



**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 (PS3081E)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**ENVIRONMENTAL DESIGN INTERNATIONAL, INC.**

**FOR**

**ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081E)**

**Public Building Commission of Chicago**

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

<b>FIRM NAME:</b>	Environmental Design International, Inc.
<b>CONTACT NAME:</b>	Leslie J. Sawyer
<b>CONTACT TELEPHONE:</b>	312-345-1400
<b>CONTACT EMAIL:</b>	<a href="mailto:lsawyer@envdesigni.com">lsawyer@envdesigni.com</a>
<b>ADDRESS:</b>	33 West Monroe Street, Suite 1825 Chicago, Illinois 60603

**Mayor Brandon Johnson**  
Chairman

Ray Giderof  
Acting Executive Director

**TABLE OF CONTENTS**

Execution Page.....3

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

Schedule B – Scope of Services .....11

Schedule C – Compensation of the Consultant .....15

Schedule D – Insurance Requirements .....17

Schedule E – Key Personnel .....22

Attachment A – Legal Actions .....42

Attachment B – Disclosure Affidavit .....44

Attachment C – Disclosure of Retained Parties .....52

Attachment D – Special Conditions for the Utilization of MBE/WBE Firms .....55

**EXECUTION PAGE**  
**ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES – PS3081E**

**THIS AGREEMENT** effective as of January 1, 2024, 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 **Environmental Design International, Inc.** with offices at 33 West Monroe Street, Suite 1825, Chicago, Illinois 60603 (the "**Consultant**").

**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-- PS3081E**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

  
Mayor Brandon Johnson  
Chairman

Date: 1/9/2024

**ATTEST:**

Mary Pat Witzy  
Mary Pat Witzy  
Secretary

Date: 1/9/2024

**CONSULTANT: Environmental Design International, Inc.**

  
President or Approved Signatory

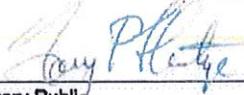
Date: 1/2/2024

**AFFIX CORPORATE  
SEAL, IF ANY, HERE**

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Leslie J. Sawyer and Joan Mazurek  
on behalf of Consultant this 2nd day of January, 2024.

  
Notary Public  
My Commission expires: 7/13/2025  
(SEAL OF NOTARY)



**Approved as to form and legality:**

Anne L. Zredd  
Neal & Leroy, LLC

Date: 1/8/2024

**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, attachments 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. **e-Builder System** or **e-Builder** 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 [https://www.pbcchicago.com/wp-content/uploads/2017/05/RES\\_PBC\\_eccr\\_CodeofEthicsConsolApril-2013\\_20130405.pdf](https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_eccr_CodeofEthicsConsolApril-2013_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. **e-Builder 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 e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder 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 e-Builder 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 three (3) 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 e-Builder.** 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 e-Builder 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 e-Builder 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 SCHEDULE D.

**12. Default.**

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

- i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;
- ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
- iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
- iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or
- v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

- b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

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

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

access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

14. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.
15. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]
16. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.
17. **Miscellaneous.**
  - a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
  - b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
  - c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
  - d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
  - e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
  - f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
  - g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
  - i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **SCHEDULE B SCOPE OF SERVICES**

### **4.1 Intent**

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 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).

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, at a minimum, 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 PBC's electronic file management system for use by the PBC's project team.

#### **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 and/or collection of paint chip samples from painted surfaces in the structure to be renovated/demolished. This survey shall be conducted by an IDPH licensed lead inspector and/or risk assessor.

The Consultant shall provide draft and final reports to the PBC for review and comment that shall consist of, at a minimum, the name of the lead inspector, 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 or concentration, 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 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 PBC's electronic file management system for use by the PBC's project team.

#### **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, universal wastes, 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 PBC's electronic file management system for use by the PBC's project team.

## **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 for project-specific abatement work. ACM abatement plans shall be reviewed and approved by an IDPH licensed asbestos project designer. 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 identified on its team.

The Consultant shall provide draft and final copies of the abatement specifications and drawings to the PBC for review and comment. 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 PBC's electronic file management system for use by the PBC's project team.

### **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 e-Builder 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. 4. The Consultant shall coordinate with Renovation/Demolition Contractors on-site and shall maintain all submittal records and upload them to PBC's electronic file management system 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/citations, 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 jobsite.
3. The ASP/PM shall conduct containment inspections.
4. The ASP/PM shall inspect the work areas and abatement procedures for compliance with applicable regulations.
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 specifications and applicable regulations.
8. The ASP/PM shall conduct air monitoring in accordance with 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), using National Institute for Occupational Safety and Health (NIOSH) Method 7400, and Transmission Electron Microscopy (TEM), using AHERA protocols, in accordance with applicable regulations.
9. The Consultant shall assist in the coordination of asbestos abatement activities 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/PM 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 and/or risk assessors who shall coordinate daily work activities with the Renovation/Demolition General Contractor and their Lead Abatement subcontractor. 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 jobsite.
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.

7. Before a work area may be released for re-occupancy, the Consultant shall provide the following services:
  - a. 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.
  - b. Lead dust levels on horizontal surfaces are tested and determined to be below applicable regulatory requirements and/or industry standards. All environmental lead samples must be submitted and analyzed by an accredited laboratory, as defined in the regulations.
  - c. 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, as applicable, before being released from the work area and allowing the work area for re-occupancy and removing the isolation barriers.
8. The Consultant shall assist in the coordination of asbestos abatement activities. 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.
9. 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:
  - a. Summary of work by building, including summaries of abated materials;
  - b. Company and lead inspector name and license;
  - c. Date and time of activities;
  - d. Sampling methods used;
  - e. Lead 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; and
  - k. 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.

The Commission reserves the right to add, delete, alter, change, or otherwise modify the services required to be performed by the Selected Respondent.

**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 e-Builder, 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**

**Environmental Design International inc.**

**LOADED HOURLY RATES**

**ENVIRONMENTAL CONSULTING SERVICES RENOVATION AND DEMOLITION - PS3081E**

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.

<b>Job Title</b>	<b>Unit</b>	<b>Hourly Rates</b>
<b>Assessment/Project Management Services</b>		
A Senior Project Manager	Per hour	\$ 158.00
B Project Manager	Per hour	\$ 135.00
C Field Services Supervisor	Per hour	\$ 90.00
D Clerical	Per hour	\$ 65.00
E Licensed Professional Engineer, PE	Per hour	\$ 158.00
F Environmental Scientist (40hr HAZWOPPER)	Per hour	\$ 117.00
G Environmental Technician	Per hour	\$ 90.00
H CADD Operator	Per hour	\$ 85.00
I Certified Industrial Hygienist	Per hour	\$ 145.00
J Licensed Asbestos Management Planner	Per hour	\$ 100.00
K Licensed Asbestos Project Manager	Per hour	\$ 115.00
L Licensed Asbestos Air Sampling Professional	Per hour	\$ 90.00
M Licensed Lead Inspector	Per hour	\$ 90.00
N Licensed Risk Assessor	Per hour	\$ 90.00
O Certified Hazardous Materials Manager	Per hour	\$ 125.00
P Clerical/Administrative	Per hour	\$ 65.00
Q [Insert Other Title Here]	Per hour	\$ -
R [Insert Other Title Here]	Per hour	\$ -
S [Insert Other Title Here]	Per hour	\$ -
<b>Environmental Design Services</b>		
A Environmental Engineer P.E.	Per hour	\$ 158.00
B CAD Specialist	Per hour	\$ 85.00
C Drafting Technician	Per hour	\$ 70.00
D Clerical/Administrative Staff	Per hour	\$ 65.00
E Project Manager	Per hour	\$ 135.00
F Sr. Project Designer	Per hour	\$ 158.00
G Licensed Asbestos Designer	Per hour	\$ 140.00
H Lead Design	Per hour	\$ 130.00
I Hazardous Materials Design	Per hour	\$ 125.00
J [Insert Other Title Here]	Per hour	\$ -
K [Insert Other Title Here]	Per hour	\$ -

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

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission 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. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, the Board of Education of the City of Chicago, the City of Chicago, and any other User Agency or Owner and each of their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Commission, the Board of Education of the City of Chicago, the City of Chicago and any other User Agency or Owner do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

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

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**





**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA LLC.		NAMED INSURED Environmental Design International, Inc. 33 West Monroe Street, Suite 1825 Chicago, IL 60603-5326	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

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

Professional Liability  
 Carrier: Crum and Forster Specialty Insurance Company  
 Policy Number: PKC-114462  
 Effective Date: 07/16/2023  
 Expiration Date: 07/16/2024  
 Limit: \$5,000,000 Occurrence / \$5,000,000 Aggregate  
 Retroactive Date - 2/22/1991

Contractors Pollution Liability  
 Carrier: Crum & Forster Specialty Insurance Company  
 Policy Number: PKC-114462  
 Effective Date: 07/16/2023  
 Expiration Date: 07/16/2024  
 Limit: \$5,000,000  
 Deductible: \$25,000

COI\_EnvironmentalDesignIntl\_PS3081E\_EnvRenoDemoSvcs\_JLB\_20240716

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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## 2. Key Personnel & Licenses

Personnel	Years of Experience	Current Position	Asbestos Inspections	Lead Inspections	Hazardous waste inspections	Asbestos abatement design drawing preparation	Lead abatement design drawing preparation	Asbestos abatement specification preparation	Lead abatement specification preparation	Hazardous (and non-hazardous) waste removal activity oversight	Asbestos abatement oversight	Lead abatement oversight	QA/QC Technical Review
Jose Aguilera	20	Project Manager Industrial Hygiene	X	X	X		X	X	X	X	X	X	X
Gary P. Flentge, MPH, LEHP, REPA, CSECO	34	Vice President, Business Development and Health & Safety Officer	X	X	X	X	X	X	X	X	X	X	X
Eric Moore	18	Senior Industrial Hygienists	X	X	X		X	X	X	X	X	X	X
Felix R. Moran, PE	26	Industrial Hygiene Department Manager				X				X			X
Kehinde Olagunju	7	Environmental Scientist, Industrial Hygienist	X	X	X		X	X	X	X	X	X	

Resumes and licenses in alphabetical order for the staff named above follow this page.

## JOSE G. AGUILERA

PROJECT MANAGER INDUSTRIAL HYGIENE



Mr. Aguilera has over 20 years of experience in the Construction, Industrial Hygiene and Environmental field. His areas of knowledge include the following: Asbestos Project Management, Indoor Air Quality Monitoring and Assessment, Residential and Commercial Building Inspections, Lead-Based Paint Project Management, Air Monitoring. Mr. Aguilera is also responsible for cost estimation, survey, sampling protocols, exposure/risk assessment, remedial action recommendations, contractor oversight, abatement bid specification preparation, operations and maintenance program development, and awareness training. Mr. Aguilera has also been trained in the field of construction management subsurface soil investigations, air, and groundwater sampling; air monitoring; and environmental and land surveying.

### Key Projects

**Public Building Commission of Chicago (PBC), Thomas Waters Elementary School Annex & Renovation, Construction Oversight Services, Chicago, IL (March 2019 – Present) Project Manager.** EDI is contracted by PBC to perform construction oversight for the construction of a new annex building at Waters Elementary School. Provide construction oversight, including segregation of clean construction and demolition debris (CCDD) material. *Mr. Kerl LaJeune, 50 West Washington Street, Room 200, Chicago, IL 60602, (312) 744-9296*

**Public Building Commission of Chicago, (PBC) Various Sites (November 2017), Chicago, Illinois, Environmental Inspection.** Mr. Aguilera is currently providing client contact, document review, project management, and field support for several facilities. EDI was retained by PBC to conduct a hazardous materials survey of asbestos-containing materials (ACM), lead-based paint (LBP), mercury-containing devices, and PCB-containing devices. *Ms. LeeAnn Tomas-Foster, Deputy Director for Environment, and Mr. Brian W. Pirok Project Manager, 50 West Washington Street, Room 200, Chicago, IL 60602, (312) 744-9281 and (312) 744-9431*

**Public Building Commission of Chicago, (PBC) Various Sites (March 2015 – June 2017), Chicago, Illinois, Environmental Inspection.** Mr. Aguilera is currently providing client contact, document review, project management, and field support for the hazardous material survey investigation for the Lindblom Math and Science Academy Parking Lot. EDI was retained by PBC to conduct a hazardous materials survey of asbestos-containing materials (ACM), lead-based paint (LBP), mercury-containing devices, and PCB-containing devices as part of planned demolition of the properties located at the proposed new parking lot. *Ms. LeeAnn Tomas-Foster, Deputy Director for Environment, and Mr. Brian W. Pirok Project Manager, 50 West Washington Street, Room 200, Chicago, IL 60602, (312) 744-9281 and (312) 744-9431*

**Public Building Commission of Chicago, (PBC) Various Sites (November 2017), Chicago, Illinois, Environmental Inspection.** Mr. Aguilera is currently providing client contact, document review, project management, and field support for the Ebinger Elementary School. EDI was retained by PBC to conduct oversight of soil removal for the new annex. *Ms. LeeAnn Tomas-Foster, Deputy Director for Environment, and Mr. Brian W. Pirok Project Manager, 50 West Washington Street, Room 200, Chicago, IL 60602, (312) 744-9281 and (312) 744-9431*

**Chicago Transit Authority (CTA) Red and Purple Line Modernization (RPM)– Design Build, Environmental Services, (March 2019 to Present) Chicago, IL, Project Surveyor.** Mr. Aguilera conducted asbestos, lead based paint and hazardous material survey throughout the proposed modernization project including CTA stations, supporting structures and railroad. Mr. Aguilera is also providing survey results interpretation and providing support for the duration of the project.

### EDUCATION

International Business College 1990-1994.  
Business Program

### LICENSES

Asbestos Air Sampling Professional, Project Manager, and Inspector Midwest region

Illinois Lead Risk Assessor

Indiana Asbestos Building Inspector, Wisconsin Asbestos Building Inspector and Supervisor.

### CERTIFICATES

NIOSH #582  
Illinois, Indiana and Wisconsin Asbestos Abatement and Lead Professional Licenses, Asbestos Confined Space Entry, HAZWOPER, CPR/ First Aid, EPA START Emergency Response



**Jones Lang LaSalle (JLL) for Confidential Client, Environmental Services Contract (2010 – present), Various Locations.** Mr. Flentge served as the Senior Technical manager and principal environmental health practitioner for health and safety related project for a confidential client through JLL. EDI is providing comprehensive environmental consulting services to Jones Lang LaSalle, primarily at client locations under development or renovation throughout the Chicago and greater Midwest geographic area. To date, projects have included environmental conditions including asbestos, lead, universal waste, Phase I Environmental Site Assessment (ESAs); desk review environmental audits; removal of underground storage tank (UST) and associated IEPA LUST Closure Reporting; the removal, the disposal of drums containing boiler room chemicals and other stored universal waste/hazardous materials; indoor air quality assessment and other general environmental consulting services as needed. *Mr. Mark Seper, Jones Lang LaSalle, 503 N. Washington, Naperville, IL 60563, (630) 946-3861.*

**Red and Purple Line Modernization Program – Chicago Transit Authority (CTA) Design Build (2019 – 2024)** EDI is supporting the Design-Build team with Stantec and Walsh/Fluor for the renovation and improvements to the CTA Red and Purple line as part of their modernization program. Mr. Aguilera provided environmental services including asbestos, lead based paints and coatings, and other hazardous materials that are impacted by the modernization. EDI will continue to support the design-build project through completion of the anticipated 5-year modernization efforts. *Mr. Toby Hannson, Stantec, 224 South Michigan Avenue, Suite 1400, Chicago, Illinois, 60604-2590, (312) 554-1400, [Toby.hannson@stantec.com](mailto:Toby.hannson@stantec.com)*

**Jones Lang LaSalle Americas, Inc. for Confidential Client, Environmental Consulting (2013 to Present), Project Manager.** Mr. Aguilera provides client contact, project management, scope of work preparation for various projects ranging from conducting building inspections to oversight and removal of asbestos containing materials from various store locations throughout Wisconsin, Indiana, and Illinois. Mr. Aguilera is also responsible for conducting on site environmental inspections, project management, monitoring emissions, conducting on site analyses of the air monitoring media, conducting visual inspections of the work area, and assuring that correct work methods are being applied by the contractors per regulations, collect clearance samples from abatement work. *Ms. Janelle Brown, EHS Manager (630) 946-3861.*

**Chicago Housing Authority (CHA) Various Environmental Task Orders (2017 – Present).** EDI was retained by the Chicago Housing Authority (CHA) to provide environmental oversight, monitoring and clearance during ACM abatement at several CHA-owned residential properties located in Chicago. The projects are located within occupied CHA multi-story residential buildings. As such, abatement often must be conducted in a phased approach, allowing for the relocation of residents as work progresses. EDI is providing abatement contractor submittal reviews and daily abatement oversight to include the collection air clearance samples. At project completion, EDI will provide a report containing pertinent documentation, appendices, photographs, logs, and sampling data to the CHA. *Ms. Cynthia Brewer, Project Manager, 60 East Van Buren, 11th Floor, Chicago, IL 60605, Phone: 312-913-7344, Fax: 312-913-7631*

**Chicago Housing Authority Asbestos and Lead-based Inspections, Chicago, Illinois – (October 2017 to present), Industrial Hygienist.** EDI is conducting asbestos and lead-based paint inspections several developments. The inspection includes visual assessments of the condition of the suspect materials, and floor plans of each unit identifying the room and locations where each sample was taken. Since these units are occupied, the work requires careful coordination with CHA so residents can be notified. Mr. Aguilera is providing field services for these task orders. *Ms. Cynthia Brewer Chicago Housing Authority 60 East Van Buren Street, 13<sup>th</sup> Floor, Chicago, IL, 60604, (312) 913-7358*

**University of Illinois at Chicago Wardall Hall Renovation, Chicago, Illinois – Abatement Project Oversight (June 2020-August 2020). Field Operations.** This project included an interior renovation and removal asbestos containing materials (ACM) in preparation for fire prevention upgrades. EDI performed abatement oversight and air monitoring. *Mr. Brad Appier, Associate Director, Project Management Services 1140 South Paulina Street, Room 212, Chicago, IL 60612-7215, Phone (312) 996-1051 Fax, 312-996-2853*



**LEAD RISK  
ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES
009320	1/19/2023	1/31/2024

Jose G Aguilera  
2652 S. Central Park Ave.  
Chicago, IL 60623



ILLINOIS LEAD PROGRAM  
Environmental Health

Alteration of this license shall result in legal action  
**RISK ASSESSOR CERTIFICATE EXPIRES**

**2/11/2025**

This license issued under authority of the State  
of Illinois -Department of Public Health

This license is valid only when accompanied by  
a valid training course certificate

If found return to 525 W. Jefferson St Springfield, IL 62761



## GARY P. FLENTGE, MPH, LEHP, REPA, CESCO

VICE PRESIDENT, BUSINESS DEVELOPMENT & HEALTH & SAFETY OFFICER



Mr. Flentge is a Licensed Environmental Health Practitioner with more than 34 years of experience managing multifaceted environmental and public health and safety regulatory programs.

Mr. Flentge has supported clients and projects across a multitude of focus areas including retail, commercial, energy-sector, industrial and manufacturing facilities; and, he has directed regulatory compliance programs for state and federal government mandated environmental programs. His areas of expertise include regulatory compliance for diverse environmental laws and regulations including airborne toxins and other environmental contaminants; hazardous substance abatement at hazardous waste and construction/demolition sites; environmental health assessments; OSHA and EPA regulations; quality assurance/quality control; employee training; environmental training and development and implementation of emergency preparedness programs. Mr. Flentge has extensive experience of policy/legislative process, environmental rulemaking and negotiation and has served on legislatively mandated advisory boards and commissions. He has managed multi-million-dollar, high-profile projects including: hazard investigation; remedial action projects; ambient air monitoring programs; regulatory compliance; hazardous material responses; emergency preparedness incident responses; remediation; drinking water investigation; human health risk assessments; remedial design and implementation; health and safety training; building assessment, design, and decontamination; and site-specific health and safety plans. Mr. Flentge also maintains registration as a Registered Environmental Property Assessor (REPA) and is a Certified Environmental and Safety Compliance Officer (CESCO), and an assortment of industry specific licensure.

### Key Responsibilities

**Vice President of Business Development/Marketing Director, Environmental Design International inc. (September 2019 to present).** Business development, client engagement and partnership development. Responsible as point-of-contact for new business relationships and opportunity pursuit discussion and team building. Proposal management, corporate communications, and administrative support for technical staff. Provide research, market assessment and forecasting for future company pursuit and development of geographic expansion and business growth.

### REPRESENTATIVE ASSESSMENT AND REMEDIATION PROJECT EXPERIENCE

**Public Building Commission of Chicago, Various Sites, Chicago, Illinois. (April 2009 – 2022),** Mr. Flentge served as the Senior Technical manager and principal environmental health practitioner for health and safety related project for PBC related project scope. EDI is providing comprehensive environmental consulting services to PBC at locations under development or renovation throughout the Chicago area. To date, projects have included the Phase I Environmental Site Assessment (ESAs); removal of underground storage tank (UST) and associated IEPA LUST Closure Reporting; the removal, and disposal oversight of universal waste/hazardous materials; asbestos inspection and abatement oversight/air sampling; indoor air quality assessment and other general environmental consulting services as needed. *Ms. LeeAnn Tomas-Foster, Deputy Director for Environment, 50 West Washington Street, Room 200, Chicago, IL 60602, (312) 744-9281.*

#### EDUCATION

Master of Public Health,  
University of Illinois  
Bachelor of Science,  
Environmental Design,  
University of Oklahoma

#### ADVISORY BOARDS & COMMITTEES

ACEC IL IEPA/IDNR  
Committee  
ACEC IL Capital Development  
Board Committee  
ACEC IL USACE Chicago  
Committee  
ACEC IL MWRD Committee  
ACEC IL Tollway Committee  
ACEC IL Cook County  
Department of Transportation  
and Highways Committee  
ACEC IL City of Chicago  
Agencies Committee  
ACEC IL Business  
Development Committee

#### CERTIFICATES AND LICENSES

Licensed Environmental Health  
Practitioner; (LEHP)  
Registered Environmental  
Property Assessor (REPA).  
Certified Environmental and  
Safety Compliance Officer  
(CESCO).  
FEMA, ISO-00100, ISO-00200,  
ISO-00700, ISO-00800.  
OSHA 40-Hour Certified  
Hazardous Waste Operator.  
OSHA 8-hour Supervisor.  
OSHA 10-Hour H&S.  
Licensed Asbestos  
Professional: Illinois; Iowa;  
Maryland (inactive); Michigan;  
Ohio; and Wisconsin  
Licensed Lead Professional  
Illinois  
Illinois Certified Pool Operator

#### AWARDS

IDPH Exceptional Achievement  
Award, Hurricane Katrina  
Relief, 2005

#### ASSOCIATIONS

Member, Society for  
Marketing Professional  
Services (SMPS) Chicago  
Chapter  
Member, Society of  
American Military Engineers  
(SAME)  
Member, PSMJ Resources,  
Inc.  
Member, Airport Minority  
Advisory Council  
Member, Illinois Road, and  
Transportation Builders  
Association (IRTBA)



**Metra Industrial Hygiene Services, Various Locations (2016 to 2019).** As a subconsultant to RPS Gaiatech, EDI has completed lead-based paint (LBP) inspections and asbestos air clearances after asbestos remediation was completed within the train cars being serviced and/or upgraded. EDI also performed silica air monitoring while Metra workers laid new rock down for the rail lines. In addition, EDI provided LBP mitigation support at Metra's Crystal Lake Station and provided LBP testing at Metra's corporate offices. *Mr. Jeffery Menter, RPS GaiaTech, Corporate Real Estate, 135 S. LaSalle St., Chicago, IL, 60603, Phone: 262-909-2367, Fax: 312-262-4325, [Jeff.menter@rpsgroup.com](mailto:Jeff.menter@rpsgroup.com)*

**Red and Purple Line Modernization Program – Chicago Transit Authority (CTA) Design Build (2019 – 2024)** EDI is supporting the Design-Build team with Stantec and Walsh/Fluor for the renovation and improvements to the CTA Red and Purple line as part of their modernization program. Mr. Flentge provided sr. technical leadership and quality assurance and quality control review for our environmental services including asbestos, lead based paints and coatings, and other hazardous materials that are impacted by the modernization. EDI will continue to support the design-build project through completion of the anticipated 5-year modernization efforts. *Mr. Toby Hannson, Stantec, 224 South Michigan Avenue, Suite 1400, Chicago, Illinois, 60604-2590, (312) 554-1400, [Toby.hannson@stantec.com](mailto:Toby.hannson@stantec.com)*

**McGaw YMCA Renovation, Environmental Consulting, Evanston, Illinois (2017 – 2019) Quality Assurance/Quality Control.** EDI was contracted to provide comprehensive environmental consulting for renovation efforts at the McGaw YMCA in Evanston. After completing a limited environmental survey, EDI advised McGaw YMCA on options for remediation or abatement of conditions defined within the residence wing. EDI will provide hazardous materials remediation and abatement specifications and remedial oversight when funding is available. *Thomas G. Hampson, AIA, 1201 B Central Street, Evanston, Illinois 60201*

**Bailey Edward – Chicago Park District's Harrison Park, LaFollette Park, Lincoln Park Cultural Center Environmental Consulting (May 2017 – December 2017), Quality Assurance/Quality Control.** EDI was contracted to provide confirmatory hazardous material sampling, for asbestos, and lead-based paints prior to renovation of these project sites. EDI will further support renovation of the project sites with environmental abatement project design development services and will provide abatement oversight during construction and renovation, as needed. Mr. Flentge is providing Quality Assurance/Quality Control and overall staff management for this work. *Mr. Zachery Clark, AIA, LEED AP, Bailey Edward Design, Inc., 35 East Wacker Drive, Suite 2800, Chicago, IL 60601, Phone: (312) 789-4008, [zclark@baileyedward.com](mailto:zclark@baileyedward.com)*

**exp US Services, Inc., Chicago Transit Authority (CTA) Quincy Station Upgrades, Quality Assurance/Quality Control.** EDI evaluated the Quincy Station Loop buildings for the presence of hazardous materials prior to upgrades pursuant to the American with Disabilities Act. Based on the findings, EDI prepared design specifications and drawings for the planned upgrades of the station. Mr. Flentge is providing Quality Assurance/Quality Control review. *Mindy Viamontes, AIA, Project Manager, exp US Services Inc. 312.616.7786, [Mindy.Viamontes@exp.com](mailto:Mindy.Viamontes@exp.com)*

**exp US Services, Inc., Chicago Transit Authority (CTA) 95th Street Terminal Improvement Project, Quality Assurance/Quality Control.** EDI surveyed the CTA 95th Street Terminal for asbestos-containing material, lead paint and other hazardous materials prior to renovation and construction of terminal improvements. EDI coordinated the survey field activities of the existing stationhouse (north terminal). Based on the findings, EDI prepared design specifications and drawings for the abatement phase of the project to secure bids from contractors. In addition, EDI supported the design team in the determination of excavated excess material to be disposed as Clean Construction or Demolition Debris (CCDD). Mr. Flentge is providing Quality Assurance/Quality Control review. *Mindy Viamontes, AIA, Project Manager, exp US Services Inc. 312.616.7786, [Mindy.Viamontes@exp.com](mailto:Mindy.Viamontes@exp.com)*

**FPDCC Asbestos Surveys for Various Campgrounds (2011) QA/QC.** EDI was retained by the Forest Preserves of Cook County (FPDCC) to complete Limited Asbestos Surveys at select buildings and collect samples to determine asbestos containing materials (ACM) for several FPDCC Campgrounds. The ACM needed to be abated prior to building demolition. *Mr. James Havlat, FPDCC, 536 N. Harlem Ave., River Forest, IL 60305, (708)771-1356 Phone, (708)771-1360 Fax, [James.Havlat@cookcountyil.gov](mailto:James.Havlat@cookcountyil.gov)*



**ASBESTOS  
PROFESSIONAL  
LICENSE**

ID NUMBER	ISSUED	EXPIRES
<b>100 - 03472</b>	<b>3/2/2023</b>	<b>05/15/2024</b>

**GARY P FLENTGE**  
329 PRAIRIEVIEW DR  
OSWEGO, IL 60543

Environmental Health





**LEAD RISK  
ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES
001476	2/17/2023	1/31/2024

**Gary P Flentge**  
329 Prairieview Dr  
Oswego, IL 60543



ILLINOIS LEAD PROGRAM  
Environmental Health



**LEAD SUPERVISOR  
LICENSE**

LEAD ID	ISSUED	EXPIRES
001476	3/6/2023	3/31/2024

**Gary P Flentge**  
329 Prairieview Dr  
Oswego, IL 60543



ILLINOIS LEAD PROGRAM  
Environmental Health

## ERIC MOORE

### SENIOR INDUSTRIAL HYGIENIST



Mr. Moore has 18 years of experience providing environmental consulting and environmental abatement services for various projects. Mr. Moore's roles and responsibilities include a variety of tasks such as project supervision, air sampling, consultation related to Industrial Hygiene and Safety, performing Phase Contrast Microscopy (PCM), and Phase I Environmental Audits. Mr. Moore also has performed inspections and monitored daily abatement/ construction procedures with compliance to E.P.A, OSHA, and U.S Standards, as well as overseeing lead and asbestos abatement projects. His experience performing air monitoring includes but is not limited to gases and vapors, asbestos, heavy metals, heat stress, respirable dust, noise, and ionizing and non-ionizing radiation

### Key Projects

#### **CDB Replace Lower Roofing System, Readiness Center – Galva, IL.**

**(February 2023)** Mr. Moore performed a limited asbestos-containing materials (ACM) survey on the first-floor roof of the building as part of the condition assessment. EDI opened the existing roofing system down to the structural deck to determine the type of existing roof and the number of layers below the top layer. Mr. Moore collected 15 bulk samples from the roof system. Mr. Moore had the bulk samples analyzed for asbestos content by polarized light microscopy (PLM), utilizing a laboratory accredited by the National Institute for Standards and Technology (NIST), and National Voluntary Laboratory Accreditation Program (NVLAP).

**ACH Foods - Summit, IL (August 2022 – October 2022).** Mr. Moore performed inspection work to identify the location and quantity of asbestos-containing material that may be disturbed during the planned demolition of the above-referenced buildings. Responsibilities included building survey work, report preparation, and environmental specification development. Also, was retained to conduct full-time project oversight during the abatement of ACM. Provided management and oversight of onsite technical staff for environmental remediation. Other responsibilities included a collection of samples prior to abatement, on-site coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances of air sampling at the completion of each phase.

**Illinois Youth Center - Warrenville, IL (July 2022 – August 2022).** Mr. Moore performed inspection work to identify the location and quantity of asbestos-containing material and lead-based paint, and other hazardous materials that may be disturbed during the planned renovation of 9 buildings, including dorms and the administration building. Responsibilities included building survey work, report preparation, and environmental specification development.

**UI Health (UIC) - Chicago, IL (August 2022 – September 2022).** Mr. Moore performed inspection work to identify the location and quantity of asbestos-containing material and lead-based paint, and other hazardous materials that may be disturbed during the planned renovation/demolition of the Eye and Ear Infirmary. Responsibilities included building survey work, report preparation, and environmental specification development.

**Old Dominion Freight Line – Forest View, IL. (April 2022 – July 2022).** Mr. Moore's responsibilities included oversight of the general contractor and their sub-contractors, monitoring compliance with OSHA regulations, D.F. Chase Safety requirements, and project safety plans. Mr. Moore reviewed process plans for safety. Mr. Moore performed part-time on-site safety auditing services during the construction of the new facility docks.

**Advocate Illinois Masonic Medical Center – Chicago, IL. (April 2021 – July 2022).** Mr. Moore performed inspection work to identify the location and quantity of visible mold that required remediation

#### LICENSES

Licensed Asbestos Project Manager – IL (2010)

Licensed Asbestos Building Inspector – IL (2008)

Licensed Asbestos Supervisor – IL

Licensed Air Sampling Professional – IL (2010)

Licensed Asbestos Inspector - IN

#### CERTIFICATIONS

Asbestos Fiber Counting (NIOSH 582- Sampling & Evaluating Airborne Asbestos Dust

Certificate OSHA 30-Hour Construction Safety

Certificate NFPA 70-E Training Course

CTA Rail Safety

OSHA 10hrs Construction Safety

OSHA Focus Four Hazards Training Course

Health Hazards in Construction Training Course



prior to the planned renovations of the Creticos Cancer Center. Responsibilities included building survey work, report preparation, and environmental specification development. Also, was retained to conduct full-time project oversight during remediation and mitigation. Provided management and oversight of onsite technical staff for environmental remediation. Other responsibilities included a collection of mold air samples on a bi-weekly basis, on-site coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances of air sampling at the completion of each phase.

**Northwestern Medicine McHenry Hospital – Chicago, IL. (February 2022 – June 2022).** Mr. Moore performed inspection work to identify the location and quantity of asbestos-containing material that may be disturbed during the planned demolition of the above-referenced buildings. Responsibilities included building survey work, report preparation, and environmental specification development. Also, was retained to conduct full-time project oversight during the abatement of ACM. Provided management and oversight of onsite technical staff for environmental remediation. Other responsibilities included a collection of samples prior to abatement, on-site coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances of air sampling at the completion of each phase.

**Northwestern Medicine Acker Building and 860 N. Lake Shore Drive – Chicago, IL. (June 2022 – July 2022).** Mr. Moore performed inspection work to identify the location and quantity of asbestos-containing material that may be disturbed during the planned demolition of the above-referenced buildings. Responsibilities included building survey work, report preparation, and environmental specification development.

**Chicago Transit Authority- Roosevelt and State Station- Chicago, IL. (April 2020 – May 2020).** Mr. Moore's responsibilities included oversight of the general contractor and their sub-contractors, monitoring compliance with OSHA regulations, CTA Safety requirements, and project safety plans. Mr. Moore reviewed process plans for safety. Mr. Moore performed full-time on-site safety auditing services for the replacement of various station components including track replacement and crack injection.

**Chicago Transit Authority- Garfield Station - Chicago, IL. (June 2019 – March 2020).** Mr. Moore's responsibilities included oversight of general contractors and their sub-contractors, monitoring compliance with OSHA regulations, CTA Safety requirements, and project safety plans. Mr. Moore reviewed process plans for safety. Mr. Moore performed full-time on-site safety auditing services for the removal and replacement of various station components including steel erection and building envelope components.



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • [www.dph.illinois.gov](http://www.dph.illinois.gov)

**ERIC D MOORE**  
 3540 HOPEWELL PLACE  
 ELGIN, IL 60124

6/2/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11372

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

**COPY OF THE ASBESTOS PROFESSIONAL LICENSE**

Front of License

Back of License

 <p><b>ASBESTOS PROFESSIONAL LICENSE</b></p>			<p><b>ENDORSEMENTS</b></p> <p>INSPECTOR</p> <p>PROJECT MANAGER</p> <p>AIR SAMPLING PROFESSIONAL</p> <p><b>Alteration of this license shall result in legal action</b>          This license issued under authority of the State of Illinois          Department of Public Health          This license is valid only when accompanied by a valid training course certificate.</p>	<p><b>TC EXPIRES</b></p> <p>2/24/2024</p> <p>3/2/2024</p>
<p><b>ID NUMBER</b> 100 - 11372</p> <p><b>ERIC D MOORE</b>          3540 HOPEWELL PLACE          ELGIN, IL 60124          Environmental Health</p>	<p><b>ISSUED</b> 6/2/2023</p> 	<p><b>EXPIRES</b> 05/15/2024</p> 		

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: [dph.illinois.gov/topics-services/environmental-health-protection/asbestos](http://dph.illinois.gov/topics-services/environmental-health-protection/asbestos)  
 EMAIL Address: [dph.asbestos@illinois.gov](mailto:dph.asbestos@illinois.gov)

**PROTECTING HEALTH, IMPROVING LIVES**

Nationally Accredited by PHAB

**FELIX R. MORAN, PE**  
INDUSTRIAL HYGIENE DEPARTMENT MANAGER



Mr. Moran is an Illinois-registered, Spanish bilingual engineer with over 26 years of experience in environmental, health and safety compliance, investigation, risk assessment, remediation, and construction management. His experience includes with the Clean Air Act (CAA), Clean Water Act (CWA), National Environmental Policy Act (NEPA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Toxic Substances Control Act (TSCA), Occupational Safety and Health Act (OSHA), Department of Transportation (DOT), National Fire Protection Association (NFPA), International Organization for Standardization (ISO) 14001 standard, and Occupational Health and Safety Assessment Series (OHSAS) 18001.

**Key Projects**

**Chicago Transit Authority (CTA) Red Line Extension (RLE) Final Environmental Impact Statement and Preliminary Engineering (2020-2022) Project Manager.** EDI is a member of the team led by T.Y. Lin International Great Lakes, Inc. that was contracted by the CTA to provide services in support of extending the Red Line from its existing terminal at 95th Street south to 130th Street. In addition to land survey services, EDI is providing environmental engineering including Phase I ESAs, NEPA consulting, Phase II ESAs, and development of the Soil Management Plan. *Robert Gorski, P.E., Associate Vice President, TY Lin Great Lakes, International, Inc., 200 S. Wacker Drive, Suite 1400, Chicago IL 60606, 773.515.1207, robert.gorski@tylin.com.*

**University of Illinois – Urbana: Freer Hall Renovation and Envelope Repair (2015-2018)** Mr. Moran provided asbestos project design support as the licensed asbestos project designer for development and review for the asbestos containing materials (ACM) and a hazardous materials survey services for the Freer Hall renovation project. EDI conducted an initial facility survey to determine potential impacts from ACM and other hazardous materials on planned construction activities. During the schematic design phase, EDI evaluated the facility for ACM and hazardous materials and provided a report summarizing the findings of the verification and quantification inspection. For the design development phase, EDI developed a coordinated set of abatement and remediation design documents. *Mr. Armando Tobias, AIA, LEED AP, LCM Architects, 819 S Wabash Ave, Chicago, IL 60605, Phone: 312.913.1717.*

**UIC Computer Design Research and Learning Center (CDRLC) Spoil Evaluation (2021-2022)** Mr. Moran provided project support in the form of waste characterization of material from the excavation site. EDI collected soil samples from piles location depending on Photoionization Detector (PID) reading. The soil samples were delivered to Stat Analysis an Illinois Environmental Protection Agency (IEPA) qualified laboratory facility. Stat Analysis soil results EDI determine material disposal at a Clean Construction and Demolition Debris (CCDD) or Uncontaminated Soil Fill Operation (USFO). *Mr. Eric Luchetta-Stendel, NCARB, LEED AP, 1200 W Harrison St, Chicago, IL 60607.*

**UIC Science and Engineering Laboratories (SEL) buildings 607 and 608 Renovations – Abatement Design and Oversight (2015)** EDI's scope included a review of previous assessments and identification of asbestos, lead-based paints, and other hazardous materials that may be impacted during a planned renovation of the SEL building.

**IDOT PTB 172-027 Work Order 033 – Phase II Special Waste Surveys Statewide Environmental Compliance Audit (2017-2018)** Mr. Moran prepared field inspection status sheets for 15 facilities assets for the Illinois Department of Transportation (IDOT) maintenance facilities. EDI reviewed and prepared sampling scope, delivered samples to the laboratory, and helped Ecology & Environment, Inc. personnel with the final report. *Dean Tiebout, Ecology and Environment, Inc., 33 W. Monroe Street, Suite 1410, Chicago, IL 60603, Phone: 312.578.9243.*

**IDOT PTB 172-027 Work Order 055 – Phase II Special Waste Surveys Statewide Environmental Compliance Audit (2017-2018)** Mr. Moran prepared field inspection status sheets for 14 existing facilities

**EDUCATION**

M.S., Civil Engineering, Southern Illinois University-Carbondale, 1992  
B.S., Engineering, Southern Illinois University-Carbondale, 1988

**LICENSES**

Illinois Professional Engineer (062-051733), 1997  
Maryland Professional Engineer (48264), 2015  
IDPH ACM Project Designer (100-19402)

**CERTIFICATIONS**

40-hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Training  
Annual 8-hour OSHA HAZWOPER Refresher Training



assets Illinois Department of Transportation (IDOT) maintenance facilities. EDI completed on-site meetings, field photographs, asset inspections, labeling new assets, prior assessment findings status updates, and summary meetings. EDI prepared photologs and asset summary tables using Ecology & Environment's survey templates. *Dean Tiebout, Ecology and Environment, Inc., 33 W. Monroe Street, Suite 1410, Chicago, IL 60603, Phone: 312.578.9243.*

**University of Illinois – Urbana: Talbot Laboratory Educational Laboratory Upgrade and Expansion (2016-2019)** Mr. Moran provided asbestos project design support as the licensed asbestos project designer for development and review for the asbestos containing materials (ACM) and a hazardous materials survey services for the renovation project. EDI conducted an initial facility survey to determine potential impacts from ACM and other hazardous materials on planned construction activities. EDI developed a coordinated set of abatement and remediation design documents and provide remediation oversight during construction. *Mindy Viamontes, AIA, Senior Project Architect, exp, U.S. Services, Inc., 205 N. Michigan Avenue, Suite 3600, Chicago, IL 60601 312.616.0000.*

**Red and Purple Line Modernization Program – Chicago Transit Authority (CTA) Design Build (2019 – 2024)** EDI is supporting the Design-Build team with Stantec and Walsh/Fluor for the renovation and improvements to the CTA Red and Purple line as part of their modernization program. Mr. Moran provided sr. technical leadership and quality assurance and quality control review for our environmental services including asbestos, lead based paints and coatings, and other hazardous materials that are impacted by the modernization. EDI will continue to support the design-build project through completion of the anticipated 5-year modernization efforts. *Mr. Toby Hannson, Stantec, 224 South Michigan Avenue, Suite 1400, Chicago, Illinois, 60604-2590, 312.554.1400, [Toby.hannson@stantec.com](mailto:Toby.hannson@stantec.com).*

**University of Illinois – Urbana: University of Illinois at Urbana-Noyes Laboratory Renovation; Nanoscale Theory Center (2015-2016)** Mr. Moran provided asbestos project design support as the licensed asbestos project designer for development and review for the asbestos containing materials (ACM) and a hazardous materials survey services for the renovation project. EDI conducted an initial facility survey to determine potential impacts from ACM and other hazardous materials on planned construction activities. EDI developed a coordinated set of abatement and remediation design documents and provide remediation oversight during construction. *Horeya Hilmy Czaplewski, AIA, LEED AP BD + C, NCARB, exp, U.S. Services, Inc., 205 N. Michigan Avenue, Suite 3600, Chicago, IL 60601 312.616.0000.*

**University of Illinois – Urbana: University of Illinois at Urbana-Champaign; Medical Sciences Building (2018-2020)** Mr. Moran provided asbestos project design support as the licensed asbestos project designer for development and review for the asbestos containing materials (ACM) and a hazardous materials survey services for the renovation project. EDI conducted an initial facility survey to determine potential impacts from ACM and other hazardous materials on planned construction activities. EDI developed a coordinated set of abatement and remediation design documents and provide remediation oversight during construction. *Ronald Harrison, Cannon Design, 225 North Michigan Ave, Ste.1100, Chicago, IL 60601, 312.332.9600.*

**University of Illinois – Urbana: Illinois Street Residence Hall Renovation (2018-2021)** Mr. Moran provided asbestos project design support as the licensed project designer for development and review for the asbestos containing materials (ACM) and a hazardous materials survey services for the renovation project. EDI conducted an initial facility survey to determine potential impacts from ACM and other hazardous materials on planned construction activities. EDI developed a coordinated set of abatement and remediation design documents and provide remediation oversight during construction. *Jennifer Stanovich, Cannon Design, 225 North Michigan Ave, Ste.1100, Chicago, IL 60601, 312.332.9600.*

**University of Illinois – Urbana: University of Illinois Urbana Champaign – Abbott Power Plant Boiler Replacement (2018-2021)** Mr. Moran provided asbestos project design support as the licensed project designer for development and review for the asbestos containing materials (ACM) and a hazardous materials survey services for the renovation project. EDI conducted an initial facility survey to determine potential impacts from ACM on the decommissioning and demolition of a steam powered boiler and remediation and demolition of the associated exhaust stack on the exterior of the power plant. All operations were completed during the operation of the power plant. EDI developed a coordinated set of abatement and remediation design documents and provide remediation oversight during construction. *Mr. David Guth, Affiliated Engineers, Inc. (AEI), 701 Devonshire Drive, Bldg. C Suite 209, Champaign, IL 61820, 217.363.3894.*



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • [www.dph.illinois.gov](http://www.dph.illinois.gov)

**FELIX R MORAN**  
 731 CENTRAL AVE.  
 DEERFIELD, IL 60015

5/16/2023

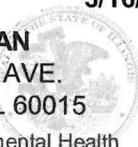
ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19402

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

**COPY OF THE ASBESTOS PROFESSIONAL LICENSE**

Front of License

Back of License

 <p><b>ASBESTOS PROFESSIONAL LICENSE</b></p>			<p><b>ENDORSEMENTS</b></p> <p>PROJECT DESIGNER</p>	<p><b>TC EXPIRES</b></p> <p>11/3/2023</p>
<p><b>ID NUMBER</b> 100 - 19402</p>	<p><b>ISSUED</b> 5/16/2023</p>	<p><b>EXPIRES</b> 05/15/2024</p>	<p><b>Alteration of this license shall result in legal action</b>          This license issued under authority of the State of Illinois          Department of Public Health          This license is valid only when accompanied by a valid          training course certificate.</p>	
<p><b>FELIX R MORAN</b>          731 CENTRAL AVE.          DEERFIELD, IL 60015          Environmental Health</p> 				

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: [dph.illinois.gov/topics-services/environmental-health-protection/asbestos](http://dph.illinois.gov/topics-services/environmental-health-protection/asbestos)  
 EMAIL Address: [dph.asbestos@illinois.gov](mailto:dph.asbestos@illinois.gov)

**PROTECTING HEALTH, IMPROVING LIVES**  
*Nationally Accredited by PHAB*

## KEHINDE OLAGUNJU

ENVIRONMENTAL SCIENTIST / INDUSTRIAL HYGIENIST



Kehinde Olagunju has over seven years of experience in the environmental and industrial hygiene fields. Her areas of expertise include the following: air sampling; water and soil sampling; safety and health education; and facility inspections. Ms. Olagunju has also been trained in hazardous and waste management operations.

### Key Projects

**Public Building Commission of Chicago, Hazardous Material Survey, Sachs Clinic (2022 to 2023), Environmental Scientist.** Ms. Olagunju environmental survey was performed as part of the PBC's planned renovation at the Sachs Clinic Renovation Feasibility Study – 04034. Ms. Olagunju's hazardous material survey consisted of the identification and quantification of hazardous (and non-hazardous) material such as polychlorinated biphenyl (PCB)-containing components, mercury-containing components, chemicals, and other hazardous (and non-hazardous) material that may require removal and disposal prior to the demolition of the structure on the site.

**Jones Lang LaSalle Americas, Inc. for Confidential Client, Environmental Consulting (2013 to Present), Assistant Project Manager.** Ms. Olagunju works alongside the department manager as an assistant project manager to perform asbestos and waste material survey for our clients. She is in charge of proposals, cost estimation, hazardous material survey and reporting. She executes projects from start to finish. She makes sure that projects are executed in an appropriate and timely manner that meets applicable state regulations, and reports the findings of these surveys, gives recommendations, and solution to clients on a subject matter basis. She is a **licensed air monitoring/ asbestos professional in the state of Illinois, Wisconsin, Ohio, and Indiana.** Hazardous and material survey involves visual inspections for molds, asbestos containing materials and other associated hazardous waste materials. She currently handles surveys that involve floor tile, ceiling tiles sampling, drywall, wall board, etc. sampling for a demolition and remodeling project. *Mr. Mark Seper, Jones Lang LaSalle, 503 N. Washington, Naperville, IL 60563, (630) 946-3861.*

**Former Manufactured Gas Plant (MGP) Remediation in Illinois for Confidential Utility Clients. (February 2018 – ongoing), Environmental Scientist.** Ms. Olagunju continues as a project team member to assist in air sampling and related work to protect the public's health and safety during planned remediation efforts to remove MGP related contamination at multiple MGP remediation sites. The work supports no less than five (5) different Midwest-based confidential energy/utility clients. The Ambient Air Monitoring Program includes continuous monitoring of the local air quality, twenty-four hours a day, seven days a week, utilizing high volume air samplers and real-time instrumentation for various chemicals of concern. Additional reference information must be requested from the confidential clients on a case-by-case basis for any more requested specific project information.

**Chicago Housing Authority Lead-based Inspections, Chicago, Illinois – (February 2018 to present), Lead Inspector Technician.** EDI is conducting lead-based paint inspections of interior painted surfaces in 800 occupied units at several developments. The inspection includes visual assessments of the condition of the suspect materials, and floor plans of each unit identifying the room and locations where each sample was taken. Since these units are occupied, the work requires careful coordination with CHA so residents can be notified. Ms. Olagunju is providing field services for these task orders. *Chicago Housing Authority, 60 East Van Buren, 11th Floor, Chicago, IL 60605, Phone: 312-913-7344, Fax: 312-913-7631*

**Southern Illinois University Edwardsville, (2016- 2017), Edwardsville, Illinois, Graduate Research Assistant.** Conducted air, water, and soil sampling for research purposes. Ensured the smooth running of laboratory operations and that standard operating procedures were followed. Performed drinking water perception research in the SIUE community; sampling about 900 individuals using a structured questionnaire format. Questions were developed to address drinking water concerns on tap and bottled

#### EDUCATION

MSc., Environmental sciences, Southern Illinois University, 2017

B.S., Wildlife Science, University of Ibadan, 2014

#### LICENSES

Asbestos Building Inspector

#### CERTIFICATES

HAZWOPER 40, Asbestos Contractor/Supervisor Initial,

Asbestos Building Inspector

Power Safe T&D Baseline Training, NIOSH #582, First Aid/CPR/AED, FEMA, OSHA 10, NEBOSH System Online Course



water. Research employed a semi-quantitative data method. Responses were collected and stored using the SurveyMonkey online application. Data were analyzed, and results were disseminated to appropriate authority for decision making purpose and for educational purposes. *Ben Greenfield, Research Supervisor, No 1 Hairpin Drive SIUE [bgreen@siue.edu](mailto:bgreen@siue.edu), (618)-650-3115.*

**St Clair County Health Department Belleville, Environmental Health and Safety Program Monitoring, (2017), Belleville, Illinois, Environmental Health Officer.** Environmental Health and safety officer performed safety inspection of schools, restaurants, landfill facilities, and nursing homes. Enforced compliance using the county retail food establishment code and the Illinois department of public health food sanitation codes. Provided educational in-service programs for facilities and the public on food safety. Collaborated with East side health federal, state, and local agencies to develop emergency response plan in the event of natural disaster, health and water safety and sanitation controls. Assisted first responders for things such as immunization and environmental information pertinent to the disaster. *Sharon Valentine, Environmental Health Program Manager, 19 Public Square, Suite 150 Belleville Illinois 62220, [Sharon.valentine@co.st-clair.il.us](mailto:Sharon.valentine@co.st-clair.il.us) (618)-233-7769.*

**St Clair County Health Department Belleville, Environmental Health and Safety Vector Surveillance Program, (2017), Belleville, Illinois, Environmental Health Officer.** Performed duties that focused on education and surveillance of mosquitoes in the St Clair County area within 18 townships. Surveillance and public education during the mosquitoes breeding seasons. Mosquitoes were collected, identified, and tested for West Nile and Zika virus. Booklets containing information on the importance of minimizing mosquitoes were handed over to the communities. Public complains were investigated and corrective actions were enforced accordingly. *Sharon Valentine, Environmental Health Program Manager, 19 Public Square, Suite 150 Belleville Illinois 62220, [Sharon.valentine@co.st-clair.il.us](mailto:Sharon.valentine@co.st-clair.il.us), (618)-233-7769.*

**Kanji Lake National Park Service, (2013-2015), Research Assistant.** Participated in field assessment by assisting in the completion of environmental health and safety audits. Carried out environmental impact assessment of the core zone of the park environment. Involved in safety inspections and audits of contractors, their equipment, and programs to ensure compliance with state and federal safety regulation. Records were stored and analyzed for trends.



ILLINOIS DEPARTMENT OF PUBLIC HEALTH  
**IDPH**  
PROTECTING HEALTH. PROMOTING WELLNESS.

# ASBESTOS PROFESSIONAL LICENSE

**ID NUMBER**

**100 - 20470**

**ISSUED**

**4/13/2023**

**EXPIRES**

**05/15/2024**

**KEHINDE A OLAGUNJU**  
**2086 MUIRFIELD CIRCLE**  
**ELGIN, IL 60123**



CN\_PBC\_JLB\_EnvDesignIntl\_PS3081E\_EnviroRenoDemPage\_120269101

Environmental Health

**ATTACHMENT A**  
**LEGAL ACTIONS**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Environmental Design International inc.

### I. LEGAL ACTIONS

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

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

**ATTACHMENT B  
DISCLOSURE AFFADAVIT**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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 Leslie J. Sawyer, as President & CEO  
Name Title

and on behalf of Environmental Design International inc.  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
<b>Name of Firm:</b>	Environmental Design International inc.		
<b>Address:</b>	33 W. Monroe Street, Suite 1825		
<b>City/State/Zip:</b>	Chicago, IL 60603		
<b>Telephone:</b>	312-345-1400	<b>Facsimile:</b>	312-345-0529
<b>FEIN:</b>	36-3759119	<b>SSN:</b>	
<b>Email:</b>	lsawyer@envdesigni.com		
<b>Nature of Transaction:</b> RFQ_PBC_2023EnviroRenoDemoSrvcs_PS3081_20230531			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input checked="" type="checkbox"/> Other <u>RFQ</u>		RFQ_PBC_2023EnviroRenoDemoSrvcs_PS3081_20230531	

### II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

<b>State of Incorporation or Organization:</b>		Illinois
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>		
<b>Telephone:</b>		
<b>Identify the names of all officers and directors of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Title</b>	
Leslie J. Sawyer	President & CEO	
Joan Mazurek	CFO & Secretary	
Mark Smith	Exec. Vice President	
Gary Flentge	Vice President	
Bill Fleming Scott Dileto	Vice President Vice President	
<b>Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>
Leslie J. Sawyer	33 W. Monroe Street, Suite 1825, Chicago, IL 60603	94.13 %
		%
		%
<b>LLC's only, indicate Management Type and Name:</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>Name:</b>
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please 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.</i>		

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

### B. PARTNERSHIPS

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	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
<i>If the answer is no, please complete the following two sections.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 of Principal(s)	
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 be exercised.	
Name	Address

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

---

### III. 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-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of 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-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil 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;
  - 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.

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

---

### 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.

### 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.

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

---

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

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

### D. OTHER TAXES/FEEES

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

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

### E. PUNISHMENT

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

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

# ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

## H. 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.

## I. 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

**Leslie J. Sawyer**

Name of Authorized Officer (Print or Type)

**President & CEO**

Title

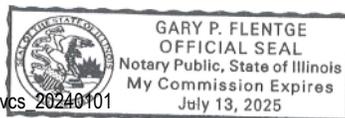
**312-345-1400**

Telephone Number

State of Illinois  
County of Cook

Signed and sworn to before me on this 6th day of July, 2023 by  
Leslie J. Sawyer (Name) as President & CEO (Title) of  
Environmental Design International inc. (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal



**ATTACHMENT C**  
**DISCLOSURE OF RETAINED PARTIES**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

# ATTACHMENT 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): RFQ\_PBC\_2023 EnviroRenoDemoSrvcs\_S3081

Description of goods or services to be provided under Contract:

Professional Environmental Remediation Supporting Services

Name of Consultant: Environmental Design International 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)
n/a			

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

The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Consultant’s participation in the contract or other transactions with the Commission.

**ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES**

- 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

July 6, 2023

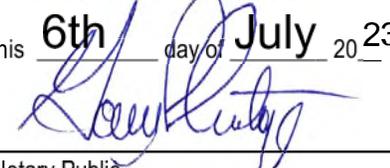
Date

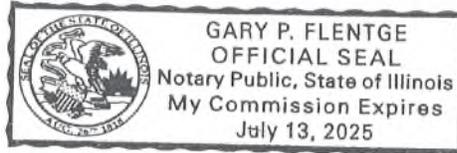
**Leslie J. Sawyer**  
\_\_\_\_\_  
Name (Type or Print)

**President & CEO**  
\_\_\_\_\_  
Title

Subscribed and sworn to before me

this 6th day of July 2023

  
\_\_\_\_\_  
Notary Public



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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

# ATTACHMENT 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 Public Building Commission of Chicago (“PBC”) 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 Professional Service Provider 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 Professional Service Provider also agree to take 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 Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without goals.

### 2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the Consultant agrees to make a best efforts to attain the aspirational goals to award **25%** of the annual dollar value of all Commission Contracts to MBEs and **5%** of the annual dollar value of all Commission Contracts to WBEs..
- b. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. 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 Professional Service Provider or such other remedy, as the Commission deems appropriate.

### 3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
  - (1) “Certified Minority Business Enterprise” means a person or entity granted certification by the City of Chicago or County of Cook.
  - (2) “Certified Women’s Business Enterprise” means a person or entity granted certification by the City of Chicago or County of Cook.
  - (3) “Construction Contract” means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
  - (4) “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 any anticipated scope of work of the contract and the Commission’s progress towards meeting the aspirational goals.
  - (5) “Contractor” means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
  - (6) “Established Business” means a person or entity granted certification by the City of Chicago.

- (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
- (8) "Good faith efforts" means actions undertaken by a Contractor 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.
- (9) "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.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction 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 Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
- c. A Professional Service Provider 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:
  - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
  - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider 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 Professional Service Provider 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.
- f. A Professional Service Provider 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 Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

#### 5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.

- (1) 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 any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.
- (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer 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.
- (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer 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.
- (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage 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. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

#### 6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her 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 proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer 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 Proposer's proposal as non-responsive.
- c. Proposers 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 consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 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 subcontractor that the supplies will be purchased by.

#### 7. Request for Waiver

- a. If a Proposer 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 proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer'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:
  - (1) Attendance at the Pre-bid conference;
  - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.

- (3) The Bidder's general policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
  - (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/associations;
  - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
  - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
  - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
  - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
  - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - i. The name, address and telephone number of MBE and WBE firms contacted;
    - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - (11) 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;
  - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. 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;
  - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
  - (15) 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:
- (1) 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;
  - (2) 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. Established Business Participation in the MBE and WBE Procurement Program
- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
    - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
    - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
    - (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

- b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

- a. If the Contractor 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 contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:
  - (1) 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.
  - (2) 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.
  - (3) 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 contractor's failure to meet the goals, as long as such costs are reasonable.
  - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of 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.
  - (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
  - (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - (7) 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.
  - (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.
  - (9) 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
  - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' 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 Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

10. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider 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 Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

- c. The Professional Service Provider 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 invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

#### 11. Disqualification of MBE or WBE

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

#### 12. Prohibition On Changes To MBE/WBE Commitments

- a. The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider'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 Professional Service Provider 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.

#### 13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor 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 Contractor 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 Contractor 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:
  - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor 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.
  - (2) The Contractor'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 subcontractor 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 subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
  - (3) The Contractor'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 Contractor; 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.
  - (4) The Contractor'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, as enumerated above in Section on Submission of Bid Proposals.
  - (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business 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.

- (6) 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) business 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.
- i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
  - ii. 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 Contractor 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.

14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider 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 Professional Service Provider'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 Professional Service Provider 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 Professional Service Provider from entering into future contracts with the Commission.

15. 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SCHEDULE B**

**Joint Venture Affidavit (1 of 3)**

***This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.***

A. Name of joint venture \_\_\_\_\_

B. Address of joint venture \_\_\_\_\_

\_\_\_\_\_

C. Phone number of joint venture \_\_\_\_\_

D. Identify the firms that comprise the joint venture

\_\_\_\_\_

1. 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.)

\_\_\_\_\_

\_\_\_\_\_

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

\_\_\_\_\_

\_\_\_\_\_

E. Nature of joint venture's business

\_\_\_\_\_

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%

H. Specify as to:

1. Profit and loss sharing \_\_\_\_\_%

2. Capital contributions, including equipment \_\_\_\_\_%

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

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE B**  
**Joint Venture Affidavit (2 of 3)**

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

\_\_\_\_\_

I. 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:

1. Financial decisions \_\_\_\_\_

2. Management decisions such as:

a. Estimating \_\_\_\_\_

b. Marketing and Sales \_\_\_\_\_

c. Hiring and firing of management personnel \_\_\_\_\_

d. Other \_\_\_\_\_

3. Purchasing of major items or supplies \_\_\_\_\_

4. Supervision of field operations \_\_\_\_\_

5. Supervision of office personnel \_\_\_\_\_

6. 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.

\_\_\_\_\_

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

\_\_\_\_\_

J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

\_\_\_\_\_

\_\_\_\_\_

**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 Prime if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

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  
(Name of Joint Venture)

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

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  
(Name of Joint Venture)

\_\_\_\_\_  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

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 (Contractor) 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.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to 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 Professional Service Provider Regarding MBE/WBE Participation (1 of 2)**

Name of Project: TBD - Environmental Reno Demo Services

STATE OF ILLINOIS     }  
                                       } SS  
 COUNTY OF COOK        }

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

President & CEO

Title and duly authorized representative of

Environmental Design International inc.

Name of Professional Service Provider whose address is

33 W. Monroe St., Ste. 1825

in the City of Chicago, State of Illinois

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
TBD	Environmental Reno Demo Services	\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$ TBD	\$ TBD
<b>Percent of Total Base Bid</b>		<input type="text" value="TBD"/> %	<input type="text" value="TBD"/> %

The Prime 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 Professional Service Provider 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.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Environmental Design International inc.

Name of Contractor (Print)

5/3/2024

Date

312.345.1400

Phone

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_

  
\_\_\_\_\_  
Signature

Leslie J. Sawyer, President & CEO  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

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