construction Cost: \$3M

Fee: \$716K

Ft. Wayne, IN Shopping Mall (Confidential)

Industrial hygienist for emergency response services following a water leak impacting approximately 500,000 square feet of mall space in 55 stores. Responsibilities included moisture mapping and asbestos bulk sampling of impacted materials.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: N/A

Chicago Department of Fleet and Facilities Management – Mold Remediation, Chicago, IL

Provided oversight and post-remediation assessment, including collection of spore trap air samples for mold remediation work at a City of Chicago building.

Professional Services Completed: 2013

Construction Completed: 2013

Construction Cost: N/A

Fee: \$2K

U.S. Coast Guard Groundwater Remediation Project, Traverse City, MI

Responsible for maintaining operational capability of installed remediation system. Remediation included air sparging, soil vapor extraction systems and the activated carbon adsorption system. Provided technical assistance, contractor supervision and oversight activity during remediation. Groundwater monitoring for evaluating remediation objectives and interfacing with regulatory agencies.

CERCLA- 4th Street Refinery Remediation Superfund Site, Oklahoma City, OK

Conducted remedial investigations of the heavy metal (lead) and organic chemical (PNAs) impacted soil. Involved in the site cleanup activities, including onsite treatment of the waste components and the ultimate the removal of the impacted soil offsite. Involved in the site restoration activities of the NPL site.

CINDY A. BALDWIN, CIH

SENIOR INDUSTRIAL HYGIENIST

PROFESSIONAL EXPERIENCE

Ms. Baldwin is an industrial hygienist in Terracon's Cedar Rapids, Iowa, office. She has more than 30 years of experience in the comprehensive practice of industrial hygiene, asbestos-related issues, occupational safety, and related services. She has held positions in both the regulated community and as the environmental consultant serving industry. She has provided clients with professional, practical solutions in her field nationwide and in Canada.

Her work experience also includes environmental areas of SARA Title III, hazardous and solid waste management, National Pollutant Discharge Elimination System (NPDES), air emissions, and Phase I Environmental Site Assessments. Other experience involved two years of experience with transportation of regulated hazardous materials.

She has experience in identifying environmental, health and safety issues in the public and plant environments and thereafter developing and implementing appropriate corrective actions. These include air and employee exposure monitoring for a wide variety of contaminants. Other industrial services involve noise monitoring, evaluation of ergonomics or evaluation of other worker environments. Her services include development and implementation of programs to meet regulatory requirements and for client loss prevention. She has developed and delivered environmental health and safety training programs to clients ranging from small businesses to large Fortune 500 firms. Her training audiences have included diverse client labor work forces, including organized labor, all levels of management, and environmental, health and safety professionals. She has trained and worked closely with public officials.

Technical experience includes management of projects, performance of environmental assessments, and identification of health and safety hazards through audits in public and private sector establishments. Her knowledge of OSHA, NFPA, DOT, and EPA regulations is excellent and she has had experience with OSHA and EPA/DNR inspections.

PROJECT EXPERIENCE

Environmental Consulting Services – Chicago Vocational Career Academy, Chicago, IL (Bid Package 1)

Provided asbestos project design and quality assurance services for this Public Building Commission of Chicago renovation project at a CPS high school, which is the largest CPS renovation project to date.

- **Professional Services Completed:** January 2015
- **Construction Completed:** N/A
- **Construction Cost:** N/A
- **Fee:** \$285K

Environmental Consulting Services – Chicago Vocational Career Academy, Chicago, IL (Bid Package 2)

Provided asbestos project design and quality assurance services for this Public Building Commission of Chicago demolition project of the Anthony Wing of this CPS high school.

Education

Master of Science, Environmental Health, Colorado State University, 1981

Bachelor of Science, Biology, Metropolitan State University of Denver, 1973

Certifications/Licenses

Certified Industrial Hygienist, Comprehensive Practice #3857

Licensed Industrial Hygienist, State of Illinois #232

Licensed Asbestos Inspector/Management Planner/Project Designer, Illinois ID #100-7020

Licensed Asbestos Inspector/Management Planner, Missouri license 7011062614MOIR12948/7011062614MOMR12948

Asbestos Abatement Project Designer, Iowa license 14-3325PD

Asbestos Inspector/Management Planner, Iowa license 14-3326IMP

40-Hour HAZWOPER

Affiliations

American Industrial Hygiene Association (AIHA) - Diplomate Member, Fellow

Work History

Terracon Consultants, Inc., Senior Industrial Hygienist, 2002-Present

Pointer Environmental, Inc., Senior Industrial Hygienist, 1997-2002

Beling Consultants, Project Manager, 1995-1997

Amana Refrigeration, Inc., Director, Occupational Health, 1984-1993; Manager, Environmental Health and Safety, 1993-1995

Iowa OSHA Consultation, Industrial Hygienist, 1981-1984

- **Professional Services Completed:** Ongoing
- **Construction Completed:** N/A
- **Construction Cost:** N/A
- **Fee:** \$124K

Environmental Consulting Services – Oriole Park Elementary School, Chicago, IL

Provided asbestos project design and quality assurance services for this Public Building Commission of Chicago renovation project at an elementary school.

- **Professional Services Completed:** Ongoing
- **Construction Completed:** N/A
- **Construction Cost:** N/A
- **Fee:** \$69K

Environmental Consulting Services – Durkin Park Linked Annex, Chicago, IL

Provided asbestos project design and quality assurance services for this Public Building Commission of Chicago renovation project at an elementary school.

- **Professional Services Completed:** 2013
- **Construction Completed:** N/A
- **Construction Cost:** N/A
- **Fee:** \$70K

Environmental Consulting Services – Hale Elementary Linked Annex, Chicago, IL

Provided asbestos project design and quality assurance services for this Public Building Commission of Chicago renovation project at a CPS elementary school.

- **Professional Services Completed:** Ongoing
- **Construction Completed:** N/A
- **Construction Cost:** N/A
- **Fee:** \$60K

Air Monitoring

Served as project manager and/or conducted personal exposure monitoring to evaluate employee exposures to various air contaminants, including:

- Quarterly monitoring for lead, arsenic, cadmium, chromium, hexavalent chromium, manganese, mercury, nickel selenium, respirable silica, and total dust – SSAB Iowa, Inc., Muscatine, Iowa
- Active pharmaceutical ingredients; multiple visits – Boehringer Ingelheim, Fort Dodge, Iowa
- Adipic acid, arsenic, cadmium, chlorine, hydrogen peroxide, phosphorous oxychloride, propylene oxide, particulates, respirable silica, sodium hydroxide, sulfur dioxide; multiple visits – Cargill, Wet Corn Milling, Cedar Rapids, Iowa
- Respirable silica – Cargill Corn Milling, Cedar Rapids, Iowa; Crawford Quarry, Cedar Rapids, Iowa
- Asbestos, respirable and total particulate; multiple visits – Nichols Aluminum, Davenport, Iowa
- Welding fume – Sears Manufacturing, Davenport, Iowa; Kinze Manufacturing, Inc., Williamsburg, Iowa

Noise Monitoring

Served as project manager and/or conducted monitoring, including:

- Personal exposure monitoring and sound level meter readings throughout facility – SSAB Iowa, Inc., Muscatine, Iowa
- Personal exposure monitoring and sound level meter readings throughout facility; multiple visits – Big River Resources, West Burlington, Iowa; Dyersville, Iowa; and Galva, Illinois
- Personal exposure monitoring and sound level meter readings throughout facility; multiple visits – Cargill Corn Milling, Cedar Rapids, Iowa

Indoor Environmental Quality Investigations

Served as project manager and conducted investigations of indoor environmental quality (IEQ) complaints, including evaluation of basic IEQ characteristics (carbon dioxide, carbon monoxide, temperature, humidity) and mold.

- LEED IAQ – ACT Operations, Iowa City, Iowa; PFG Best, Cedar Falls, Iowa; Armed Forces Reserve Center, Cedar Rapids, Iowa.
- Basic IEQ indicators – Simmons Perrine Moyer Bergman PLC, Cedar Rapids, Iowa; Natural Products Co-op, Norway, Iowa; ESCO, Marion, Iowa; Pearson, Cedar Rapids and Iowa City, Iowa; Quad City Airport, Moline, Illinois; State Farm, Milwaukee, Wisconsin; Geneseo Telephone Company, Geneseo, Illinois; Genesis Medical Center, Bettendorf, Iowa; Intermec Technologies, Cedar Rapids, Iowa; Curves, Davenport, Iowa; Vera French Community Mental Health Center, Davenport, Iowa; Scott County, Davenport, Iowa
- Mold – Norwood Souvenir, Cedar Rapids, Iowa; Jorgensen Facilities Services, Cedar Rapids, Iowa; Yellow Book USA, Cedar Rapids, Iowa; RF Micro Devices, Cedar Rapids, Iowa; Albany Area Hospital, Albany, Minnesota; University of Dubuque, Dubuque, Iowa; Blackhawk College, Moline, Illinois; Intermec Technologies, Cedar Rapids, Iowa; GE Commercial Finance, Cedar Rapids, Iowa; Planned Parenthood of Greater Iowa, Des Moines, Iowa; Straka Johnson Architects, Dubuque, Iowa; Iowa State Patrol Post, Osceola.

JAMES R. BAXTER

SENIOR STAFF ENVIRONMENTAL SCIENTIST

PROFESSIONAL EXPERIENCE

Mr. Baxter is an environmental scientist in the Bettendorf, Iowa office. He is involved in the all aspects of the completion of Phase I environmental site assessments (ESAs), limited site investigations (LSIs), lead and asbestos surveys, and industrial hygiene/air quality sampling services. Services include the completion of field activities, review and evaluation of field and analytical data, and final report preparation. His project experience includes leaking underground storage tank (LUST) investigations under Iowa Department of Natural Resources (DNR) and Illinois Environmental Protection Agency (EPA) programs, brownfield redevelopment assessments under the United States Environmental Protection Agency (USEPA) brownfield grant program, landfill groundwater monitoring and reporting, storm water sampling, and other project activities. In addition, Mr. Baxter's experience includes conducting asbestos, lead-based paint and hazardous materials inspections and the collection of air quality samples on a variety of sites.

Mr. Baxter has approximately eight years of experience in environmental and related fields. Previous environmental experience includes collection of soil and groundwater samples, evaluation of data, and preparation of reports for LUST sites. Through his analytical laboratory experience, he conducted a wide variety of routine and complex testing on submitted samples and performed quality control procedures on submitted samples and laboratory equipment.

PROJECT EXPERIENCE

Moline Brownfields Project – Moline, Illinois

Served as field captain on the Phase II environmental site assessment of four brownfield sites under the provisions of the USEPA-approved Quality Assurance Project Plan (QAPP) and Site-Specific Sampling and Analysis Checklist (Checklist). Activities included coordination with subcontractors, completion of field activities including boring layout, sample collection, and field screening, and documentation of field activities and quality assurance/quality control parameters. Upon receipt of laboratory reports, assisted with the compilation and evaluation of analytical data and developed draft site investigation reports. Subject sites included former commercial, light industrial, and automotive repair facilities.

Skills, Inc. – Moline, Illinois

Conducted field investigation activities for an Illinois EPA LUST site including the collection of soil and groundwater samples and documentation of site-specific information for the evaluation of the subject site under the Illinois EPA Tiered Approach to Corrective Action Objectives (TACO) program. Based on the results of site investigation and evaluation activities, developed a Corrective Action Completion Report for review and approval by the IEPA LUST project manager. Site assessment activities resulted in the issuance of a letter of No Further Remediation.

Education

Bachelor of Science, Environmental Science, Northern Illinois University, 2005

Certifications

OSHA 29 CFR 1910.120, 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) and Refresher Courses, 2005-present

Licensed Asbestos Inspector, Iowa/Illinois – License Nos. 13-15871 (Iowa) and 100-19250 (Illinois)

State of Iowa Department of Public Health Certified Lead Inspector/Risk Assessor (Certification Number 0016476-INSP)

Asbestos Fiber Counting (NIOSH 582) and Asbestos Air Sampling Practices

Iowa Certified Groundwater Professional, License No. 2104

State of Iowa Tank Remover, Certification No. 1318

MSHA Certified (Mine Safety Health administration), Part 46

Adult First Aid / CPR

Work History

Terracon Consultants, Inc., Bettendorf, Iowa, Senior Staff Environmental Scientist, 2013-present; Environmental Scientist, 2010-2013;

Mississippi Valley Regional Blood Center, Processing Lab/Reference Lab Technician, 2008-2010

Eastern Iowa Grain Inspection, Field Technician/Special Projects Manager, USDA licensed, 2005-2009

Superior Environmental Corp., Hydrogeologist/Project Geologist, 2006-2008

Professional Arts Building – Davenport, Iowa

Conducted field investigation activities for an Iowa DNR LUST site including the collection of soil and groundwater samples and documentation of site-specific information for the evaluation of the subject site under the Iowa DNR RBCA program.

HNI Corporation – Oak Steel Plant – Muscatine, Iowa

Conducted field investigation activities to evaluate site conditions related to a historical release of aromatic solvents. Services included the collection of soil and groundwater samples from machine base excavations within the facility, the advancement of soil borings and construction of groundwater monitoring wells inside the facility using a Geoprobe® rig with augering capabilities, the collection of soil, groundwater, and storm water samples, and monitoring for the presence of light non-aqueous phase liquids (LNAPL).

Gerdau Ameristeel – Wilton, Iowa

Conducted field investigation activities to evaluate site conditions related to a release of machine coolant. Services included the advancement of soil borings and construction of groundwater monitoring wells inside the facility using a Geoprobe® rig with augering capabilities, the collection of soil and groundwater samples, and groundwater monitoring for the presence of LNAPL.

Leaking Underground Storage Tank Services – Various Sites

Conducts monthly free product monitoring, recovery, and reporting at Iowa LUST sites under the provision of 567 IAC 135. Completes data entry and quarterly reporting to the Iowa DNR. Also conducts annual groundwater monitoring and develops annual Site Monitoring Reporting for submittal to the Iowa DNR.

Landfill Monitoring Services – Various Sites

Performs monthly monitoring at active and closed industrial landfills and monofills. Services include the observation of groundwater levels, collection of semi-annual groundwater samples, and operation and maintenance of a leachate control system. Completes data entry for reporting to the Iowa DNR.

Gerdau Ameristeel – Wilton, Iowa

Conducted storm water sampling for a steel mill using automated sampling equipment. Activities included the setup of the samplers, flow meters, and rain gauges to allow for collection of samples based on achieving the requisite 0.1 inches of precipitation and discharge from the channel.

Phase I Environmental Site Assessments – Various Sites

Conducted Phase I ESAs on multiple sites under the provisions of ASTM E-1527-05 and ASTM E-1527-13. Services included the completion of site visits, interviews with knowledgeable parties, collection of historical documentation, collection of environmental database information, evaluation of environmental conditions, and preparation of Phase I ESA reports. Sites have included cell towers, commercial, agricultural and light to medium industrial properties.

Asbestos, Lead-Based Paint and Hazardous Materials Surveys – Various Sites

Conducted various asbestos, lead-based paint and hazardous materials surveys at a variety of locations. Services included the collection of bulk samples for analysis of asbestos content, the collection of paint chips for laboratory determination of lead content and the use of an X-Ray Fluorescence unit to obtain on-site readings of lead on various substrates, general categorizing and quantification of such materials and the preparation of associated reports. Sites have included commercial rental housing developments and other commercial properties, agricultural and light to medium industrial properties, and secondary educational institutions. Additional services include the preparation of Abatement Technical Specifications and Bid Documents, and the oversight of asbestos and lead-based paint abatement services which includes ambient air monitoring for asbestos fibers and lead dust, the collection of postabatement lead dust wipe sampling, and the quantification of fibers via Phase Contrast Microscopy in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400.

Derek W. Dziadik

SENIOR CAD OPERATOR

PROFESSIONAL EXPERIENCE

Derek Dziadik serves as the Senior CAD Operator in the Atlanta, Georgia office. He has eight years of professional experience in the Computer Aided Drafting and Design field. This experience has included Detail Drafting, Floor Plan Layouts, Site Plans, and Cross-Sections. Since joining Terracon, Derek has completed over 8,000 projects. These projects covered DOT projects, Phase I ESAs, Asbestos Surveys, and Geotechnical Reports.

Over the years Derek has helped contribute to a high quality and promptly finished product. Derek has been able to help with project based in Microstation, Auto CAD, and Gint whenever needed. He also helps serve as the point of contact when needed.

PROJECT EXPERIENCE

- **Department of Transportation**

Derek has helped contribute to the Geotechnical needs for various road improvements for the Department of Transportation. These projects included road expansion and improvements and adjusting profile cross sections.

- **Home Depot**

Derek developed sheet layouts for Pavement Recondition Plans for Home Depots in many states. These plans included to scale drawings of the entire parking lot and building with existing conditions and proposed repairs. Each project required utilities properly added and details of the new parking stalls. Layout sheets that were developed helped speed along production output so as to be able to complete many Home Depot projects at the same time.

- **Phase I and Geotechnical**

Derek is able to produce quality to scale drawings for multiple project types. These include Phase I ESAs, LSIs, Asbestos Surveys, and Geotechnical Engineering Reports. These projects require great detail and must be completed in a timely fashion. These projects may included scaled plans, aerials, and cross sections of the area.

EDUCATION

*Degree; Computer Drafting & Design,
Itt-Tech Institute, Duluth, GA 2007*

WORK HISTORY

*Terracon-
Senior CAD Operator 8/2012
CAD Drafter II 8/2009
CAD Drafter I 8/2006*

HEATHER E. ECKARD

INDUSTRIAL HYGIENIST

PROFESSIONAL EXPERIENCE

Ms. Eckard is an Industrial Hygienist in Terracon's Naperville and Chicago offices. She has 13 years of environmental and industrial hygiene consulting experience conducting asbestos consulting services, including disaster response, inspections and abatement oversight on multiple education, commercial, retail and industrial sites over the course of her eleven plus years in the environmental consulting industry. Ms. Eckard's duties also include preparing technical reports, data collection, client interaction and site reconnaissance.

PROJECT EXPERIENCE

Environmental Consulting Services – Chicago Vocation Career Academy, Chicago, IL

Provided General Environmental Project Manager (GEPM) services, as well as asbestos/lead oversight and air sampling during abatement activities, during Phase 1 for this Public Building Commission of Chicago renovation project at a CPS high school. Then was lead inspector for environmental consulting services Phase 2 demolition project that included an asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned demolition of the Anthony Wing of the school.

Professional Services Completed: January 2015

Environmental Consulting Services – Oriole Park Elementary School, Chicago, IL

Provided asbestos and lead-based paint surveys within client-designated areas due to planned renovation of the school.

Professional Services Completed: January 2015

Environmental Consulting Services – UIUC State Farm Center (Assembly Hall), Champaign, IL

Provided asbestos/lead oversight and air sampling during abatement activities in support of the renovation and addition of State Farm Center (formerly Assembly Hall) located on the campus of the University of Illinois at Urbana-Champaign (UIUC). Assembly Hall serves as the main indoor sports and entertainment arena at UIUC and is listed on the National Register of Historic Places by the Illinois Historic Preservation Agency for its historical and architectural significance.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: \$165 million

Fee: \$225K

Asbestos, Lead-based Paint and Other Hazardous Materials Assessment/Oversight – City of Chicago Department of Fleet and Facility Management (2FM)

Project coordinator for on-call contract to provide asbestos, lead-based paint and other hazardous materials inspections, sampling and analysis at various City of Chicago facilities wherein 2FM tradespersons will be

Education

Bachelor of Science, Environmental Health, Illinois State University, Normal, Illinois, 2002

Registrations

Certifications

Illinois Licensed Asbestos Inspector, Air Sampling Professional, Asbestos Project Manager, #100-10397

Illinois Licensed Lead Inspector, Risk Assessor, #L-10996

Indiana Licensed Asbestos Inspector, #190908127

Illinois/Indiana Asbestos Building Inspector, EPA 40 CFR 763, Certification #BIR1403070679

Illinois/Indiana Asbestos Abatement Supervisor, EPA 40 CFR 463, Certification #ASR1403060654

Hazardous Waste Operations and Emergency Response 29 CFR 1910.120

Radiation Safety Awareness 49 CFR 172.702 and 172.704

Confined Space Awareness – OSHA 29 CFR 1910.146

Asbestos Fiber Counting NIOSH 582

Affiliations

Work History

Terracon, IH/Asbestos Services, 2014-present

Carnow, Conibear & Assoc., Ltd. Industrial Hygienist, 2002-2013

conducting future repair, renovation and/or construction services and provide recommendations to 2FM for abatement/mitigation in the most cost-effective manner and provide project oversight during any required abatement/mitigation

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: \$80,000 (to date)

Department of Aviation (DOA) – O’Hare International Airport, Chicago, IL*

Performed asbestos and lead based paint surveys, prepared asbestos abatement project designs, and conducted project management and air sampling services at numerous sites at O’Hare International Airport and Midway Airport. Tasks included field surveys, collection of bulk samples for analysis, inspection reports including detailed CAD drawings summarizing the location of asbestos containing materials, project management, air sampling and sample analysis for asbestos clearance.

General Services Administration, Various Locations*

Performed asbestos and lead based paint surveys in various government buildings and courthouses. The projects included identifying suspect materials, collection samples, and providing a detailed report with drawings and cost estimates for all identified materials.

Performed indoor air quality testing for GSA’s ARRA projects. The project consisted of the collection of air samples for several substances selected as indicators or parameters of overall air quality. The substances included temperature, relative humidity, carbon dioxide, carbon monoxide, airborne particulate matter (PM-10), volatile organic compounds (VOCs), and formaldehyde. The indoor air quality testing was an ongoing project monitoring the air prior to and during renovation construction.

DeKalb CUSD – Cortland Elementary School, Cortland, IL*

Conducted a hydrogen sulfide investigation and air testing for methane. The scope of work included a review of historical records and surrounding properties to identify potential sources of hydrogen sulfide around the school and air sampling to determine hydrogen sulfide concentrations.

Universal Oil Products (UOP), Various Locations*

Performed asbestos abatement project management and air sampling for various projects, including periodic air sampling as part of the asbestos Operations and Management Program. Assisted in radon measurement and drinking water surveys in numerous UOP facilities as part of a company wide safety audit. Collected samples following required sampling procedures and protocol.

Elgin Community College, Elgin, IL*

Performed indoor air quality assessment at Elgin Community College’s 12 building campus. Project included performing environmental monitoring for temperature, relative humidity, carbon monoxide, carbon dioxide, and volatile organic compounds (VOCs). In addition, conducted visual inspections of building interiors and exteriors and accessible portion of HVAC system equipment.

Metra, Chicago, IL*

Performed a noise study on locomotive engineers during a typical work day as part of a study to determine the engineers’ average daily exposure to noise.

Performed an extensive diesel exhaust survey on trains, station platforms, and employee areas. Survey included the monitoring of total particulate, polynuclear aromatic hydrocarbons, carbon (elemental, total and organic), aldehydes, benzene vapor, carbon monoxide, nitric oxide, nitrogen dioxide, and sulfur dioxide.

***Projects performed prior to Terracon’s employment**

TERRI LEWIS

INDUSTRIAL HYGIENE TECHNICIAN

PROFESSIONAL EXPERIENCE

Ms. Lewis has more than 18 years of experience in the industrial hygiene field. Her areas of knowledge include the following: asbestos project management, air sampling, building inspection, lead-based paint project management, air sampling, inspection and risk assessment. Ms. Lewis has also been trained to operate the RMD LPA-1 Lead Paint Inspection System. Her clients have included airports, schools, colleges, commercial, industrial and federal owned facilities.

PROJECT EXPERIENCE

Environmental Consulting Services – UIUC State Farm Center (Assembly Hall), Champaign, IL

Provided asbestos/lead oversight and air sampling during abatement activities in support of the renovation and addition of State Farm Center (formerly Assembly Hall) located on the campus of the University of Illinois at Urbana-Champaign (UIUC). Assembly Hall serves as the main indoor sports and entertainment arena at UIUC and is listed on the National Register of Historic Places by the Illinois Historic Preservation Agency for its historical and architectural significance.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: \$165 million

Fee: \$225K

Environmental Consulting Services – Chicago Vocation Career Academy, Chicago, IL

Provided asbestos/lead oversight and air sampling during abatement activities for this Public Building Commission of Chicago renovation project at a CPS high school.

Professional Services Completed: January 2015

Construction Completed: N/A

Construction Cost: N/A

Fee: \$285K Judge Slater Apartments, Sullivan Apartments, Chicago Housing Authority—2012-2014

As a licensed project manager and air sampling profession, Ms. Lewis is responsible for the oversight of the removal of asbestos containing materials from the building. She conducts on site project management, monitors emissions, conducts on site analyses of the air monitoring media, conducts visual inspections of the work area, and assures that correct work methods are being applied by the contractors per specifications, collect clearance samples from abatement work. Upon completion of each project, it is the responsibility of Ms. Lewis to gather all of the necessary documentation for the completion of an Asbestos Abatement report for the client.

Midwest Generation Coal-Fired Power Plants, Industrial Hygiene Services—2001-2011

Licenses

IDPH Asbestos Air Sampling Professional; Asbestos Project Manager; Asbestos Building Inspector (100-07366)

Lead Inspector/Risk Assessor (006625)

Certifications

NIOSH 582 #96-0711

Asbestos Contractor/Supervisor #105862X02S000593

Asbestos Building Inspector #105743X02S000593

Lead Inspector/Risk Assessor #LRAR1008231929

Ms. Lewis was a primary industrial hygienist for Midwest Generation's power plants, located in Romeoville, Joliet, Waukegan and Chicago, Illinois. These duties included conducting oversight of abatement activities and air monitoring, including onsite analysis within the plants, personnel field monitoring, and report writing duties documenting the work completed at the stations.

Chicago Public Schools—1996-2000

Ms. Lewis Performed AHERA Three-Year Building Re-inspections for previously indetified asbestos-containing materials, per AHERA protocol. Responsibilities included verifying ACM inventory, assessing the conidition of each material, and determining appropriate response actions based on the condition of each material. She inspected and estimated square footag of new and/or previously uninspected building space, developed an IDPH report for each re-inspected facility (over 200 facilities in all), which addressed all required elements of AHERA. Other responsibilities included: building inspections and assessments, and asbestos and lead abatement oversight and sampling.

Office of the Secretary of State, State Capital Complex— 2001-2008

Ms. Lewis was responsible for project management and air sampling, including onsite analysis for a variety of projects including asbestos, lead based paint, and mold remediation throughout the Capital, Stratton and Howlett buildings.

FAA, Quad Ciies Airport ATCT—2003-2006

Ms. Lewis provided project management oversight and air sampling during many abatement projects located in air traffic control towers and throuhgout the facilities.

Chicago Housing Authority—2001-Present

Ms. Lewis provides inspections, surveys and risk assessments for several high-rise and row housing development renovations and/or upgrade projects. Services include the identification and assessment of hazardous material abatement in a multi-phase building renovation, while assuring compliance with health and safety regulations, and state and federal regulations.

U.S. Department of Housing and Urban Development (HUD)—2004

Ms. Lewis performed lead paint assessments of target housing in numerous cities and towns across Illinois. Activities included daily use of the LPA-1 Lead Paint Inspection System to determine the levels of lead within layers of paint.

Advanced Roofing, Inc.—2011

Ms. Lewis provided project oversight and air sampling professional services during cleanup of asbestos-containing roofing debris on a property located in Yorkville, Illinois.

University of Illinois—2012

Ms. Lewis provided lead paint assessments of building interiors and exteriors on campus. Activities include use of the LPA-1 Lead Paint Inspection System to determine the levels of lead within layers of paint.

Great Lakes Naval Base—2012

Ms. Lewis provided project management oversight and air sampling during the abatement of building 2C located on the Naval Base.

Springfield Avenue Pump Station—2011-2014

Ms. Lewis provided project management oversight and air sampling during the asbestos abatement and lead paint mitigation within the pumping station.

City of Wilmington, Illinois—2012

Ms. Lewis provided project oversight and air samplng professional services during the asbestos abatement within the former Booth Elementary School located in Wilmington, Illinois.

DAVID L. PARRY

ENVIRONMENTAL STAFF SCIENTIST

INDUSTRIAL HYGIENE/ASBESTOS SERVICES

PROFESSIONAL EXPERIENCE

Mr. Parry currently serves as Terracon's Environmental Staff Scientist in Naperville Illinois. Mr. Parry holds over eighteen years' experience in the scientific and environmental industry and has worked extensively in England, Wales and the United States. He has performed numerous building inspections for the presence of asbestos, mold and other indoor air quality contaminants. In addition, Mr. Parry has performed project management and air sampling services on many asbestos abatement projects in residential, educational, commercial and industrial facilities throughout the Midwestern United States.

PROJECT EXPERIENCE

Federal/Municipal

IKE Disaster Recovery - Asbestos Abatement and Demolition of the Former Dixie Square Mall, Harvey, IL

Asbestos inspector responsible for conducting a visual assessment to identify and quantify accessible ACM to document current conditions at the former Dixie Square Mall located in Harvey, Illinois. The site contains approximately 39 acres, including a 421,800 square foot former shopping mall that has been abandoned since 1979 and is partially demolished. During construction period, served as the on-site Asbestos Project Manager throughout the duration of the project whose responsibilities included documentation of ongoing work progress, coordinating ongoing air monitoring program, reviewing contractor field orders, and overall site coordination.

Industrial Hygienist - Chicago O'Hare International Airport

Project manager responsible for oversight of all aspects of health & safety and industrial hygiene for ongoing projects at O'Hare and Midway Airports. Noise assessments, legionella sampling, water quality control, supervision of asbestos and lead removal projects, indoor air quality investigations and assisted the development of the airports confined space program and respiratory protection program.

Hotel Florence Historic Site

Project manager responsible for clean up activities of excessive bird droppings and asbestos abatement to allow stabilization of the historic Hotel Florence. Responsibilities included the collection of asbestos bulk samples, preparation of asbestos abatement plans, project administration, consultation with the Capital Development Board (CDB) and Illinois Historic Preservation Agency (IHPA), project oversight and monitoring and preparation of final abatement reports.

Department for the Environment, Food and Rural Affairs

Responsible for the calibration, management and operation of over 30 air quality monitoring stations in the UK Automatic Air Monitoring Network. Monitoring stack emissions and conducting environmental impact assessments.

Education

Higher National Diploma
Environmental Science/Biology
Coleg Ceredigion, Wales
1992 to 1996

Certifications

Illinois Licensed Asbestos Inspector,
Air Sampling Professional, Asbestos
Project Manager, #100-09459

Illinois Licensed Lead-Based Paint
Risk Assessor, #012340

Indiana Licensed Lead-Based Paint
Risk Assessor, #IND000821

Wisconsin Licensed Lead-Based
Paint Risk Assessor, #LRA-16122

Michigan Licensed Asbestos
Inspector, #A43429

NIOSH 582, "Sampling and
Evaluating Airborne Asbestos Dust"

Niton XRF Analyzer Operator

IAQ/Mold Inspector

Work History

Terracon
Naperville, Illinois
Environmental Staff Scientist
2011 to present

Chicago Airports Resources
Enterprise (CARE)
Chicago, Illinois
Senior Industrial Hygienist
2007 to 2010

Wight & Company
Darien, Illinois
Industrial Hygienist
2005 to 2007

Environmental Group Services Ltd
Chicago, Illinois
Industrial Hygienist
1999 to 2004

Stanger Science & Environment
Croydon, England
Urban Air Quality Specialist
1997 to 1998

The Institute of Grassland and
Environmental Research (IGER)
Aberystwyth, Wales
Assistant Scientific Officer
1992 to 1996

Education

Environmental Consulting Services – UIUC State Farm Center (Assembly Hall), Champaign, IL

Asbestos and lead inspector for consulting services contract in support of the renovation and addition of State Farm Center (formerly Assembly Hall) located on the campus of the University of Illinois at Urbana-Champaign (UIUC). Assembly Hall serves as the main indoor sports and entertainment arena at UIUC and is listed on the National Register of Historic Places by the Illinois Historic Preservation Agency for its historical and architectural significance. Provided asbestos/lead oversight and air sampling during abatement activities.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: \$165 million

Fee: \$225K

Asbestos & Environmental Consulting Services – Oakton Comm. College, Des Plaines, IL

Asbestos inspector for multiple projects for a local community college. Services have included a limited asbestos, lead-based paint, hazardous materials and indoor air quality survey performed within client-designated areas due to planned renovation as well as abatement oversight of asbestos, lead-based paint and mold.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: \$142K

Environmental Consulting Services – Durkin Park Linked Annex, Chicago, IL

Staff scientist for environmental consulting services for this Public Building Commission of Chicago renovation project at a Chicago Public Schools (CPS) elementary school. Services have included a asbestos surveys performed within client-designated areas due to planned renovation and oversight of asbestos abatement.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: \$70K

Environmental Consulting Services – Hale Elementary Linked Annex, Chicago, IL

Staff scientist for environmental consulting services for this Public Building Commission of Chicago renovation project at a CPS elementary school. Services have included a asbestos surveys performed within client-designated areas due to planned renovation and oversight of asbestos abatement.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: \$60K

Environmental Consulting Services – Chicago Vocational Career Academy, Chicago, IL

Staff scientist for environmental consulting services for this Public Building Commission of Chicago renovation project at a CPS high school. Services have included a limited asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned renovation.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: \$185K

Catholic Archdiocese of Chicago

Project manager and environmental compliance specialist responsible for site surveys, project management and indoor air quality investigations on a variety of projects relating to asbestos, lead, mercury and mold at

over one hundred school buildings and offices located throughout Chicago. Many of the projects required fast turnaround times and operated in a very budget conscious environment.

Valley View School District 365U

Periodic biannual sampling on a ongoing project to assess airbourne mold concentrations and indoor air quality at twenty one schools within the district. Sampling, design and project oversight and monitoring and preparation of final abatement reports for multiple concurrent asbestos abatement projects on district wide renovation projects at the various school properties during winter, spring and summer breaks.

Homewood School District 153

Continual longterm indoor air quality assesments to aid school district with healthy room designations for a student with cystic fibrosis. Sampling, design and project oversight and monitoring and preparation of final abatement reports for asbestos abatement projects within the school district.

Energy

ACM Survey - State Line Station, Hammond, IN

Member of Terracon's project inspection team on a ten-story power plant. Responsibilities included inspection services, condition assessment, bulk sampling and documentation of inspection data.

Professional Services Completed: 2011

Construction Completed: N/A

Construction Cost: N/A

Fee: \$27K

Commercial/Retail

Sears, Roebuck and Co.

Responsible for site assessments, project design, project management and air sampling on a variety of commercial renovation projects at stores located throughout the Midwest. The majority of these projects had a high degree of emphasis on discesion and time sensitivity.

Residential

Tanglewood Apartments

Lead and asbestos inspection services and sampling at a multi unit, multi building apartment complex in preparation for extensive rehabilitation and renovation. As many of the units were still occupied by tennants, a high degree of dilligence was required while taking samples.

ADDITIONAL COURSES

Radiation Safety, X-Ray Fluorescence Operator (NITON), 2006

Radiation Safety, X-Ray Fluorescence Operator (RMD), 2011

OSHA 10 Hour Construction Safety & Health, 2007

OSHA 30 Hour Construction Safety & Health, 2009

IESO Certified Residential Mold Inspector, 2002

Mold Allergens, Sampling and Report Interpretation, 2007

Introduction to AutoCAD – 2006

Intermediate AutoCAD - 2006

BRENDAN J. QUEALY

DEPARTMENT MANAGER

INDUSTRIAL HYGIENE/ASBESTOS SERVICES

PROFESSIONAL EXPERIENCE

Mr. Quealy currently serves as Terracon's Department Manager for industrial hygiene/asbestos/lead services in Illinois. He has over 24 years of environmental and industrial hygiene consulting experience with responsibility for performance and administration of large-scale project management, indoor air quality (IAQ) and mold assessments, mold remediation projects, asbestos surveys, asbestos abatement design, asbestos removal projects, industrial hygiene exposure assessments, lead-based paint surveys, lead-based paint mitigation projects and environmental site assessments. In addition to technical experience, Mr. Quealy has significant operational experience in the areas of profit and loss management, business development, resource management, training and mentoring of staff, project management and client service management. He has provided professional services to public, private, commercial, industrial, educational, and historic entities on all facets of the above referenced environmental issues.

PROJECT EXPERIENCE

Education

Asbestos Consulting Services – UIUC State Farm Center (Assembly Hall), Champaign, IL

Project manager and point of contact with the architectural design team for asbestos consulting services contract in support of the renovation and addition of the State Farm Center (formerly Assembly Hall) located on the campus of the University of Illinois at Urbana-Champaign (UIUC). Assembly Hall serves as the main indoor sports and entertainment arena at UIUC and is listed on the National Register of Historic Places by the Illinois Historic Preservation Agency for its historical and architectural significance. Mr. Quealy has overseen the asbestos inspection and corresponding report preparation and prepared an opinion of probable asbestos abatement costs. The project is currently in design development and Terracon is providing technical specifications and drawings for the asbestos abatement that Terracon will oversee during construction.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: \$145 million

Fee: \$225K

Environmental Consulting Services – Chicago Vocational Career Academy, Chicago, IL (Bid Package 1)

Project manager for environmental consulting services for this Public Building Commission of Chicago renovation project at a CPS high school, which is the largest CPS renovation project to date. Services have included a limited asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned renovation and the preparation of technical specifications and drawings for

Education

Master of Business Administration with Distinction, Kellstadt Graduate School of Business, DePaul University, 2003

Bachelor of Science, General Engineering, University of Illinois at Urbana-Champaign, 1989

Registrations

Professional Engineer Intern, Illinois, #061-026905

Certifications

Illinois Licensed Asbestos Inspector, Asbestos Management Planner, Air Sampling Professional, Asbestos Project Manager, #100-04803

Illinois Licensed Lead Risk Assessor, #001240

Indiana Licensed Asbestos Project Designer, #190620127

Indiana Licensed Lead Risk Assessor, #IND000822

Wisconsin Licensed Asbestos Project Designer, Asbestos Inspector, Asbestos Management Planner, #APD-112116, #All-112116, #AMP-112116

NIOSH 582, "Sampling and Evaluating Airborne Asbestos Dust"

Niton XRF Analyzer Operator

RMD LPA-1 Lead Paint Inspection

Illinois Capital Development Board (CDB) Project Manager

Affiliations

National/Illinois Society of Professional Engineers

American Industrial Hygiene Association® (AIHA)

Work History

Terracon, IH/Asbestos Services Dept. Manager, 2010-present

ATC Associates Inc., Senior Project Manager, 2008-2010

Enercon Services, Environmental Services Manager, 2007-2008

Hygienetics Environmental Services, Regional Director, 2004-2007

Professional Service Industries, Dept. Manager 2000-2003; Project Engineer, 1991-2000

asbestos abatement, LBP mitigation and hazardous materials removal. Mr. Quealy also oversaw our professional staffing team performing on-site project management and air sampling during over five months of abatement activities.

Professional Services Completed: January 2015

Construction Completed: N/A

Construction Cost: N/A

Fee: \$285K

Environmental Consulting Services – Chicago Vocational Career Academy, Chicago, IL (Bid Package 2)

Project manager for environmental consulting services for this Public Building Commission of Chicago demolition project of the Anthony Wing of this CPS high school. Services have included asbestos, lead-based paint and hazardous materials survey performed due to planned demolition and the preparation of technical specifications and drawings for asbestos abatement, LBP mitigation and hazardous materials removal. Mr. Quealy will also oversee our professional staffing team performing on-site project management and air sampling during abatement activities.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: \$124K

Environmental Consulting Services – Oriole Park Elementary School, Chicago, IL

Project manager for environmental consulting services for this Public Building Commission of Chicago renovation project at an elementary school. Services included a limited asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned renovation and the preparation of technical specifications and drawings for asbestos abatement and LBP mitigation. Mr. Quealy will also oversee professional staffing performing on-site project management and air sampling during abatement and prepare the Asbestos Management Plan for the new school building.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: \$69K

Environmental Consulting Services – Durkin Park Linked Annex, Chicago, IL

Project manager for environmental consulting services for this Public Building Commission of Chicago renovation project at an elementary school. Services included a limited asbestos, lead-based paint and hazardous materials survey performed within client-designated areas due to planned renovation and the preparation of technical specifications and drawings for asbestos abatement and LBP mitigation. Mr. Quealy also oversaw professional staffing performing on-site project management and air sampling during three phases of asbestos abatement and prepared the Asbestos Management Plan for the new school building.

Professional Services Completed: 2013

Construction Completed: N/A

Construction Cost: N/A

Fee: \$70K

Environmental Consulting Services – Hale Elementary Linked Annex, Chicago, IL

Project manager for environmental consulting services for this Public Building Commission of Chicago renovation project at a CPS elementary school. Services included a limited asbestos, lead-based paint and hazardous materials survey performed within multiple client-designated areas due to planned renovation and the preparation of technical specifications and drawings for asbestos abatement and LBP mitigation. Mr. Quealy also oversaw professional staffing performing on-site project management and air sampling during asbestos abatement.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: \$60K

Asbestos/Environmental Consulting Services – Oakton Community College, Des Plaines, IL

Project manager for multiple projects for a local community college. Services have included a limited asbestos, lead-based paint, hazardous materials and indoor air quality survey performed within client-designated areas due to planned renovation. In addition, Mr. Quealy has prepared an asbestos operations and maintenance plan for the facility and conducted asbestos awareness training for the College's facilities and maintenance staff.

Professional Services Completed: Ongoing

Construction Completed: N/A

Construction Cost: N/A

Fee: \$100K

Asbestos and Lead Hazard Management - Chicago Public Schools (CPS)*

Contract administrator and QA manager for Industrial Hygiene Environmental Consulting contract. Contract services included asbestos and LBP remediation management and oversight during major capital renovation projects at numerous elementary and high schools. In addition, as senior project manager, performed initial inspections and prepared asbestos management plans for schools in accordance with AHERA.

Professional Services Completed: 2003

Construction Completed: N/A

Construction Cost: N/A

Fee: N/A

AHERA Reinspections - Catholic Archdiocese of Chicago*

Asbestos management planner for administration and senior review of Asbestos Hazard Emergency Response Act (AHERA) three-year re-inspection reports for 200+ schools.

Professional Services Completed: 2003

Construction Completed: N/A

Construction Cost: N/A

Fee: \$250K

Environmental Consulting Services - Illinois Housing Development Authority (IHDA)*

Project manager responsible for administration, resource allocation and/or performance of due diligence services including Phase I Environmental Site Assessments, Phase II Subsurface Investigations and ACM/LBP Investigations.

Professional Services Completed: 2007

Construction Completed: N/A

Construction Cost: N/A

Fee: N/A

Federal/Municipal

Asbestos Abatement and Demolition of the Former Dixie Square Mall, Harvey, IL

Project manager responsible for all aspects of asbestos consulting and engineering services in support of the asbestos abatement and demolition of the former Dixie Square Mall, Harvey, IL being performed under an Illinois Attorney General consent order using a Federal disaster recovery grant. Mr. Quealy has overseen assessments of the building for asbestos-containing materials as well as structural integrity. Mr. Quealy has prepared bid and technical specifications for asbestos abatement and managed the preparation of demolition

and site restoration specifications prepared by Terracon's consulting engineers. Mr. Quealy has assisted the client in procurement of a contractor and is responsible for ongoing project administration and communication with project stakeholders. During construction, Mr. Quealy is providing project administration and supervision of the Terracon's on-site team of environmental professionals.

Professional Services Completed: December 2012

Construction Completed: July 2012

Construction Cost: \$3M

Terracon Fee: \$716K

Pre-Demolition Building Inspection Asbestos, Lead-Based Paint & Hazardous Materials, Century City Site Areas D & F, Milwaukee, WI

Project manager and asbestos project designer responsible for management of a pre-demolition asbestos, lead-based paint, and hazardous materials inspections of the former Tower Automotive property consisting of 25 buildings and their surrounding areas. The project entailed inspecting both the interior and exterior of each building for asbestos-containing materials, testing painted concrete and masonry surfaces for the presence of lead, and conducting a visual hazardous materials assessment. Mr. Quealy was responsible for preparation of schedules, HASP and defining work tasks for a team of four inspectors. Mr. Quealy also prepared a final report for the inspection and a report detailing the asbestos abatement cost estimate.

Professional Services Completed: 2011

Construction Completed: N/A

Construction Cost: N/A

Terracon Fee: \$65K

Eagleton Courthouse IH Services - General Services Administration (GSA), St. Louis, MO

Senior industrial hygienist for emergency response services following a water leak impacting approximately 22 floors of a 27-story Federal courthouse. Mr. Quealy assisted GSA personnel during the immediate aftermath of the floor by performing water damage assessments of impacted materials and preparing protocols for remediation activities and air sampling. Mr. Quealy is also responsible for ongoing project management, client communication, interpretation of all microbial air sampling and preparation of reports for distribution.

Professional Services Completed: ongoing

Construction Completed: N/A

Construction Cost: N/A

Terracon Fee: \$180K

Asbestos and LBP Consulting – Building 98 Clinic Renovation, VA Illiana Health Care System (VAIHCS), Danville, IL

Project manager responsible for asbestos and lead-based paint (LBP) assessment prior to renovation of approximately 35,000 square feet of clinical space on the second floor of Building 98 at the VAIHCS. Included in Terracon's scope of services were the determination of locations and estimated quantities of ACM and LBP requiring abatement, preparation of a summary report with drawings and the development of contract specification and abatement drawings for ACM and LBP abatement.

Professional Services Completed: 2011

Construction Completed: N/A

Construction Cost: N/A

Terracon Fee: \$26K

Asbestos Inspections for Litigation Support - Illinois Office of the Attorney General*

Project and quality assurance (QA) manager responsible for administration of litigation support services contract involving the measurement of asbestos-containing materials (ACM) from over 100 buildings located at the University of Illinois (Urbana-Champaign), Southern Illinois University (Carbondale and Edwardsville), as well as numerous state agency facilities. Developed project protocols and performed project tracking, reporting, and invoicing. As QA manager, provided final technical review of all project deliverables including final survey reports and project status reports.

Professional Services Completed: 2000

Construction Completed: N/A
Construction Cost: N/A
Fee: \$340K

Asbestos and LBP Services - Federal Aviation Administration (FAA), Oberlin, OH*

Project and QA manager responsible for administration of asbestos and lead-paint abatement project at the Cleveland Air Traffic Control Center (ATCC). Project responsibilities included the review of contractor's abatement plan, informational briefings to ATCC occupants and the development of air monitoring plans for airborne asbestos and airborne and settled lead as well as the supervision of technical staff performing project oversight/monitoring. As QA manager, was responsible for final technical review of final abatement reports.

Professional Services Completed: 2001
Construction Completed: N/A
Construction Cost: N/A
Fee: \$65K

Asbestos Inspection, Design and Oversight – Capital Development Board (CDB), Pullman Factory Historic Site, Chicago, IL*

Project engineer responsible for performance of asbestos consulting activities for the selective demolition, asbestos abatement and cleanup to allow stabilization of the historic Pullman Factory following a devastating fire at the site. Responsibilities included the collection of asbestos bulk samples, preparation of asbestos design documents, project administration, consultation with Illinois Historic Preservation Agency (IHPA) and Illinois Environmental Protection Agency (IEPA) personnel to establish the scope of abatement/demolition activities and the supervision of technical staff performing project oversight and monitoring. As senior technical professional, was responsible for technical review of final abatement reports.

Professional Services Completed: 2000
Construction Completed: N/A
Construction Cost: N/A
Fee: N/A

Mold Assessment - Elmendorf Air Force Base Commissary, Anchorage, Alaska

Project manager provided scope development, oversight and management of a mold assessment of the approximately 116,500-square foot commissary. Mr. Quealy directed Terracon's industrial hygienist during the project that included visual observation of suspect microbial growth and moisture-impacted materials on warehouse exterior walls, destructive testing, monitoring of moisture levels, temperature and relative humidity, mold air and surface sampling and preparation of the report with findings, photographs, and recommendations.

Professional Services Completed: 2011
Construction Completed: N/A
Construction Cost: N/A
Terracon Fee: \$15K

State/Municipalities

Asbestos, Lead-based Paint and Other Hazardous Materials Assessment/Oversight – City of Chicago Department of Fleet and Facility Management (2FM)

Program manager and authorized project reviewer for on-call contract to provide asbestos, lead-based paint and other hazardous materials inspections, sampling and analysis at various City of Chicago facilities wherein 2FM tradespersons will be conducting future repair, renovation and/or construction services and provide recommendations to 2FM for abatement/mitigation in the most cost-effective manner and provide project oversight during any required abatement/mitigation

Professional Services Completed: Ongoing

Construction Completed: N/A
Construction Cost: N/A
Fee: \$80,000 (to date)

Asbestos Consulting Services – Village of Villa Park, IL

Project manager and authorized project reviewer for asbestos consulting, inspection, design and oversight services in support of the acquisition and demolition of flood-prone properties and other vacant structures. Four structures have been completed to date, three of which required asbestos abatement services. Mr. Quealy's responsibilities included scheduling and coordination of the work with the Client and the final technical review of all project deliverables.

Professional Services Completed: Ongoing
Construction Completed: N/A
Construction Cost: N/A
Fee: \$15,000 (to date)

Asbestos, Lead, IAQ, Compliance Monitoring - Chicago Housing Authority (CHA)*

Contract administrator and QA manager for Environmental Consulting contract. Contract services included asbestos inspection, LBP inspection and clearance sampling, indoor air quality/mold assessment, environmental consulting as well as PM10 and sensitive receptor monitoring during building demolition.

Professional Services Completed: 2003
Construction Completed: N/A
Construction Cost: N/A
Fee: N/A

Mold Remediation – CDB, LaSalle Veterans' Home, LaSalle, IL*

Senior industrial hygienist responsible for reviewing existing conditions and developing design documents for remediation of mold throughout the facility. Provided project administration, senior report review, air sample data interpretation, as well as the supervision of technical staff performing project oversight and monitoring throughout the CDB remediation project.

Professional Services Completed: N/A
Construction Completed: N/A
Construction Cost: N/A
Fee: N/A

Lead Exposure Assessment – Police Station, Arlington Heights, IL*

Senior industrial hygienist conducted air monitoring on officers involved in the shooting exercises and from the representative areas in and around the firing range at the VAH Police Station Shooting Range during live-round shooting exercises to document lead dust exposure to participating officers.

Professional Services Completed: 2008
Construction Completed: N/A
Construction Cost: N/A
Fee: N/A

Disaster Response/Education

Industrial Hygiene Consulting Services - Lexington Insurance, Flood-Loss, University of Wisconsin Oshkosh, Oshkosh, WI*

Senior industrial hygienist responsible for assisting insurance adjuster/consultant in reviewing water-loss impact within approximately 18 campus buildings following a storm-related flood. Responsibilities included visual inspections of impacted buildings, attendance at progress meetings, and review of remediation scopes of work, remediation protocols, post-remediation verification protocols and results prepared by University's

restoration contractors and/or their consultants, as well as review of invoices submitted by restoration contractors and/or their consultants as related to environmental issues.

Professional Services Completed: 2008

Construction Completed: N/A

Energy

ACM Survey - State Line Station, Hammond, IN

Project manager responsible for supervision of Terracon's project inspection team on a ten-story power plant. Responsibilities included consultation and scope determination with client, quality control of inspection services and review of inspection data and report.

Professional Services Completed: 2011

Construction Completed: N/A

Construction Cost: N/A

Fee: \$27K

Asbestos Project Design - Hoosier Energy, Ratts Generating Station, Petersburg, IN*

Asbestos project designer responsible for preparation of work plan documents that detailed the requirements and scope of work for the encapsulation of asbestos-containing Galbestos siding located on the exterior and interior of the coal-powered electricity generating station.

Professional Services Completed: 2009

Construction Completed: N/A

Construction Cost: N/A

Fee: \$150K (including construction phase services)

Asbestos Consulting Services – ComEd, Various IL Sites*

Asbestos professional responsible for asbestos consulting services within multiple fossil fuel plants (Crawford, Fisk, Collins) in Illinois. Responsibilities included the collection of asbestos bulk samples as well as air monitoring during asbestos abatement operations.

Professional Services Completed: 2003

Construction Completed: N/A

Construction Cost: N/A

Fee: N/A

Transportation

Asbestos Inspection Services - Illinois Department of Transportation (IDOT)*

Contract administrator and QA manager for contract to provide statewide asbestos surveys of over 100 land acquisition parcels. As contract administrator, performed project tracking, reporting, and invoicing and as QA manager provided final technical review of project deliverables including work order estimates, final survey reports, and project status reports.

Professional Services Completed: 2002

Construction Completed: N/A

Construction Cost: N/A

Fee: \$750K

Commercial/Retail

Asbestos Survey/Confidential Grocery Store Chain / Illinois, Indiana, Michigan

Project manager for asbestos surveys prior to renovation or demolition work at 30 grocery store sites in Illinois (15 stores), Indiana (2 stores) and Michigan (13 stores). Mr. Quealy's responsibilities included scheduling and coordination of the work with the Client and the initial technical review of all project deliverables.

Professional Services Completed: 2012

Construction Completed: N/A

Construction Cost: N/A

Fee: \$125,310

Asbestos Survey & Abatement Projects/Confidential National Retail Operation / Midwest US*

Senior project and QA manager responsible for administration of asbestos surveys and abatement projects for over 50 stores throughout the Midwest for a major national retail operation. Responsible for preparing and/or final technical review of project deliverables including final survey reports, asbestos removal work plans, and final abatement reports.

Professional Services Completed: 2002

Construction Completed: N/A

Construction Cost: N/A

Fee: \$250K

Construction Cost: N/A

Fee: \$75K

Mold Assessment/Remediation Protocol Development/Remediation Oversight – Ryan Companies, Dominick's Food Store, Northfield, IL*

Senior industrial hygienist responsible for conducting an assessment in an effort to identify, confirm, and quantify suspect microbial growth and airborne concentrations of microbial spores. The following activities were completed: 1) visual observations, 2) moisture mapping, 3) temperature and relative humidity measurements, 3) tape lift and air sampling for microbials and 4) report preparation. Following completion of the assessment, a written Work Plan for Remediation of water and mold-impacted materials was prepared to implement the recommendations provided in the assessment report. Mr. Quealy performed microbial remediation oversight and post-remediation evaluations to insure the proper remediation of the impacted materials.

Professional Services Completed: 2008

Construction Completed: N/A

Construction Cost: N/A

Fee: N/A

Indoor Air Quality Assessment and Sampling - Grubb & Ellis Management Services, Inc., Aon Building, Glenview, IL*

Senior industrial hygienist for an indoor air quality (IAQ) assessment along with air sampling for the presence of contaminants of concern within the complaint area. The investigation consisted of a visual assessment of the affected areas for conditions that may have contributed to the reported IAQ issues; conducting comfort parameter assessment (temperature, relative humidity, carbon dioxide and carbon monoxide; conducting air sampling for the presence of volatile organic compounds, semi-volatile organic compounds, polychlorinated biphenyls, metals, asbestos and formaldehyde/aldehydes; preparing a report of findings and providing recommendations.

Professional Services Completed: 2009

Construction Completed: N/A

Construction Cost: N/A

Fee: \$15K

Disaster Response

Industrial Hygiene Consulting Services - Engle Martin & Associates, Inc., Fire Loss, Condominium, Schaumburg, IL*

Senior industrial hygienist responsible for conducting an investigation to determine the presence of combustion byproducts and volatile organic compounds (VOCs) within the subject unit recently damaged during a fire that occurred in the garage area below the unit. The following tasks were performed to assess the conditions: 1) conducted a walkthrough of the facility and discussed the prior fire loss incident with a designated facility representative, the unit owner, consultant, and facility representatives, as made available, 2) conducted air sampling for the presence of VOCs and Carbon Black, and 3) prepared a report of findings. Following completion of the assessment, a written Fire Loss Remediation Work Plan was prepared to outline the activities needed to successfully remove unsalvageable building materials and clean-up the affected area(s), including odor removal. During the remediation, on-site fire loss remediation oversight activities were conducted on four milestone occasions and conducted direct read monitoring for Ozone levels during odor removal operations. Following completion of remediation activities, conducted post-remediation testing at the site, consisting of air sampling for VOCs and carbon black and wipe sampling for polynuclear aromatic hydrocarbons (PNAs/PAHs).

Professional Services Completed: 2009

Construction Completed: N/A

Construction Cost: N/A

Fee: N/A

Hospitality

Remediation Site Closeout - Delavan Resort Holdings / Delavan, WI*

Prepared Case Closure Request and associated documentation for LUST site closure for submittal to Wisconsin DNR Bureau for Remediation and Redevelopment. LUST had resulted in groundwater contamination requiring multiple sampling rounds. Following submittal of closure request, worked with WDNR to successfully receive closure of site.

Professional Services Completed: 2007

Construction Completed: N/A

Construction Cost: N/A

Fee: N/A

PUBLISHED ARTICLES

Quealy, Brendan J. "Q: Which Buildings Require Asbestos Testing Prior to Renovation/Demolition? A: All of Them", The Monitor, a Technical Publication of the American Society of Safety Engineers's Industrial Hygiene Practice Specialty 10.2 (2010): 12-14.

PRESENTATIONS

"Regulatory Requirements for Asbestos Inspections Prior to Renovation Projects", Healthcare Engineers Society of Northern Illinois (HESNI) Annual Conference & Technical Exhibition, Downers Grove, IL, 2012.

"Indoor Air Quality for Architects", Moisture Protection Workshop (AIA), Minneapolis, MN, 2002.

"Indoor Air Quality and Toxic Mold: An Update", National Association of Industrial and Office Properties (NAIOP) Annual Meeting, Chicago, IL, 2001.

"Responding to IAQ Complaints: A Common Sense Approach", Indoor Air Quality Management, Air & Waste Management Association (AWMA), Chicago, IL, 1999.

ADDITIONAL TRAINING

Asbestos Awareness Training, Oakton Community College, 2012 [Instructor]
Thermo Scientific Niton XRF Analyzer, Alpha Solutions, 2012
Suspended Scaffold Safety Hazard Awareness, Construction Safety Council, 2009
Vapor Intrusion Risk & Due Diligence Challenges in the Real World, EDR, 2007
IAQ/Mold Inspector, PSI, 2003
Phase I Environmental Site Assessment, PSI, 2003
RMD's LPA-1 Lead Paint Inspection System, RMD, 2002
Project Manager Certification Program, PSI, 2002
Project Manager Training for Architects/Engineers, Illinois Capital Development Board (CDB), 2001
HVAC and Indoor Air Quality, AIHA, 1999
Physical Condition Assessment, PSI, 1998
Radiation Safety for X-Ray Fluorescence, PSI, 1993

RICK WHITNEY, R.G.

ASBESTOS PROJECT MANAGER

PROFESSIONAL EXPERIENCE

Mr. Whitney is a Project Manager in our Terracon St. Louis office Environmental Department. Mr. Whitney oversees our asbestos projects and is responsible for managing and executing the aspects and phases of each project.

Mr. Whitney has been involved with various aspects of many diverse environmental projects for over 20 years. He has provided cost proposals, managed field activities and completed reports for the many different clients.

Mr. Whitney was involved with the multi-million dollar Lambert Airport Expansion project for 10 years. His involvement stemmed from field activities, cost proposals, managing field activities and completing each work authorization with a final report.

** Work performed prior to joining Terracon.*

PROJECT EXPERIENCE

Federal Projects

Lambert Airport Expansion – St. Louis, Missouri*

Provided environmental expertise for field activities which included asbestos, lead paint, and soil while complying with Federal, State and Local regulations.

FUSRAP – St. Louis, Missouri*

Provided geologic expertise for field activities while complying with radiological requirements for the U.S. Army Corps of Engineers. Duties include document review, field lead for soil sampling, and routine periodic inspections.

AOC – Washington, D.C.*

Provided asbestos inspector expertise for field activities for the Architect of the Capitol for the Library of Congress. Activities include building inspection for asbestos containing materials, documentation of building materials locations and quantities, and consultation with AOC industrial hygienist.

Mark Twain National Forest – Salem, Missouri*

Provided geologic and X-Ray Fluoresces expertise for field activities and soil sampling. Activities include XRF screening of soil samples in the field to delineate Lead, Zinc, and Cadmium soils impacted by mining activities.

Scott Air Force Base – Illinois*

Provided X-Ray Fluoresces expertise for field activities and soil sampling for lead paint in soil around residential dwellings. Activities include XRF screening of soils around dwelling to determine level and exposure.

Education

*Bachelors of Science, Geology,
University of Missouri, 1982*

Registrations

*Registered Geologist: Missouri, No.
2003003603*

Certifications

*40-Hour HAZWOPER
Asbestos Building Inspector
Asbestos Supervisor
Asbestos Project Designer
Asbestos Management Planner
Lead Risk Assessor*

XRF Certified

Work History

*Terracon Consultants, Inc.,
Asbestos Project Manager, 2014*

*Leidos (formerly SAIC)
Environmental Scientist, 2005-2014*

*TSI Engineering,
Project Manager, 2003-2005
Environmental Specialist 1999-2003*

*Environmental Analysis,
Field Supervisor 1991-1999*

*Missouri Department of
Transportation
Materials Inspector 1985-1991*

State Projects

Southeast Missouri State University – Cape Girardeau, Missouri*

Provided asbestos and radiologic oversight for the remodeling project of Magill Hall. Activities include oversight of the removal of asbestos and radiological impacted building components prior to remodeling of the building.

Missouri Department of Transportation – Missouri*

Provided asbestos inspection and oversight for the demolition projects for various locations.

Commercial

Monsanto – St. Louis, Missouri*

Provided asbestos and lead paint expertise in managing their many facilities. Consulted with industrial hygienist on procedures and options to take for various projects.

Benham – St. Louis, Missouri*

Provided asbestos and lead paint expertise in managing their construction and remodeling project.

LINDA CHEN YANG, P.G.

PRINCIPAL/OFFICE MANAGER

PROFESSIONAL EXPERIENCE

Ms. Yang has 20 years of experience in environmental consulting with a broad range of expertise in environmental, health, and safety. Ms. Yang has extensive knowledge of federal and state environmental programs and regulations, including CERCLA, RCRA, and regulations in multiple States (IEPA LUST, SRP, TACO, and IDEM RISC regulations). She specializes at site investigation, remediation, risk assessment, brownfields assessment, cleanup and redevelopment, negotiation, community outreach, life-cycle liabilities assessment, and achieving closures within the regulatory framework in Illinois, Indiana, Ohio, Michigan, Wisconsin, Minnesota, and Pennsylvania. She provides strategic and technical consulting to municipalities in brownfields assessment, cleanup, redevelopment and funding mechanisms. Additionally, Ms. Yang specializes at major oil and gas clients' project management, project framing, milestone evaluation, life-cycle assessment, NPV calculation, and decision making support.

Being the Office Manager of Terracon Naperville and Chicago offices, Ms. Yang manages teams of scientists and engineers to provide environmental, geotechnical and material testing services to our local, regional and national clients.

Before joining Terracon, Ms. Yang worked for a fortune 500 company managing an environmental group in the Chicago area. The work included remediation, environmental, health and safety consultancy, environmental due diligence, compliance, industrial hygiene, air, capital permitting, water and natural resources. She successfully established key relationships and developed regional and global accounts including Oil and Gas, Power Utility, and Manufactures.

PROJECT EXPERIENCE

Program Manager, City of South Beloit, Various brownfields properties. Ms. Yang serves as Program Manager overseeing South Beloit's brownfield assessment/cleanup projects. Terracon assisted the City preparing Remediation Objective Reports and Remedial Action Plans, and received IEPA SRP's approval. Terracon also assisted the City with its IEPA MBRG grant and RLF application, and USEPA ARC grant application. Several sites were enrolled into Site Remediation Program (SRP) for Comprehensive No Further Remediation Letters.

Project Director, Public Building Commission of Chicago, Whitney Young Public Library. Ms. Yang serves as Project Director overseeing this remediation project. Terracon conducted Phase I ESA, comprehensive Phase II Investigation, designed remedial scope of work utilizing in-situ chemical oxidation to address chlorinated solvent impact to soil and groundwater due to the historical dry cleaning operation. Terracon assisted the client securing the IEPA Brownfield Revolving Loan Fund (RLF), USEPA Brownfield Cleanup Grant and assisted the client with grants administrative reporting. The team is currently pursuing regulatory closure via the IEPA Site Remediation Program (SRP). Terracon also provided asbestos sampling and consulting services at this project.

Education

Bachelor of Science, Geology, 1990, Peking University, China

Master of Science, Geology, 1994, The University of Illinois Chicago

Masters of Business Administration (MBA), with Distinction, 2005, Kellogg Graduate School of Management, Northwestern University

Registrations

Professional Geologist: Illinois, 196.000764

Certifications

OSHA 40-Hour HAZWOPER Health and Safety Training

Loss Prevention System

Smith Driving

FA/CPR

Affiliations

Association of Environmental and Engineering Geologist

National Brownfields Association

Kellogg Executive Women Network

Work History

Terracon, Environmental Office Department Manager/Office Manager, 2011-present

AECOM Technical Services, Inc., Department Manager 2005-2011; Strategic Account Manager; Regional Sales Director 2006-2009; Project Manager, 1999-2005; Project Geologist, 1994-1999

Terracon was selected by the IEPA and USEPA to perform a green remediation evaluation at this site as part of the agency's pilot program.

Program Manager, Village of Schaumburg, Former Murzyn-Anderson Property. Ms. Yang serves as Program Manager overseeing this brownfield assessment/cleanup project. Terracon assisted the Village with completing the site assessment under IEPA's Municipal Brownfields Redevelopment Grant (MBRG). Revolving Loan Fund application. public outreach. and remediation using RLF fund. The site was enrolled into Site Remediation Program (SRP) and received a Comprehensive No Further Remediation Letter.

Project Director, City of Chicago Fleet and Facility Management (2FM) Environmental Program. Terracon assisted 2FM with various projects including Phase I/II. IEPA Site Remediation Program (SRP) sites. and USEPA Brownfields Grant sites.

Project Director, City of Rock Falls Environmental and Brownfields Program. Terracon assisted Rock Falls with various assessment and cleanup projects including Phase I/II ESA. IEPA Site Remediation Program (SRP) assessment. cleanup. securing NFR Letters. USEPA Brownfields Assessment and Cleanup Grant sites. IEPA Revolving Loan Fund sites. Municipal Brownfields Redevelopment Grant sites and full aspects of the required activities.

Project Coordinator, Major Pipeline Company, Emergency Response, Illinois. During the pipeline spill emergency response activities. Ms. Yang coordinated the technical experts and field staff assisting client with multiple work plans preparation required by the EPA Region 5. onsite permitting for water and wetland. manifesting. various agencies communication. and other supporting activities.

Program Manager, Manhard Consulting, Retail Store Phase I/II and Redevelopment Portfolio, Illinois and Indiana. Ms. Yang serves as Principal and Program Manager overseeing the full aspects of the Retail Stores Phase I/II and Redevelopment Portfolio in Greater Chicago and northwest Indiana. Terracon assisted the client with Phase I and II Environmental Site Assessment. evaluation of wetland and endangered species issues. and regulatory issues. Terracon also works with the civil engineers and developers to incorporate the environmental investigation results to site design so cost savings will be achieved during the construction.

Project Director, FDIC, Confidential Former Drycleaners Real Estate Transaction and Remediation, Greater Chicago, Illinois. Ms. Yang serves as Project Director overseeing the project. Terracon services included subsurface investigation. remedial evaluation and design. costing. permitting. field oversight. SRP reporting. IEPA coordination. and public outreach.

Program Manager, Major Oil and Gas Company Legacy Sites Liability Reduction and Compliance Portfolio, Illinois, Indiana, Wisconsin, Minnesota, Ohio, Pennsylvania, West Virginia, New York, North Carolina, South Carolina, Tennessee, Florida, and Nebraska. Program manager for a nation-wide petroleum/agricultural portfolio including service stations. terminals. bulk plants and former agricultural facilities. Led a cross functional. cross-regional team to assist the client to reduce its contaminated assets. The Program was a long term program to assess. remediate. and receive regulatory closure of the sites. Responsible for management and technical oversight of up to 6 project managers and other support staff conducting assessment and remediation of 40 legacy sites. Remedial/site closure strategies and pilot testing employed to date have included multi-phase extraction and treatment. air sparging and soil vapor extraction. groundwater pump and treat. soil excavation and disposal. bioremediation. monitored natural attenuation. and risk assessment to close sites. Regulatory agency closure has been achieved on 20 sites in the eastern United States.

Account Manager, Major Utility Company, Illinois. Account Manager for a Utility Client. Led the team assisting client with its stormwater/wetland permitting program. industrial hygiene needs. and greenhouse gas and carbon footprint reduction initiatives. Responsible for all project execution. health and safety. meeting client business objectives. construction and activity schedules. and cost effectiveness. Spearheaded Client/Consultant joint community services including Annual Earth Day fund raising and local prairie development.

EXHIBIT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT A
LEGAL ACTION**

Firm Name: Terracon Consultants, Inc.

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

For any questions answered "Yes" see attached litigation statement

| 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts? | <input 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
| Has the firm or venture ever failed to complete any work awarded to it? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



Litigation Statement

Terracon is a large engineering firm specializing primarily in geotechnical, environmental, and construction materials testing and we perform tens of thousands of projects nationwide. Given the large volume of projects we perform annually, we are subject to periodic claims and litigation. The number of claims received annually is a very small percentage of the overall number of projects performed, well less than 0.5% of the total.

As a large firm performing many projects, on very rare occasions we have terminated services on our projects prior to project completion. These situations usually arise from a failure to pay for those services, or from decisions to reduce our scope of service to the point where we are no longer comfortable, from a professional perspective, with the continuation of our services on a project. Again, we would stress that we perform several thousand projects annually and these situations arise very rarely and only after thorough efforts to reasonably resolve these issues.

Terracon carries a robust program of insurance to protect us and our clients when applicable against claims arising out of our services. The majority of our reported claims are not ultimately pursued against Terracon. In the claims that are pursued, Terracon has been very successful in defending itself against claims and in many of these cases, has been able to be completely vindicated. None of our claims have in the past impacted or are estimated in the future to impact either the financial strength of our company or the ability to provide quality services to our clients.

Due to the confidentiality and sensitivity of claim information, Terracon does not provide specific information on individual claims or litigation. If you have any specific questions or concerns about this disclosure, feel free to contact us to discuss further.

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 Linda Yang, P.G., as Sr. Principal/Office Manager
Name Title

and on behalf of Terracon Consultants, Inc.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: Terracon Consultants, Inc.
2. Address: 650 W. Lake Street, Suite 420, Chicago, IL 60661
3. Telephone: 312.575.0014 Fax: 312.575.0111
4. FEIN: 42-1249917 SSN: _____
5. Nature of transaction (check the appropriate box):

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

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

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture
- Limited Liability Company
- Limited Liability Partnership
- Not-for-profit Corporation
- Other: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Deleware
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 attachment 1 | |
| | |
| | |
| | |
| | |

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

| Name | Address | Ownership Interest Percentage |
|-----------|--------------------------------|-------------------------------|
| TSVC Inc. | 18001 W. 106th St., Olathe, KS | 100% |
| | | |
| | | |
| | | |
| | | |

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

PARTNERSHIPS

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

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

SOLE PROPRIETORSHIP

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

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

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

| Name(s) of Principal(s) |
|-------------------------|
| |
| |
| |
| |
| |

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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/FEES

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

Linda Yang

Name of Authorized Officer (Print or Type)

Senior Principal

Title

630.717.4263

Telephone Number

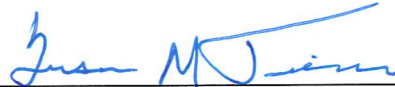
State of Illinois

County of DuPage

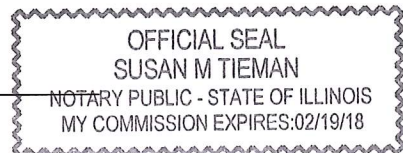
Signed and sworn to before me on this 8th day of March, 2016 by

Linda Yang (Name) as Sr. Principal (Title) of

Terracon Consultants, Inc. (Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal



Terracon Consultants, Inc. (TCI) Directors and Officers

Board of Directors

David R. Gaboury (CORP), Chair
C. Harold Cobb (HOU)
Michael E. Covert (CORP)
Robert W. Pavlicek (RAL)

Corporate Officers

David R. Gaboury (CORP), President
Donald J. Vrana (CORP), Executive Vice President, Treasurer
Douglas D. Loveridge (CORP), Vice President, Assistant Secretary/Assistant Treasurer
Michael J. Yost (CORP), Vice President, General Counsel
E. Lynn Price (CORP), Secretary

George D. Cozart (AUS), Executive Vice President
Jamal Najm (ATL), Executive Vice President
Michael J. O'Grady (CORP), Executive Vice President
M. Gayle Packer (CORP), Executive Vice President, General Counsel
Swaminathan "Vasan" Srinivasan (OCY), Executive Vice President

Joe L. Aldern (OCY), Senior Vice President
Tim W. Anderson (PHO), Senior Vice President
William J. Brickey (CHA), Senior Vice President
Matthew A. Catlin (STL), Senior Vice President
William R. Christopher (CH3), Senior Vice President
C. Harold Cobb (HOU), Senior Vice President
Michael E. Covert (CORP), Senior Vice President
Victor R. Donald (BTR), Senior Vice President
Alain J. Gallet (BIR), Senior Vice President
André M. Gallet (CDR), Senior Vice President
Alex A. Goharioon (ATL), Senior Vice President
David D. Harwood (CORP), Senior Vice President
Douglas J. Jobe (FTC), Senior Vice President
Kevin F. Langwell (CORP), Senior Vice President
Joseph W. Marsh (LEN), Senior Vice President
Maroun Moussallem (DEN), Senior Vice President
Robert W. Pavlicek (RAL), Senior Vice President
Jeffrey C. Roberts (HOU), Senior Vice President
Ryan R. Roy (MAN), Senior Vice President
Kevan D. Sharp (CORP), Senior Vice President
Jack L. Spriggs (DAL), Senior Vice President

Richard G. Acree (WIN), Vice President
Mickey H. Barrett (JA1), Vice President
Matt Beheshti (CORP), Vice President
James G. Bierschwale (AUS), Vice President
Robert M. Cords (JA1), Vice President
Chuck A. Gregory (SAN), Vice President
Michael H. Homan (TUL), Vice President

Terracon Consultants, Inc. (TCI)

Directors and Officers

Corporate Officers (continued)

John T. Juenger (HOU), Vice President
Eric D. Kunz (SEA), Vice President
Timothy G. LaGrow (NAS), Vice President
Richard A. Minichiello (FTL), Vice President
Terrell W. Rippstein (BIR), Vice President
R. Jackson Scott (CIN), Vice President
James M. Schmidt (SEA), Vice President
Michael W. Schrum (CHA), Vice President
Richard M. Simon (JAC), Vice President
Chris S. Srock (ATL), Vice President
David M. Svingen (OMA), Vice President
Kent R. Wheeler, (SLC), Vice President
Vanessa D. Zambo (CORP), Vice President

TSVC, Inc.

Directors, Officers, Committees and Trustees

Board of Directors

David R. Gaboury (CORP), Chair
George D. Cozart (AUS)
Robert L. Herchert (External Director)
Albert B. Malmsjo (External Director)
Jamal Najm (ATL)
Michael J. O'Grady (CORP)
M. Gayle Packer (CORP)
Vasan Swaminathan (OCY)
Nancy Tuor (External Director)
Donald J. Vrana (CORP)

Board Committees

Executive Compensation Committee

Robert L. Herchert, External Director, Chair
Albert B. Malmsjo, External Director
Thomas J. O'Neill, External Director

Terracon Political Action Committee Board

Donald J. Vrana (CORP), Chair
George D. Cozart (AUS)
Jamal Najm (ATL)
Swaminathan "Vasan" Srinivasan (OCY)

Terracon Foundation Board

Craig K. Denny (LEN), Chair
William R. "Reg" Christopher (CHA)
Michael M. Homan (TUL)
Aaron J. Muck (CIN)
M. Gayle Packer (CORP)
Craig S. Pruett (DEN)
Kristi J. Tahmasiyan (CORP)

Corporate Officers

David R. Gaboury (CORP), CEO, President
Donald J. Vrana (CORP), CFO, Treasurer
E. Lynn Price (CORP), Secretary
Douglas D. Loveridge (CORP), Assistant Secretary/Treasurer
M. Gayle Packer (CORP), CAO, General Counsel
Michael J. Yost (CORP), General Counsel

TSVC, Inc.
Directors, Officers, Committees and Trustees

Corporate Committees

Human Resource Policies and Benefits Committee

John K. Prutsman (CORP), Chair
David R. Gaboury (CORP)
Joseph W. Marsh (CORP)
Michael J. O'Grady (CORP)
M. Gayle Packer (CORP)
Jack L. Spriggs (DAL)
Donald J. Vrana (CORP)

Information Technology Steering Committee

Jason A. Kephart (CORP), Chair
David R. Gaboury (CORP)
David D. Harwood (DEN)
Joseph W. Marsh (LEN)
Jamal Najm (ATL)
M. Gayle Packer (CORP)
Donald J. Vrana (CORP)

Trustees

401(k)/ESOP Plan Trustees and Administrative Committee

Donald J. Vrana (CORP), Chair
William R. "Reg" Christopher (CHA)
David R. Gaboury (CORP)
André M. Gallet (CDR)
Robert W. Pavlicek (RAL)

**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 Douglas Loveridge, as Principal/Assistant Secretary
Name Title

and on behalf of TSVC, Inc.
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: TSVC, Inc.
2. Address: 18001 W. 106th Street, Olathe, KS 60661
3. Telephone: 913.577.0302 Fax: 913.599.0324
4. FEIN: 06-1664428 SSN: _____
5. Nature of transaction (check the appropriate box):

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

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

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture
- Limited Liability Company
- Limited Liability Partnership
- Not-for-profit Corporation
- Other: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B
DISCLOSURE AFFIDAVIT**

CORPORATIONS AND LLC'S

1. State of Incorporation or organization: Deleware
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 |
|----------------------|-------------------------------|
| David R. Gaboury | President |
| Donald J. Vrana | Treasurer |
| E. Lynn Price | Secretary |
| Douglas O. Loveridge | Assistant Secretary/Treasurer |
| | |

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

| Name | Address | Ownership Interest Percentage |
|------|---------|-------------------------------|
| | | |
| | | |
| | | |
| | | |

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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 |
|------|---------|
| | |
| | |
| | |
| | |
| | |

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**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/FEES

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

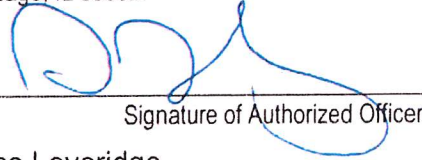
The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which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

Douglas Loveridge

Name of Authorized Officer (Print or Type)

Senior Principal

Title

913.577.0302

Telephone Number

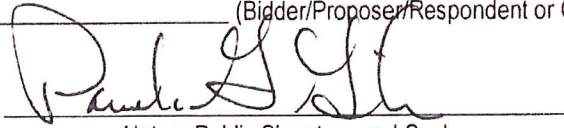
State of Kansas

County of Johnson

Signed and sworn to before me on this 9 day of March, 2016 by

Douglas Loveridge (Name) as Asst. Supt. (Title) of

TSVC, Inc (Bidder/Proposer/Respondent or Contractor)



Notary Public Signature and Seal

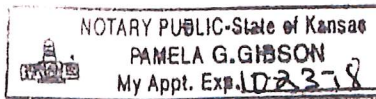


EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

**EXHIBIT C
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

PS2061G

Description of goods or services to be provided under Contract:

Environmental Renovation/Demolition Services

Name of Consultant: Terracon Consultants, Inc.

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

**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

March 8, 2016

Date

Linda Yang, P.G.


Name (Type or Print)

Senior Principal

Title

Subscribed and sworn to before me

this 8th day of March 2016



Notary Public

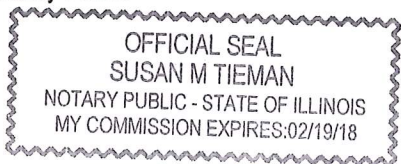


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

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

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

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

4. Determining MBE/WBE Utilization

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

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

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

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

5. Submission of Bid Proposals

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

6. Evaluation of Compliance Proposals

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

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

- 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.

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

- 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.

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

- 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.

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

- 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.

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

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

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

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

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

13. Non-Compliance

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

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

14. Severability

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

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

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

1. Name of Joint Venture _____

2. Address of Joint Venture _____

3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

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.

PS20261G

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

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

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

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

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

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

A. Financial decisions: _____

B. Management decisions such as:

1. Estimating: _____

2. Marketing/Sales: _____

C. Hiring and firing of management personnel: _____

D. Purchasing of major items or supplies: _____

E. Supervision of field operations: _____

F. Supervision of office personnel: _____

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

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

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

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

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title
Senior Principal

Title

Date
State of _____ County of _____

Date
State of _____ County of _____

On this ____ day of _____, 20____
before me appeared (Name)

On this ____ day of _____, 20____
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:
(SEAL)

Commission expires:
(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)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE _____

Phone

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 ____