

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

PROFESSIONAL SERVICES AGREEMENT

ENVIRONMENTAL ENGINEERING SERVICES (PS3080F)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

GSG CONSULTANTS, INC.

FOR

ENVIRONMENTAL ENGINEERING SERVICES (PS3080F)

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

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Mayor Brandon Johnson Chairman

Ray Giderof Acting Executive Director

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EXECUTION PAGE ENVIRONMENTAL ENGINEERING SERVICES- PS3080F

THIS AGREEMENT effective as of <u>January 1, 2024</u>, 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 **GSG Consultants, Inc.** with offices at 735 Remington Road, Schaumburg, Illinois 60173 (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 ENGINEERING SERVICES - PS3080F

PUBLIC BUILDING COMMISSION OF CHICAGO Mayor Brandon Johnson Chairman

2024 Date:

U Mary Pat Witry Secretary

Date:

Date: 01/02/2024

CONSULTANT: GSG Consultants, Inc.

President or Approved Signatory

AFFIX CORPORATE SEAL, IF ANY, HERE

ATTEST:

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Ala Sassila, PhD, PE and

on behalf of Consultant this 2nd day of Jan , 20 24

Notary Public

My Commission expires: Aug. 10, 2024

(SEAL OF NOTARY)

OFFICIAL SEAL HANNAH R CLESCERI Notary Public - State of Illinois My Commission Expires Aug. 10, 2024

Approved as to form and legality:

Neal & Leroy, LLC

Date:

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. <u>Engagement</u>. 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. <u>Performance Standard</u>. 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. <u>Consultant's Personnel</u>. 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 it 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. <u>Independent Contractor</u>. 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. <u>Limitations on Sub-Consultants and Subcontractors</u>. 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. <u>Changes to the Services</u>. 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. <u>Representations and Warranties</u>. 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. <u>Nondiscrimination</u>. 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 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. <u>Ethics</u>. 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 <u>https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_20130405.pdf</u> 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. <u>Delays</u>. 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. <u>Records</u>. 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. <u>e-Builder System</u>. 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. <u>Time of Essence</u>. 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.
- <u>Compliance with Laws</u>. 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. <u>Progress Meetings</u>. 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. <u>Term.</u>

- 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. <u>Compensation of Consultant; Submission of Invoices through e-Builder</u>. The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$2,000,000.00 unless amended by the Commission. 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. <u>Rights and Obligations of Commission</u>. 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. <u>Review of Documents</u>. 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. <u>Site Data</u>. 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. <u>Tests and Reports</u>. 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. <u>Legal, Auditing and other Services</u>. 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. <u>Designated Representatives</u>. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
- g. <u>Ownership of Documents</u>. 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. <u>Audits</u>. 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. <u>Insurance to be Maintained by Consultant</u>. 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. <u>Events of Default</u>. 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. <u>Remedies</u>. 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. <u>Remedies not Exclusive</u>. 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. <u>Confidentiality</u>. 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. <u>Assignment</u>. 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. <u>Personnel</u>. 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. <u>Relationship of Parties</u>. 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. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
- b. <u>Entire Agreement</u>. 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. <u>Force Majeure</u>. 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. <u>Governing Law</u>. 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. <u>Notices</u>. 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. <u>Severability</u>. 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. <u>Successors and Assigns</u>. 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. <u>Consultant's Authority</u>. Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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SCHEDULE B SCOPE OF SERVICES

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

- A. Planning Phase Environmental Services, including but not limited to:
 - 1. Phase I Environmental Site Assessments (ESAs)
 - 2. Phase II ESAs and Soil Management Assessments
 - 3. Geophysical Surveys
 - a. Electromagnetic Surveys
 - b. Ground Penetrating Radar Surveys
 - 4. Test Pit Excavation and Site Restoration
 - 5. Environmental Grant Applications
 - 6. Environmental Remediation Budget Preparation
- B. Environmental Design Phase Services, including but not limited to:
 - 1. Phase II ESAs
 - a. Soil Boring and Groundwater Well Installation
 - b. Soil, Groundwater, and Soil Vapor Sampling and Environmental Laboratory Analysis
 - c. Additional Geophysical Surveys or Test Pitting Activities
 - 2. IEPA Site Remediation Program Management
 - a. Site Enrollment
 - b. Comprehensive & Focused Site Investigation
 - c. Technical Reporting
 - 3. IEPA Leaking Underground Storage Tank Program Management
 - a. UST Removal Oversight & Management
 - b. Site Investigation
 - c. Technical Reporting
 - 4. Environmental Coordination and Management during Project Design
 - 5. Bid Package Generation
 - a. Preparation of Drawings and Specifications
 - b. Design Meeting Participation
 - c. Bid Meeting Participation
 - d. Bid Assessment and Recommendation
 - e. Meeting Minutes
 - f. Bid Package Coordination
 - 6. Environmental Grant Administration
- C. Construction Phase Oversight Services, including but not limited to:
 - 1. Contract Administration
 - 2. Environmental Submittal Review and Approval
 - 3. Remediation and Soil Management Oversight
 - 4. Underground Storage Tank Removal and Management
 - 5. Field Meetings Related to Environmental Matters
 - 6. Soil Management and Remediation Report Generation

- 7. IEPA Site Remediation Program Management
- 8. Environmental Engineering and Remediation Tasks as requested by the PBC

General Detailed Scope of Services – Environmental Consulting Services

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

Category A. Planning Phase Environmental Services

1. Phase I Environmental Site Assessments (ESAs): Conduct Phase I Environmental Site Assessments in accordance with the ASTM E 1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The federal rule recognizes the ASTM E 1527-21 standard as an acceptable guidance document for satisfying the "All Appropriate Inquires" (AAI).

2. Phase II ESAs and Soil Management Assessments: Conduct Phase II ESAs to investigate the finding of Phase I ESAs on sites proposed for development/redevelopment. Phase II Environmental Site Assessments will be performed in accordance with ASTM E1903-11 19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process, US EPA SW-846, "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," and all applicable regulatory requirements to assess potential impact to if soil, groundwater, and/or soil vapor conditions. Conduct soil management assessments to investigate the impact associated with identified Potentially Impacted Properties (PIPs) in accordance with 35 III. Adm. Code 1100: Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operation. Preparation of "uncontaminated soil" certifications in accordance with 35 III. Adm. Code 1100 based on the findings of soil assessment activities.

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

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

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

6. Environmental Budget Preparation: Use information from Phase I ESAs, Phase II ESAs, geophysical surveys, and/or test pits as well as schematic project designs provided by PBC to prepare preliminary budgets for environmental remediation.

Category B. Environmental Design Phase Environmental Services

1. Phase II Environmental Site Assessments:

a. (Items 1a & 1b): Conduct Phase II Environmental Site Assessments in accordance with ASTM E1903-19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process, US EPA SW-846, "Test Methods for Evaluating Solid Waste, Physical/Chemical

Methods," and all applicable IEPA remediation program requirements to assess potential impact to soil, groundwater, and/or soil vapor associated with identified environmental conditions. Prepare reports to include a summary of Phase II ESA activities, findings as compared to appropriate regulatory requirements, and recommendations for further assessment, as necessary.

b. Additional Geophysical Surveys or Test Pitting Activities: See Category A: Tasks 3 and 4 for this Task description.

 IEPA Site Remediation Program (SRP) Investigations and Reporting: The Consultant must be able to conduct the necessary work to secure a No Further Remediation (NFR) letter, which could include, but not limited to the following scope:

a. Enrollment of PBC sites into the IEPA SRP on an as needed basis. Completion and submittal of the SRP DRM-1 and DRM-2 Forms to the IEPA on behalf of the PBC.

b. Under the supervision of an Illinois Licensed Professional Engineer, preparation of a Focused or Comprehensive Site Investigation Report (F/CSIR) in accordance with 35 III. Adm. Code 740 that include creating environmental sampling work plans and conducting site investigations inclusive of sampling, analyses and field screening measurements to characterize the nature, concentration and extent of contaminants of concern based on Recognized Environmental Conditions (RECs) identified in the Phase I Environmental Site Assessment. Reporting generated during this task shall be subject to senior level technical review for technical accuracy and completeness.

c. Under the supervision of an Illinois licensed Professional Engineer, preparation of Remediation Objectives Report/Remedial Action Plan (ROR/RAP) in accordance with <u>35 Ill. Adm. Code 740 and 742</u>. The RO Report would detail the proposed remediation objectives for the remediation site. The RAP would describe the proposed remediation strategy and evaluate its ability and effectiveness to achieve the remediation objectives proposed for the remediation site. Reporting generated during this task shall be subject to senior level technical review for technical accuracy and completeness.

d. Generate detailed remediation plans to manage identified environmental conditions in accordance with proposed development/redevelopment plans and prepare construction project documents for proposed remedial action.

e. Respond to PBC and IEPA comments to reviewed and submitted documents as appropriate.

f. Pay IEPA SRP Fees on behalf of PBC. These costs are reimbursed through subsequent Consultants invoices to PBC.

g. Prepare a Remedial Action Completion Report (RACR) to document the completed remedial action and would demonstrate compliance with IEPA approved remediation objectives. Reporting generated during this task shall be subject to senior level technical review for technical accuracy and completeness.

h. Coordinate with IEPA to obtain a draft and final No Further Remediation letter on behalf of the PBC. Assist the PBC in appropriately recording the No Further Remediation Letter.

3. IEPA Leaking Underground Storage Tank Program Management: The Consultant must be able to conduct the necessary work to secure a No Further Remediation (NFR) letter, which could include, but not limited to the following scope:

a. Provide assistance with UST removal contractor coordination and management for UST removal activities.

b. Provide oversight of UST removal activities in accordance with applicable City of Chicago Department of Public Health (CDPH)/Office of the State Fire Marshall (OSFM) regulatory and permit requirements.

c. Prepare 20-Day Certification and 45-Day Report, as necessary, in accordance with 35 III. Adm. Code 734, for identified leaking USTs. Reporting generated during this task shall be subject to senior level technical review for technical accuracy and completeness.

d. Conduct Stage 1, Stage 2, and Stage 3 site investigations in accordance with 35 IAC 734 to delineate impact from identified leaking USTs.

e. Under the supervision of an Illinois licensed Professional Engineer, preparation of Site Investigation Completion Report (SICR) and Corrective Action Plan (CAP) in accordance with <u>35 Ill. Adm.</u> <u>Code 734 and 742</u>.

f. Generate detailed corrective action plans to manage identified environmental conditions in accordance with proposed development/redevelopment plans and prepare construction project documents for proposed corrective action.

g. Respond to PBC and IEPA comments to reviewed and submitted documents as appropriate.

h. Prepare a Corrective Action Completion Report (CACR) to document the completed corrective action and would demonstrate compliance with IEPA approved remediation objectives. Reporting generated during this task shall be subject to senior level technical review for technical accuracy and completeness.

i. Coordinate with IEPA to obtain a draft and final No Further Remediation letter on behalf of the PBC. Assist the PBC in appropriately recording the No Further Remediation Letter.

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

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

5. Bid Package Generation

a. Preparation of Drawings and Specifications: The Consultant would work closely with PBC Design PM's and assigned consultants to identify environmental site conditions, incorporate cost effective site remediation strategies as part of the design (if necessary), develop soil management, and/or disposal strategies that comply with current regulations. The Consultant would need to be able to ensure that the earthwork/soil management plans and specifications provide a clear line of responsibility and work procedures for both the Site Preparation and Building Construction Phases. The Consultant would also prepare or modify existing project specifications related to soil and water management that clearly identify the future site preparation and construction contractor obligations. These specifications should also ensure that the Contractor's environmental scope of work complies with the local, state and federal regulations and that their performances of such activities are a measure for payment.

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

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

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

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

- i. Environmental Design Kick-Off Meeting
- ii. Bi-Weekly Design Meetings
- iii. Design Phase Utility Coordination Site Visit

- iv. Design Milestone Meetings (60%, 90% and 100% set)
- v. Design to Construction Meeting

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

- i. Pre-Bid
- ii. Technical Review
- iii. Construction Pre-Installation Meeting

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

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

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

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

Category C. Construction Phase Environmental Oversight Services

1. Contract Administration: The Consultant would provide contract administration activities to ensure all environmental site work is performed in accordance with the project design and specifications as well as in accordance with local, state, and federal environmental regulations.

2. Environmental Submittal Approvals: The Consultant would provide review, comment and approval on Contractor submittals related to environmental remediation work. The Consultant would be expected to review submittals related to the management of soil, storm, and groundwater on and off site; soil stockpiling; dust suppression, etc. The Consultant would review and collect copies of all trucking manifests concerning disposal of all materials and imported material documentation for compliance with project specifications.

3. Remediation and Soil Management Oversight: The Consultant would provide on-site environmental oversight as required throughout environmental remediation and soil management activities including, but not limited to, the excavation of contaminated soil and backfilling of materials (i.e. clay, topsoil, clean stone, etc.). Compile all load tickets, gate receipts, waste manifests, disposal records, analytical data, permits, field logs, photographs, and survey information from Contractor for inclusion in the final reporting and for PBC and client as directed.

4. Underground Storage Tank Management: The Consultant would provide Underground Storage Tank Management Services to assist the Contractors to remove underground storage tanks from PBC sites. See item B.3 for task related activities.

5. Field Meetings Related to Environmental Matters: The Consultant would attend project coordination and weekly meetings, via remote access, at PBC offices, or on the project site as required.

6. Soil Management and Environmental Remediation Report Generation: The Consultant would prepare weekly and bi-weekly environmental reports as well as a final soil management and remediation report as required by the PBC. The Consultant would provide a written summary of field activities, summary of any survey or other field measurements as well as photo-documentation of all soil-related activities. Soil related activities include but are not limited to: uncontaminated soil reuse, uncontaminated soil disposal, contaminated soil disposal, imported fill material backfill and landscape installation, and engineered barrier placement.

7. Environmental Engineering and Remediation Tasks as requested by the PBC: The Consultant would perform environmental engineering tasks as requested by the PBC including but not limited to: environmental technical review; soil remediation; underground storage tank removal; public speaking; etc.as necessary to meet project and regulatory requirements.

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

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SCHEDULE C COMPENSATION OF THE CONSULTANT

C.1 CONSULTANT'S FEE

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount specificed 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.

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GSG Consultants, Inc. LOADED HOURLY RATES - ENVIRONMENTAL CONSULTING SERVICES ENVIRONMENTAL ENGINEERING SERVICES - PS3080F

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

	Title	Unit	Ηοι	Irly Rates
Pha	se I and II Environmental Assessments/Design and Construction Management			
Α	Principal	Per Hour	\$	175.00
В	Environmental Engineer P.E.	Per Hour	\$	145.00
С	Environmental Engineer	Per Hour	\$	110.00
D	Geologist/Hydrologist	Per Hour	\$	125.00
Е	Certified Industrial Hygienist	Per Hour	\$	140.00
F	Environmental Scientist	Per Hour	\$	105.00
G	Building Inspector (Hazardous Waste)	Per Hour	\$	100.00
н	Chemist	Per Hour	\$	90.00
I.	Environmental Communications Specialist	Per Hour	\$	90.00
J	Project Manager	Per Hour	\$	135.00
Κ	Senior Project Manager	Per Hour	\$	150.00
L	Environmental Technician	Per Hour	\$	90.00
М	Clerical/Administrative Staff	Per Hour	\$	65.00
Ν	Drafting Technician	Per Hour	\$	80.00
0	Civil Engineer	Per Hour	\$	120.00
Ρ	Insert Other Title Here:	Per Hour	\$	-
Q	Insert Other Title Here:	Per Hour	\$	-
R	Insert Other Title Here:	Per Hour	\$	-
En	vironmental Design Services			
Α	Environmental Engineer P.E.	Per Hour	\$	145.00
В	CAD Specialist	Per Hour	\$	95.00
С	Drafting Technician	Per Hour	\$	80.00
D	Clerical/Administrative Staff	Per Hour	\$	65.00
Е	Engineer	Per Hour	\$	120.00
F	Project Manager	Per Hour	\$	135.00
G	Senior Project Manager	Per Hour	\$	150.00
н	Insert Other Title Here:	Per Hour	\$	-

SCHEDULE D INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission, 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.

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

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

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

When any professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

D.1.5 Property

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

D.1.6 Valuable Papers

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

D.1.7 Contractors Pollution Liability

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

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include The Public Building Commission, 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 subconsultants performing work in the area are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Evidence of this endorsement must be submitted with the Certificate of Insurance required below.

D.2. ADDITIONAL REQUIREMENTS

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

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	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	Pollution - \$2,000,000 Occurrence						MED EXP (Any one person)	\$	5,000
Α	Prof Liab - \$2,000,000 Each Claim	Y	Y	ECPO1519898-23	08/13/202	3 08/13/2024	PERSONAL & ADV INJURY	\$	2,000,000
							GENERAL AGGREGATE	\$	2,000,000
							PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
	X OTHER: Contractual Liab - Railroads		-				Microbial Substance	ծ Տ	2,000,000
							(Ea accident) BODILY INJURY (Per person)	э \$	1,000,000
В	OWNED	Y	Y	BAP1519900-23	08/13/202	3 08/13/2024	BODILY INJURY (Per accident)	•	
	AUTOS ONLY HIRED AUTOS ONLY X AUTOS ONLY	1	1	DAI 1515500 25	08/15/2025	00/15/2024	PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	3,000,000
A,D	EXCESS LIAB			FFX1519904-23/ELZ83803	08/13/202	3 08/13/2024	AGGREGATE	\$	3,000,000
	DED RETENTION \$	1					AXIS Excess -Agg/Each	\$	5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER	ILLI	NOIIS
C	AND EMPLOYER'S LIABLITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		Y	WCA1519901-23	08/13/202	3 08/13/2024	E.L. EACH ACCIDENT	\$	1,000,000
Ũ	(Mandatory in NH)				00,10,202	00,10,2021	E.L. DISEASE - EA EMPLOYE	Ξ\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
- F	Valuable Papers & Records Coverage			DE05(040(20		10/16/2024	On Premises Limit		\$250,000
E	Replacement Cost, \$1,000 Deductible			BFS56848630	10/16/202	3 10/16/2024	Off Premises Limit Limits Per Occurrence		\$25,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC			D 101, Additional Remarks Sched	ule, may be attached it	more space is rec			
RE Th apj Ba Ge	E: Environmental Engineering Services (PS3 e Public Building Commission, the Board o pointed officials, and representatives and an sis on the General Liability, Pollution Liabi ineral Liability, Pollution Liability, Auto Lia ofessional Liability. 30-day notice of cance	080F) f Eduo y othe lity an ability) cation er User id Aut and V	of the City of Chicago, the Ci r Agency or Owner required b to Liability, when required by Workers Compensation, when	ity of Chicago and e y the Commission a written contract. W required by written	ach of their resp re included as A aiver of Subroga	ective Board members, emp dditional Insured on a Prim tion applies in favor of Ado	ary & N ditional 1	Ion-Contributory Insureds on
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	RTIFICATE HOLDER Public Building Commission o	of Chic	-			F THE ABOVE D	ESCRIBED POLICIES BE C DF, NOTICE WILL BE DELI Y PROVISIONS.		
	Richard J. Daley Center, Room	200	AP JLE	PROVED	AUTHORIZED REPRE	SENTATIVE			
	50 W. Washington Street		JLE	5/28/2024	Joseph Orlando				

Chicago, IL 60602

SCHEDULE E KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)



							STAF	F					
DISCIPLINE	James Benco, MS	Ted Cagney, PG	Audrianna Johnson	George Kougias, MS, PG	Scott Letzel, PG	Andrew McGonigle	Emily McGonigle, PE	Joseph Nichols	Lindsay Oliver, PG	Erin Pahomi	Ala Sassila, PhD, PE	Robert Schneider, PG	Nick Widhalm
Years with Current Firm	4	14	3	25	17	3	7	2	17	4	12	3	7
Years in Environmental Industry	4	26	3	28	35	33	7	2	17	4	27	19	17
Experience in Category A	\checkmark	\checkmark	\checkmark	\checkmark	\checkmark			\checkmark	\checkmark	\checkmark	\checkmark		\checkmark
Experience in Category B	\checkmark	\checkmark		\checkmark	\checkmark		\checkmark		\checkmark	\checkmark	\checkmark	\checkmark	
Experience in Category C		\checkmark	\checkmark	\checkmark	\checkmark		\checkmark	\checkmark	\checkmark		\checkmark	\checkmark	
10 Years' Experience in IEPA SRP Project Management				\checkmark	\checkmark						\checkmark		
7 Years' Experience in Managing LUSTs in Illinois		\checkmark		\checkmark	\checkmark						\checkmark	\checkmark	
Owner's Representative Service Experience				\checkmark	\checkmark						\checkmark		
Environmental Grant Administration Experience					\checkmark						\checkmark		
QA/QC Technical Review		\checkmark		\checkmark	\checkmark	\checkmark			\checkmark		\checkmark		



EXPERIENCE

- 4 Years
- Joined GSG in 2020

AREAS OF EXPERTISE

- Environmental Soil and Water Sampling
- Geotechnical Soil Sampling
- Soil Gas Sampling
- Asbestos and Lead Sampling
- Pavement Core Sampling
- Phase I & II ESAs
- Geophysical Field Surveys (EM, Conductivity/Resistivity, Gravity, Refraction, and Reflection Seismology)
- Groundwater Modeling [MODFLOW]
- AutoCAD
- Bentley gINT

EDUCATION

- Master of Science, Geophysics and Seismology, Northern Illinois University, Dekalb, IL, 2019
- Bachelor of Science, Geology and Environmental Geoscience, Northern Illinois University, Dekalb, IL, 2017

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- OSHA 40-Hour HAZWOPER
 Certificate
- OSHA 8-Hour HAZWOPER Supervisor Certificate
- OSHA 8-Hour Confined Space Entry Certificate
- Asbestos Building Inspector Certificate
- Lead Inspector Certificate

James Benco, MS

Geologist

Mr. Benco has a diverse range of experience, with projects varying in size and scope. Specializing in projects with large datasets and various field sampling techniques, Mr. Benco has completed a variety of projects ranging from Phase I/Phase II ESAs and Site Remediation to preparing drawings and coordinating field activities with project managers. His experience includes various field sampling techniques (environmental, geotechnical, soil gas, pavement coring, lead inspection, asbestos inspection, etc.), laboratory data analysis and comparisons, development of specifications and soil management plans, and classifications of soil compared to local, state and federal specifications.

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc., January 2020 - Present

Illinois State Toll Highway Authority, Elgin O'Hare Western Access Geotechnical Upon Request, IL-490 Construction Project – Cook and DuPage Counties, IL (January 2022 – Present)

Geologist

Performed environmental and geotechnical soil sampling and analysis for proposed construction. Responsibilities included coordinating and directing field activities, collecting geotechnical and environmental soil samples, and soil classification according to the Tollway Environmental Studies Manual, including IEPA Tiered Approach to Corrective Action Objectives (TACO) regulations and Clean Construction or Demolition Debris (CCDD) regulations.

Chicago Transit Authority, State & Lake Station (2021) Geologist

Performed environmental and geotechnical soil sampling and analysis for proposed improvements to the CTA State & Lake Street Station. Responsibilities included assisting with utility location and boring location adjustments, oversight of Hydrovac and pavement coring, collecting environmental and geotechnical soil information, collecting environmental and geotechnical soil classification according to USCS protocol, and directing field drill team.

ComED, TSS 82-Crosby, IL (2021)

Geologist

Completed and performed geotechnical and environmental soil sampling and analysis within a hazardous work site for the proposed removal and replacement of transformers, and expansion of on-site storage units. Responsibilities included collecting geotechnical and environmental soil information, collecting soil samples, conducting soil classification according to USCS protocol, and directing the field drilling team.

Capital Complex Power Plant LUST - Springfield, IL (2022)

Geologist

Conducted a LUST Stage I investigation leading to the advancement of a Stage II investigation. Completed a Stage I investigation, including a subsurface and groundwater investigation. A SICR report was generated detailing the activities performed and objectives for this site.

Terra Engineering, Ronan Park, IL (2022) Geologist

Conducted a CSI investigation, including a subsurface soil, groundwater, and soil gas investigation. Responsibilities included performing the soil, groundwater, and soil gas sampling, directing the field drill team, and completing the CSI report for this site.

Geologist



Primera, North and South Cook County Street Improvements Project – Cook County, IL (2022) Geologist

Conducted a Clean Construction and Demolition Debris Assessment for the proposed street mobility improvements. Responsibilities included collecting soil samples, conducting soil classification according to USCS protocol, directing the field drilling team, and completing the CCDD report for the project.

The Resurrection Project, 1535 N. Pulaski – Chicago, IL (2022)

Geologist

Conducted a CSI investigation, including a subsurface soil, groundwater, and soil gas investigation. Responsibilities included performing the soil, groundwater, and soil gas sampling, directing the field drill team, and completing the CSI report for this site.

METRA, One Central (2021)

Geologist

Completed and performed geotechnical soil sampling, and geotechnical rock core sampling for proposed high-rise foundations/caissons for the proposed high-rise buildings atop the proposed structure covering the South Shore Rail Line. Responsibilities included collecting geotechnical soil and rock information, collecting geotechnical soil and rock samples, conducting soil classification according to USCS protocol, and directing the field drill team.

CNECT, Jackson Park Mobility Improvements Project Bid Package 2 - Chicago, IL (2022)

Geologist

Conducted and performed a Clean Construction and Demolition Debris Assessment. Responsibilities included collecting environmental soil information, collecting soil samples, conducting soil classification according to USCS protocol, directing the field drilling team, and completing the CCDD report.

METRA, Millennium & Van Buren Stations (2020)

Geologist

Completed and performed Hazardous building materials survey, and environmental soil sampling for proposed expansion and coverage of the Van Buren and Millennium stations in Chicago IL. Responsibilities during the Hazardous Building Materials Survey included performing a site visit, assisting in collecting asbestos and lead samples, and preparing the Hazardous building materials survey report. Responsibilities during the environmental soil sampling included collecting environmental soil information, collecting environmental soil samples, conducting soil classification according to USCS protocol, and directing the field drill team

METRA, CREATE P2 (2021)

Geologist

Completed and performed geotechnical soil sampling and analysis for the proposed realignment of the elevated railways in the neighborhood of Rock Island, Chicago IL. Responsibilities included collecting geotechnical soil information, collecting geotechnical soil samples, conducting soil classification according to USCS protocol, and directing the field drilling team.

METRA, Rock Island Realignment Project (2020)

Geologist

Completed and performed Hazardous building materials survey, and environmental soil sampling for proposed expansion and coverage of the Van Buren and Millennium stations in Chicago IL. Responsibilities during the Hazardous Building Materials Survey included performing a site visit, assisting in collecting asbestos and lead samples, and preparing the Hazardous building materials survey report. Responsibilities during the environmental soil sampling included collecting environmental soil information, collecting environmental soil samples, conducting soil classification according to USCS protocol, and directing the field drill team.

Chicago Transit Authority, 63rd Street Vehicle Facility (2021)

Geologist

Completed and performed water infiltration testing, and geotechnical and environmental soil sampling for the proposed construction of a vehicle maintenance facility within the 63rd railyard. Responsibilities included performing the water infiltration tests across the project area, collecting geotechnical and environmental soil information, collecting geotechnical and environmental soil samples, conducting soil classification according to USCS protocol, and directing the field drilling team.



EXPERIENCE

- 22 Years
- Joined GGS in 2009

AREAS OF EXPERTISE

- Phase I & II ESAs
- Site Remediation Program Reporting
- LUST Reporting and Closure Remediation Oversight
- Erosion and Sediment Control
- Natural Resource Conversation and Restoration
- Storm Water Quality
- Environmental Permitting

EDUCATION

 Bachelor of Science, Geology Southern Illinois University Carbondale, IL, 1996

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Geologist -# 196.001442, IL
- OSHA 40-Hour HAZWOPER Certificate
- OSHA 8-Hour HAZWOPER Refresher
- OSHA 10-Hour Construction Safety Certificate
- IDOT, Documentation of Contract Quantities Certificate - #16-11414

Ted Cagney, P.G.

Project Geologist & Environmental Scientist

Mr. Cagney's environmental and construction experience and expertise lies in field sampling, cost estimating, non-destructive testing, and overseeing the proper implementation of health and safety plans for construction projects. He has prepared a variety of environmental compliance technical documents including Site Investigation Work Plans, Corrective Action Plans, Closure Reports, and Phase I and Phase II ESAs. Specializing with various states' Leaking UST and Voluntary SRP protocols and working knowledge of federal regulations such as RCRA, CERCLA, and NEPA, he has been responsible for the oversight of emergency response activities at retail petroleum releases which include air monitoring, soil, and water sampling, permitting, and public relations.

RELEVANT PROJECT EXPERIENCE

DuPage County, Fabyan Parkway – Batavia and West Chicago, DuPage County, IL Project Geologist

Completed and performed the Preliminary Environmental Site Assessment (PESA) for the widening and realignment of Fabyan Parkway, between Illinois Route 38 and the DuPage County-Kane County Line, including widening and regarding the existing roadway, installing new drainage structures with curb and gutter, and constructing a new 10-foot-wide multi-use path on the south side of Fabyan Parkway. Responsibilities during the PESA included performing the site visit, reviewing site historic information, reviewing the regulatory database and FOIA responses, and preparing the PESA report.

DuPage County, 31st Street Improvements - Oak Brook, IL Project Geologist

Conducted a Phase II Environmental Site Assessment (ESA) for the 31st Street Improvements between Meyers Road and York Road in Oak Brook, IL. Responsibilities during the Phase II ESA included reviewing previously prepared Phase I ESA report and a Preliminary Environmental Site Assessment for the Project Area, assisting in writing the sampling plan, locating the borings, supervising soil borings, conducting soil classification according to USCS protocol and soil sampling.

Illinois State Toll Highway Authority, Elgin-O'Hare Western Access - Cook and DuPage Counties, IL

Field Manager

Conducted a Preliminary Soils Investigation across three Task Orders for the proposed Elgin-O'Hare Western Access, connecting Interstates 90, 294, and 390 and Chicago O'Hare International Airport, covering approximately seven miles in Cook and DuPage Counties. Responsibilities during the PSI included coordinating training and access to O'Hare Airport, reviewing previously prepared PESA reports and other environmental documents, assisting in writing the sampling plan, locating the borings, conducting outreach to private property owners, supervising soil borings, conducting soil classification according to USCS protocol, and soil sampling.

Illinois State Toll Highway Authority, Reagan Memorial Tollway, and Tri-State Tollway - Oak Brook, IL

Field Manager

Conducted a Clean Construction or Demolition Debris investigation for the installation of new traffic lanes and utilities along the two ramps in Oak Brook, Illinois under Contract RR-13-4117 for I-88 Ramp N and I-294 Ramp M. Responsibilities during the investigation included a review of historical data and environmental databases, a review of design drawings to determine proposed excavation depths and limits, prepared work plan showing the location and depths of borings, preparing a work plan establishing a methodology for performing soil and groundwater sampling and laboratory analysis,



compared analytical data to a Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives and Clean Construction or Demolition Debris (CCDD) criteria to determine reuse and disposal options available during construction, preparation of a summary report documenting activities, analytical results, limits of TACO Tier 1 and CCDD impacted soil and preparing the CCDD LPC-663 permitting forms.

Illinois State Toll Highway Authority, NPDES Compliance, and Inspection Services - Various Counties, IL Field Oversight

Conducted field oversight under Contract No. I-11-4032, at various sites along the Interstate 90 Corridor from I-294 to the Fox River regarding a Storm Water Pollution Prevention Plan (SWPPP) under the intent of Phase II of the Clean Water Act to reduce the amount of erosion, sedimentation, and pollutants that are carried by stormwater into other bodies of water. Responsibilities included oversight on the implementation of an erosion control plan to protect the quality of surface waters by controlling pollution from stormwater discharges in the following counties: Boone, McHenry, Lake, and DuPage.

The City of Evanston, 30-Inch Downtown Feeder Main Rehabilitation - Evanston, IL Project Manager

Conducted a Preliminary Site Investigation (PSI) for the installation of a new 30-inch water line through downtown Evanston, Illinois. Responsibilities included reviewing historical data to identify locations of RECS and potentially impacted properties. Responsibilities during the investigation included a review of historical data and environmental databases, a review of design drawings to determine proposed excavation depths and limits, prepared work plan showing the location and depths of borings, and preparing a work plan establishing the methodology for performing soil and groundwater sampling and laboratory analysis, compared analytical data to Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives and Clean Construction or Demolition Debris (CCDD) criteria to determine reuse and disposal options available during construction, and preparation of a summary report documenting activities, analytical results, limits of TACO Tier 1 and CCDD impacted soil.

Chicago Department of Transportation, Proposed Wells-Wentworth Connection - Chicago, IL (2015 – 2018) Project Geologist

Conducted and performed Phase I and Phase II environmental site assessment (ESA) reports for the proposed connection of Wells Street and Wentworth Avenue in Chicago, Illinois. Responsibilities during the Phase I ESA included performing the site visit, reviewing site historic information, reviewing the regulatory database and FOIA responses, and preparing the Phase I ESA report. During Phase II ESA, responsibilities included supervising soil borings, conducting soil classification according to USCS protocol, soil sampling, geological data interpretation, soil analytical data interpretation, and writing the Phase II ESA report.

Chicago Department of Transportation, Van Buren Street Bridge, Milwaukee Avenue to Techny Road - Cook County, IL Project Geologist

Completed and performed the Preliminary Environmental Site Assessment (PESA) for the Van Buren Street bridge, including the rehabilitation and potential reconstruction of the bridge. Responsibilities during the PESA included performing the site visit, reviewing site historic information, reviewing the regulatory database and FOIA responses, and preparing the PESA report.

Illinois State Toll Highway Authority, Roadway Widening, and Bridge Construction - Cook County, IL Field Oversight

Conducted field oversight for the Central Tri-State Tollway (I-294) Corridor (including I-57 and Ramp B, M.P. 7.3 to 7.7) from the Wisconsin to Indiana state border regarding a Storm Water Pollution Prevention Plan (SWPPP) under the intent of Phase II of the Clean Water Act to reduce the amount of erosion, sedimentation, and pollutants that are carried by stormwater into other bodies of water. Responsibilities included oversight on the implementation of an erosion control plan to protect the quality of surface waters by controlling pollution from stormwater discharges.



Cut on Dotted Line 🛩

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 3886951

LICENSE NO. 196.001442	Department of Financial and Division of Professi	-	
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The official	status of this license can be	verified at IDFPR.illino	is.ao



EXPERIENCE

- 2 Years
- Joined GSG in 2020

AREAS OF EXPERTISE

- Soil Engineering
- Construction Materials Testing

EDUCATION

 Bachelor of Science, Geology Northern Illinois University Dekalb, IL, 2019

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Nuclear Gauge Safety Certification
- OSHA 40-Hour HAZWOPER
 Certification

SPECIALIZED TRAINING

- Google Earth Pro
- Surfer 8
- Various GIS-based Software

Audrianna Johnson

Laboratory Technician

Ms. Johnson has been responsible for construction materials testing and possesses field and laboratory competencies in nuclear gauges, concrete slump cone and air meters, concrete compression testing machines, hand penetrometers, and dynamic cone penetrometers. Audrianna has experience in soil moisture content determination and proof rolling along with an understanding of the United Soil Classification System (USCS).

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc., Oct 2020 - Present

Laboratory Technician

- Performs field and laboratory testing.
- Utilized engineering design plans to either confirm subgrade soil suitability or recommend remediation before the base course, concrete, or asphalt placement.

PREVIOUS WORK EXPERIENCE

Soil Engineering and Testing Consultants, Mount Prospect, IL Geology Intern/Construction Materials Tester

- Monitored ~2000 feet of geotechnical drilling between 5 different projects to determine on-site groundwater conditions, interpret depth to native soils, and maintain clear and concise field logs for proposed foundation and pavement design recommendations.
- Utilized engineering design plans to either confirm subgrade soil suitability or recommend remediation before the base course, concrete, or asphalt placement.
- Performed routine field and laboratory testing and timely reporting of required concrete and asphalt material characteristics.

Northern Illinois University, DeKalb, IL

Undergraduate Research Assistant

- Collaborated with graduate students and professional researchers to maintain a safe, organized, and clean lab environment.
- Operated a scanning electron microscope and a petrographic microscope to analyze the purity of ocean sediment samples.



EXPERIENCE

- 26 Years
- Joined GSG in 1998

AREAS OF EXPERTISE

- Remedial Action Planning
- IEPA Site Remediation Program
- Phase I Due Diligence
- Phase II ESA
- UST Removal and LUST Closure
- Asbestos and Lead-Based Paint Surveys

EDUCATION

- Master of Science, Earth Science, Northeastern Illinois University Chicago, IL, 1991
- Bachelor of Science, Geology, University of Illinois Chicago, IL, 1985

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Geologist, IL
- Certified Professional Geologist, AIPG
- ACI, Concrete Field-Testing Technician, Grade I
- Licensed Asbestos Inspector, IL
- Licensed Lead Inspector, IL
- Licensed Air Sampling Professional, IL
- OSHA 40-Hour HAZWOPER Certificate
- OSHA 8-Hour HAZWOPER Refresher Certificate
- OSHA 10-Hour Construction Safety Certificate
- UST Decommissioning certificate, IFCI
- Mercury Hazard Communication
 Certificate
- Application of Modern Rainfall Frequency Distribution Certificate

George Kougias, MS, P.G.

Sr. Project Manager/Sr. Environmental Geologist

Mr. Kougias has experience in managing a diverse range of environmental, engineering, construction, geotechnical, and remediation-related projects. His expertise includes medium and large projects in the Illinois EPA Site Remediation and Leaking Underground Storage Tank Programs, National Environmental Policy Act Assessments, and Phase I/II Environmental Due Diligence Assessments including Lead-Based Paint and asbestos-containing material inspections, and Clean Construction or Demolition Debris (CCDD) profiling and permitting. His responsibilities include the development of a full range of assessment planning documents, including sampling plans, health, and safety plans, standard operating procedures, and quality assurance/quality control plans, as well as the preparation of design plans and specifications including remedial cost estimates, site management plans, closure plans, and bidding documents. He has worked on corporate, federal, state, and local government projects including the Federal Aviation Administration, General Services Administration, Illinois Capital Development Board, Illinois Department of Transportation, Chicago Housing Authority, Public Building Commission of Chicago, and Chicago Public Schools.

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc., May 1998 - Present

Public Building Commission of Chicago, Black Hawks Training Facility/Future RUSH - Chicago, IL (December 2015 – September 2016)

Sr. Project Manager

Managed the environmental services provided for the redevelopment of the former Malcolm X College site which included the demolition of the Malcolm X College building and site preparation activities for the planned construction of the Blackhawks Training facility. Mr. Kougias was responsible for managing and supervising the completion of numerous assessments including numerous Phase I ESA, Phase II ESA, GPR/Electromagnetic surveys, test pit investigations, removal of USTs, SRP-related investigations (CSI), hazardous building materials surveys including asbestos and lead, PCBs, universal wastes and chemicals, preparation of Remedial Objectives and Remedial Action Plan, and preparation of project environmental abatement, remediation design plans, and remediation oversight. Upon completion of the remedial and site preparation activities, a DRAFT NFR Letter was issued for the property for its subsequent development.

Public Building Commission of Chicago, Back of the Yards High School - Chicago, IL Sr. Project Manager

Supervised activities for the removal of numerous underground storage tanks (UST) from the Back of the Yards High School site. The project included supervising UST removal activities and directing the contractor's activities, oversight of soil removal activities, collecting soil samples from the UST basin and wall, analyzing soil samples for chemicals of concern, comparing the soil analytical results to Illinois EPA Tiered Approach to Corrective Action Objectives (TACO) Tier 1 SROs for residential exposure routes, and preparation of an Underground Storage Tank Removal Letter Report. The LUST incidents were transferred to the SRP, and GSG secured an NFR for the whole site.

The Resurrection Project, Casa Queretaro - Chicago, IL

Sr. Project Manager

Managed this Site Remediation Program project which involved the redevelopment of the former abandoned industrial site. Responsibilities included managing and supervising the completion of numerous assessments including Phase Is and Phase IIs, Electromagnetic Survey, Test Pit Investigation, a Comprehensive Site Assessment (CSI), the enrollment of the site in the Illinois EPA SRP, development of Remedial Objectives and Remedial Action Plan,



developing abatement design and bid documents for the incorporation of the Remedial Action Plan in the construction phase, and reviewing contractor's submittals and invoices. Responsibilities also included supervising the implementation of the Remedial Action Plan, enrolling the site with the Illinois EPA Site Remediation Program, and securing a comprehensive "No Further Remediation" letter for the site.

The Resurrection Project, Various Locations in the Back of the Yards Neighborhood - Chicago, IL

Sr. Project Manager

Project Manager for completion of Environmental Reviews for over 50 separate redevelopment parcels included in the HUD Neighborhood Stabilization Program. Work was completed by the requirements outlined in 24 CFR Part 50. Responsibilities included reviewing readily available site-history information, environmental databases, and a site and vicinity walkover, as well as supervising the completion of the Environmental Review Reports (ERR) with sufficient evidence to issue a finding of Categorical Exclusion by §50.20.

Rosenwald LLC, Rosenwald Courts - Chicago IL (August 2012 - December 2016)

Sr. Project Manager

Managed the environmental phase of the redevelopment of the historic former Rosenwald Courts building site which included the former 454-unit vacant building covering an entire city block and several adjacent lots into 239 residential units of senior and family housing and 40,000 gross square feet of retail and office space with a two-acre professionally landscaped interior courtyard. Mr. Kougias was responsible for managing and supervising the completion of numerous assessments including numerous Phase I ESAs, Phase II ESAs, SRP-related investigations (CSI), geotechnical investigations, preparation project design plans, hazardous materials surveys including asbestos and lead, and remediation oversight to obtain an NFR letter. Additionally, supervised the excavation and removal of on-site soils and multiple USTs including two 45,000-gallon heating oil USTs. Upon completion of the remedial and construction activities, an NFR Letter was issued for the residential use of the property.

Rosenwald LLC, Rosenwald Courts - Chicago IL

Sr. Project Manager

Supervised activities for the removal of numerous underground storage tanks (UST) from a residential housing complex. The project included issuing specifications and bid documents, supervising UST removal activities and directing the contractor's activities, oversight of soil removal activities, collecting soil samples from the UST basin and wall, analyzing soil samples for chemicals of concern, comparing the soil analytical results to Illinois EPA Tiered Approach to Corrective Action Objectives (TACO) Tier 1 SROs for residential exposure routes, and preparation of an Underground Storage Tank Removal Letter Report. The LUST incidents were transferred to the SRP, and GSG secured an NFR for the whole site.

Chicago Public Schools, Juarez School - Chicago, IL

Project Manager

Mr. Kougias was obtained by CPS to perform Project Management oversight to enter the Juarez School proposed expansion site into the Site Remediation Program and ultimately obtain a No Further Remediation Letter. Responsibilities included developing field sampling plans for the investigation of the sites and the delineation of the extent of contamination as well as authorizing Remedial Objectives Reports, Remedial Action Plans, and Remedial Action Completion Reports per SRP requirements. Field activities included the performance of electromagnetic surveys, drilling and sampling of soil borings, geotechnical borings, installation of temporary monitoring wells, and groundwater sampling. Soil, groundwater, and geotechnical sampling were also conducted following the SRP and IEPA requirements and guidelines.

Chicago Public Schools, Public Buildings Commission of Chicago, Back of the Yards High School - Chicago, IL

Project Manager

Managed a Site Remediation Program project which involved the redevelopment of a former industrial site. Mr. Kougias was responsible for managing and supervising the completion of numerous assessments including Phase I, II, and CSI which were conducted in preparation for the planned site construction. Mr. Kougias was also responsible for developing abatement design and bid documents for the construction phase of the project, managing the underground storage tank removals, managing the soil and water disposal, managing the installation of engineering barriers per the IEPA-approved RAP and overseeing the timely review of contractor's submittals. His duties also included supervising the implementation of the developed site demolition, site preparation and/or site remediation specifications, enrolling the site with the Illinois EPA Site Remediation Program, and securing a comprehensive "No Further Remediation" letter for the site.



525-535 West Jefferson Street + Springfield, Illinois 62761-0001 + www.dph.illinois.gov

4/11/2023

08795

GEORGE KOUGIAS 8121 PARK CREST DR. DARIEN, IL 60561

ASBESTOS PROFESSIONAL LICENSE ID NUMBER:

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

Fr	ont of Licen	se	Back of License				
	ASBE PROFES	STOS SSIONAL	ENDORSEMENTS	TC EXPIRES			
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ID NUMBER 100 - 08795	ISSUED 4/11/2023	EXPIRES 05/15/2024					
GEORGE KOUGIA		05/15/2024	AIR SAMPLING PROFESSIONAL				
8121 PARK CREST DARIEN, IL 60561 Environmental F	DR.		Alteration of this license shall r This license issued under authority Department of Publi This license is valid only when act training course cert	of the State of Illinois c Health companied by a valid			

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

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 EMAIL Address: dph.asbestos@illinois.gov

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4/11/2023

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GEORGE KOUGIAS 8121 PARK CREST DR. DARIEN, IL 60561

ASBESTOS PROFESSIONAL LICENSE ID NUMBER:

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8121 PARK CREST DR. DARIEN, IL 60561 Environmental Health Alteration of this license sha This license issued under autho Department of Pu This license is valid only when training course of	rity of the State of Illinois ıblic Health accompanied by a valid

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

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 EMAIL Address: dph.asbestos@illinois.gov

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• 26 Years

AREAS OF EXPERTISE

- Environmental Investigations
- Environmental Remediation Technologies
- Geotechnical Investigations
- Environmental Due Diligence
- Geophysical Surveys

EDUCATION

 Bachelor of Science, Geology– 1986, Northern Illinois University, DeKalb, IL

PROFESSIONAL LICENSES & REGISTRATIONS

- Licensed Professional Geologist, #196-000469, Illinois
- Licensed Professional Geologist, #1884, Indiana
- OSHA 40-Hour HAZWOPER
 Certificate
- OSHA 8-Hour HAZWOPER Refresher
- OSHA 10-Hour Construction Safety Certificate
- Safety Orientation
- UPRR Safety/Metra Safety
- CN/US Contractor

Scott Letzel, PG

Director of Field Services

Mr. Letzel is a Licensed Professional Geologist with environmental assessment and remediation experience. His expertise covers the full range of remediation services, including site characterization, remedial technology selection, feasibility studies, pilot tests, and full-scale corrective actions. His practice is focused on developing creative and cost-effective remediation strategies to meet the objectives of project stakeholders including the property owners, regulatory agencies, potential developers, and the public. He has worked on properties contaminated with chlorinated solvents, heavy metals, and petroleum products, including former Manufactured Gas Plant (MGP) sites, and has provided emergency response services for transportation accidents. He has extensive experience in using risk assessment methods to establish remediation objectives based on future land use – often resulting in significant construction cost savings.

RELEVANT PROJECT EXPERIENCE

Illinois State Toll Highway Authority, Elgin-O'Hare Expressway West Bypass, DuPage and Cook County, Illinois

Field Operations Manager

Managed and scheduled drill crews for environmental, and geotechnical drilling for multiple design projects. Coordinated drilling permits with the Corridor Design Manager to secure access permits with local municipalities, private owners, the City of Chicago, FAA, and IDOT.

Illinois State Toll Highway Authority (ISTHA), Central Tri-Sate Master Plan Field Operations Manager

Managed and scheduled drill crews for approximately 8.5 miles of roadway with the completion of 150 borings for bridge, roadway, retaining walls, and culvert design. Coordinated drilling permits with local jurisdiction municipalities, private owners, and IDOT.

Illinois State Toll Highway Authority (ISTHA), Jane Addams Tollway (I-90) Reconstruction from Kennedy to Oakton - Cook County, IL

Field Operations Manager

Managed and scheduled drill crews for approximately 5.5 miles of roadway with the completion of 205 borings for bridge, roadway, retaining walls, and culvert design. The project included reconstruction and widening of existing mainline and ramp pavements, reconstruction and/or rehabilitation and widening of existing bridges, construction of proposed earth retention walls, construction of new sign structures, construction of new drainage structures, and modification of the existing drainage system.

City of Joliet, Joliet Multi-Modal Facility - Joliet, IL

Field Operations Manager

Responsible for the management of geotechnical and environmental drilling operations to support the design of the new transportation center in downtown Joliet. Planned improvements include three parking lots, roadway widening, a bus turn-around facility, a 5-story parking structure, railroad embankment retaining walls, railroad bridges, embankment platforms, and a stormwater detention basin. Also, responsible for completing permitting, scheduling, coordination with the railroad, utility clearances, and overall execution of the work.

Chicago Transit Authority (CTA), Dan Ryan Track Renewal - Chicago, IL



Project Manager

Managed the investigation of a 10-mile corridor from South Clark Street to 95th Street to assess the environmental condition and evaluate the soil conditions for the planned track renewal along the Dan Ryan Expressway of the CTA's Red Line.

GSG screened the soil analytical results for environmental, soil handling, and waste characterization. The summary reports were incorporated into the project's Plans and Specifications for bidding purposes.

Chicago Transit Authority (CTA), Red-Purple Bypass, and Lawrence to Bryn Mawr Modernization - Chicago, IL

Project Manager

Managed the investigation of a 1.5-mile corridor of the Red-Purple Bypass and Lawrence to Bryn Mawr to assess the environmental condition and evaluate the soil conditions for the planned track renewal along the CTA's Red Line. GSG screened the soil analytical results for environmental, soil handling, and waste characterization. The summary reports were incorporated into the project's Plans and Specifications for bidding purposes.

Illinois Department of Transportation (IDOT) and Indiana Department of Transportation (INDOT), Illiana Expressway, Geotechnical Investigations – Northwest, IL, and IN

Field Coordinator

Directed field engineers and provided scheduling for four drill crews for the entire length of the proposed Illiana Corridor, completing approximately 370 soil borings. The proposed project, running from Interstate 55 in Illinois to Interstate 65 in Indiana, is expected to become the third East-West expressway to connect Northeastern Illinois and Northwest Indiana.

Illinois Department of Transportation (IDOT), Chicago to St. Louis High-Speed Rail – Various Locations, IL

Field Operations Manager

Responsible for management of geotechnical drilling operations to support the design of the 200+ at-grade crossing along the 284 miles long alignment. Also, responsible for completing permitting, scheduling, coordination with the railroad, utility clearance, and overall execution of the work.



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• 30 Years

AREAS OF EXPERTISE

- Facility Management
- Architectural Design
- Project Management Client
- Civil Engineering
- Historic Preservation
- Public Relations

EDUCATION

- Master of Science, Architecture, Manchester Metropolitan University, Manchester, England
- Bachelor of Science, Architecture, Manchester Metropolitan University, Manchester, England

Andrew McGonigle

Architect/Project Manager

Mr. McGonigle's experience in architecture, construction, and project management, both domestic and international includes project sizes up to 1 million square feet and \$35 million. The diversity of projects includes residential, commercial, and educational. The significant breadth of experience managing projects for internal and external entities, includes architects, engineers, legal counsel, contractors, university administration, risk managers, government agencies, donors, and relationships with the local communities. Highly developed communication skills, both written and oral. Ability to manage challenging clients while keeping projects moving forward.

RELEVANT PROJECT EXPERIENCE

Northwestern University - Evanston, IL (1990 – 2020)

Design and Construction

Responsible for all project aspects from conception to completion including master planning, space analysis, examination of the lease market, selection of the professional teams, supervision of the construction documents, selection of contractors, review of bids and contracts, commissioning, civil engineering, soil remediation, and asbestos removal, liaison with the City of Evanston, furniture selection and procurement, control, and dispersal of funds, and supervision of relocations.

Select significant projects include:

- Northwestern Memorial Hospital. Worked with the hospital, Northwestern University administration, and outside counsel to modify the University's Planned Development for its Chicago Campus, to allow for the construction of a new hospital. Planning scope included planning permission for the new hospital, demolition of two existing parking facilities, soil remediation, the construction of award-winning replacement structures housing 3,200 vehicles, emergency generating facilities, subterranean loading facilities, "sky" bridges, and streetscaping for the surrounding neighborhood. Subsequently supervised the design and construction of the university's portion of the project (\$35 million) while ensuring that the adjacent Critical Care Unit and Emergency Room remained operational. Incorporated linear parks into the solutions in keeping with the City of Chicago's new planning requirements. Performed lease negotiations and review of construction to ensure the finished project conformed to the Planned Development.
- SARS-COV-2 (COVID-1.9). Designed and constructed a new laboratory for Prof. Thom McDade responsible for developing a new minimally invasive antibody testing device. Organized return to Campus occupancy for "Opt-Out" Fraternities and Sororities, including defining occupancy rates/ financial viability, social distancing requirements, hygiene, cleaning scope, signage, and researching acceptable social behaviors and cross-university politics.
- The Block Museum of Art. Worked closely with the museum director to establish a program for a replacement structure including identifying the need to master plan the surrounding area, incorporate handicapped access to several buildings, expand the Student Union, and provide an outdoor performance area/sculpture garden. Supervised the design and construction of the museum, a complex addition, which was constructed over, and abutting an existing 20-year-old structure. Commissioned the building to ensure the tight parameters of operation met the design intent. The final solution, a climate-controlled 20,000 sq. ft. facility, cost \$8 million.
- Frances Searle Building. The 1972 building by Walter Netsch utilizing his "Field Theory" is a very complex structure. For the last ten years, designed and built over 36 laboratories, the majority with complex acoustic and restrictive occupancy requirements. Laboratories were designed for a wide variety of uses including studying teams, leadership, and multi-team systems for NASA's Mars landing among other things; pioneering research in neurobiology governing audiology learning, speech, and musical sound perception; voice and swallowing impairment; aspects of aging,



- The Family Institute. Managed the design, construction, and landscaping of a new 20,000 sq. ft. facility for the Family Institute requiring a major change to the Zoning Ordinances, a provider of therapy, support, and education. Additionally, reorganized the interior layout and completed the shelled space to meet the institute's changing needs. The initial project was valued at \$4 million, with an additional \$1.5 million for the "fit out".
 - Ryan Field. Supervised the structural analysis of the university's football stadium, Ryan Field, built in 1927, and the subsequent master planning for a \$24 million renovation. Resurfaced the artificial turf to a more forgiving playing surface.
 - Elder Hall. Supervised the design and construction of a \$4.5 million dining room expansion to a SO-year-old dormitory. This accelerated work was completed in two months during the summer recess.
 - Economic Opportunity Program. Participated in a task force to develop the university's Economic Opportunity Program, to ensure that contractors incorporate diversity in university projects. Efforts included developing the contract language and monitoring vendors' performance, introducing the program to the affected trade organizations, and monitoring its success.
 - Various Civil Engineering Projects. Multiple projects, four involving The City of Evanston interaction, Lincoln Street widening and resurfacing, resurfacing Sheridan Road with three new intersections designs, synchronized signal interaction, new campus entrance way, parking lot and landscaping, and the award-winning Chicago Avenue/Sheridan Road bicycle path design and construction oversight.

Northwestern University, Storage Tanks - Evanston, IL

- 275 East Chestnut Street, Chicago: Disposal of an above-ground tank full of fuel oil No 2. Tank size equated to a medium-sized apartment.
- 222 East Huron Street, Chicago: Underground service gas tank. Contaminated ground but no leakage. An in-depth legal review is required before State Fire Marshall approval.

Northwestern University, Helicopter Lift - Evanston, IL

- 2145 Sheridan Road, Evanston: Organized a two-day helicopter lift for structural steel placement. (Adding a floor to the country's largest research building). The adjacent conference facility with a wedding in progress was not disturbed during the lift. Risk Management, Contractor, Pilot, University Police, and Evanston's First responder's coordination required to ensure pedestrian safety.
- 321 Ontario, Chicago: Antenna placement. Required coordination with all relevant City departments, University Police, Risk Management, Contractor, Pilot, University Police, and Chicago's First responders. The road closure is required.

Northwestern University, Crane Pick - Evanston, IL

Mudd Hall, Evanston: Closed a portion of the campus to lift an extremely large air handling unit on the new building whilst ensuring public safety. Risk Management, University Police, contractor, and Evanston's First responder's coordination are required.

Northwestern University, Parking Structures - Evanston, IL

- 275 East Chestnut, Chicago: Supervised demolition of the structure after the facade fell into the street. Saw the design and construction of an award-winning replacement. Difficult structural problems required the basement floor slab to be retained and ballasted until a new structure was built above.
- Northwestern Memorial Hospital: Worked with the hospital, Northwestern University administration, and outside counsel to modify the University's Planned Development for its Chicago Campus, to allow for the construction of a new hospital. Planning scope included planning permission for the new hospital, demolition of two existing parking facilities, soil remediation, the construction of award-winning replacement structures housing 3,200 vehicles, emergency generating facilities, subterranean loading facilities, "sky" bridges, and streetscaping for the surrounding neighborhood. Subsequently supervised the design and construction of the university's portion of the project (\$35 million) while ensuring that the adjacent Critical Care Unit and Emergency Room remained operational. Incorporated linear parks into the solutions in keeping with the City of Chicago's new planning requirements. Performed lease negotiations and review of construction to ensure the finished project conformed to the Planned Development.

Northwestern University, Parking - Evanston, IL

- Helped maintain the University database on parking spaces. Revision is required each time new construction is undertaken.
- 1908 Sheridan Road Evanston: Separated two parcels of property to provide a Parking Lot and Area; different definitions to avoid Historic Preservation review. The parking lot had water de-tensioning built under with restricted outflow.
- Northwestern Place: Created a new signaled intersection on Sheridan Road, leading to a new campus street. Upgraded an existing parking lot, provided ADA accessibility, drop off for the Kellogg Graduate Business School, loading area, improved lighting, security, and beautification of the area. Construction activity saw the breaking of an unmarked sewer line, requiring emergency action to

ensure scientific research was not interrupted. CN_PBC_JLB_GSG_PS3080F_EnviroEngineeringServices_20240101FINAL



- 5 Years
- Joined GSG in 2016

AREAS OF EXPERTISE

- **Environmental Engineering**
- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Preliminary Environmental Site Assessments (PESA)
- **Preliminary Site Investigations** (PSI)
- **Civil Engineering**
- **ArcGIS Geographic Informational** Systems
- AutoCAD Civil 3D
- **Bentley gINT**

EDUCATION

Bachelor of Science, Civil & Environmental Engineering, Lafayette College, Easton, PA, 2015

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Engineer, 062.073704, Illinois
- Licensed Engineer in Training, Civil Engineering, ET022120, Pennsylvania
- **IDOT Documentation of Contract** Quantities, 16-12265
- **OSHA 40-Hour HAZWOPER** Certificate
- OSHA 10-Hour Safety Certificate

Emily McGonigle, P.E.

Environmental Engineer

Ms. McGonigle has a diverse background in civil and environmental engineering with a mixture of technical and practical experience from her internship, hands-on research, and training. Ms. McGonigle has completed several Phase I and Phase II Environmental Site Assessments for transportation-related projects and private developers, prepared GIS drawings, and coordinated field activities with task leaders. Her experience includes laboratory data review and validation, comparing analytical data to applicable regulatory cleanup objectives and CCDD regulations, and waste management.

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc., June 2016 - Present

Illinois Department of Transportation, District 1 Special Waste Coordinator – Northeastern Illinois (September 2020 – Present)

Special Waste Coordinator

Reviewed and approved the majority of Pre-Construction and Final Construction Reports for the entire District 1 construction projects. Responsibilities included reviewing environmental contractor qualifications, specifications, soil management methods and quantities, and recommendations for approval or rejection of the projects.

Illinois State Toll Highway Authority, Elgin O'Hare Western Access, IL-490 Construction Project - Cook and DuPage Counties, IL (2016-2019) **Environmental Engineer**

Assisted in developing soil sampling plans, technical memorandums, preliminary site investigations, environmental analytical reviews, and soil management plans for numerous task orders for the construction of IL-490, the Elgin O'Hare Western Access. Reviewed previously completed Preliminary Phase I and Phase II Environmental Site Assessments to determine boring locations. Completed site visits for PESA reports and conducted field sampling for PSI investigation for multiple task orders. Field sampling included screening soil samples and collecting soil and groundwater samples. Reviewed and evaluated laboratory analytical data and prepared Phase II Environmental Site Assessments based on IEPA Tiered Approach to Corrective Action Objectives (TACO) regulations and provided recommendations regarding soil management during construction.

CNECT / Chicago Department of Transportation (CDOT), Jackson Park Mobility Improvements Environmental Investigation - Chicago, IL (March 2019 - Present) **Environmental Engineer**

Completed and performed a Phase I ESA investigations for the Site, including reviewing readily available site-historic information, regulatory environmental databases, and Freedom of Information Act responses from local, state, and federal government agencies; performing a site and vicinity reconnaissance; and preparing a report summarizing the findings and conclusions of site assessment. After and based upon the results of the Phase I ESA investigations, performed a PSI for the Site, which included collecting soil samples and installing temporary groundwater wells. The soil and groundwater samples were compared to and classified according to the IDOT Standard Specification Section 669.05 and completed a Soil Management Plan identifying the classification of soil and groundwater disposal requirements for the project.

Chicago Department of Transportation (CDOT), E. 71st Street Streetscape - Chicago, IL (October 2018 – March 2019)

Environmental Engineer

Completed and performed PESA and PSI reports for the proposed E. 71st Street Streetscape project in Chicago, Illinois. Responsibilities during the PESA included performing the site visit, reviewing site historic information, reviewing the regulatory database and FOIA responses, and preparing the PESA report. Responsibilities during the PSI included supervising soil ervices 20240101FINAL Page 42 of 90 Environmental Engineer



borings, conducting soil classification according to USCS protocol, soil sampling, geological data interpretation, soil analytical data interpretation, and writing the PSI report.

Metra, Auburn Park Metra Station – Auburn Park, Chicago, IL (April 2019 – Present)

Environmental Engineer

Services included performing a PESA investigation, including reviewing readily available site-historic information, regulatory environmental databases, and Freedom of Information Act responses from local, state, and federal government agencies; performing a site and vicinity reconnaissance; and preparing a report summarizing the findings and conclusions of site assessment. After and based upon the results of the PESA investigation, Performed PSI investigations for the project area. Responsibilities during the investigation included a review of historical data and environmental databases, a review of design drawings to determine proposed excavation depths and limits, prepared work plan showing the location and depths of borings, preparing a work plan establishing a methodology for performing soil and groundwater sampling and laboratory analysis, compared analytical data to Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives and Clean Construction or Demolition Debris (CCDD) criteria to determine reuse and disposal options available during construction, and preparation of a summary report documenting activities, analytical results, limits of TACO Tier 1 and CCDD impacted soil. The soil and groundwater samples were compared to and classified according to the IDOT Standard Specification Section 669.05 and completed a Soil Management Plan identifying the classification of soil and groundwater disposal requirements for the project.

Chicago Department of Transportation, Jackson Park Mobility Improvements - Chicago, IL (March 2019 – Present)

Environmental Engineer

Completed and performed a Phase I ESA investigations for the Site, including reviewing readily available site-historic information, regulatory environmental databases, and Freedom of Information Act responses from local, state, and federal government agencies; performing a site and vicinity reconnaissance; and preparing a report summarizing the findings and conclusions of site assessment. After and based upon the results of the Phase I ESA investigations, performed a PSI for the Site, which included collecting soil samples and installing temporary groundwater wells. The soil and groundwater samples were compared to and classified according to the IDOT Standard Specification Section 669.05 and completed a Soil Management Plan identifying the classification of soil and groundwater disposal requirements for the project.

The City of Evanston, Howard Street Corridor - Evanston, IL (2018)

Environmental Engineer

Conducted a Preliminary Environmental Site Assessment (PESA) for the redevelopment of Howard Street in Evanston, Cook County, Illinois. Responsibilities during the PESA included performing the site visit, reviewing site historic information, reviewing the regulatory database and FOIA responses, and preparing the report.

Chicago Department of Water Management (DWM), PN 7435 TOR 19-08, Sewer Improvements Project – Chicago, IL (2019) Environmental Engineer

Conducted a Clean Construction or Demolition Debris investigation for the sewer improvements project for the W. Thorndale Avenue Corridor and the Washtenaw Avenue Corridor in Chicago, Illinois under Project No. 7435 TOR 19-08. Responsibilities during the investigation included a review of historical data and environmental databases, a review of design drawings to determine proposed excavation depths and limits, prepared work plan showing the location and depths of borings, preparing a work plan establishing a methodology for performing soil and groundwater sampling and laboratory analysis, compared analytical data to Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives and Clean Construction or Demolition Debris (CCDD) criteria to determine reuse and disposal options available during construction and preparation of a summary report documenting activities, analytical results, limits of TACO Tier 1 and CCDD impacted soil.



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- 6 Year
- Joined GSG in 2021

AREAS OF EXPERTISE

- Phase I & II ESAs
- **Environmental Sampling Procedures** & Drilling Oversite
- Site Remediation Program ٠ Reporting
- **Remediation Oversight**
- **Contaminant Plume Delineation**
- Leaking Underground Storage Tanks •
- Monitoring Well Installation and • Sampling
- Soil and Groundwater Remediation
- ArcGIS & Arc PRO Software

EDUCATION

Bachelor of Science, Geology, ٠ Minor in Mathematics, and a GIS Certificate, Grand Valley State University, Allendale, Michigan, 2017

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- United State Army Corps of **Engineers Quality Management** Certification - 2021
- **IDOT Documentation of Contract** Quantities - 2022
- **OSHA 40-Hour HAZWOPER** Certification - 2018
- OSHA 8-Hour HAZWOEPR Refresher -2023
- ۲ **OSHA 8-Hour HAZWOPER Supervisor** Training - 2023
- **OSHA 10-Hour Construction Worker** Safety - 2021
- IDOT Erosion and Sediment Control Workshop Module I: Fundamental Module - 2022
- IDOT Erosion and Sediment Control Workshop Module III: Inspection Module - 2022
- Michigan Stormwater Operator Certification – 2019 BC II B GSG PS3080F EnviroEngineeringServices_20240101FINAL

Joseph Nichols

Environmental Scientist

Mr. Nichols is an Environmental Scientist with 6 years of experience in environmental consulting and remediation. He is experienced in soil and water remediation, vapor point sampling, low-flow groundwater sampling, LNAPL recovery, soil sampling, and soil classification. He is also proficient in both Autodesk CAD and ARC GIS.

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc., November 2021 – Present

Tetra Tech – Former Carnotite Reduction Company Site (Carnotite) – Chicago, IL Morning Field Team Lead/ Environmental Scientist/ Health Physics Technician

Performed prep and sample collection of weekly air particulate media to monitor airborne dust particles of radium, uranium, and thorium. Additional responsibilities included operating DustTrak equipment and TSI TrakPro software to conduct supplementary particulate dust monitoring. Completed specialized radiation safety training for the following radioactive waste: uranium, thorium, and radium. Authored daily inspector's reports documenting daily activities.

Create P3/GS19 75th Street Interlocking – Chicago, IL

Environmental Scientist

Performed weekly onsite stormwater pollution prevention plan inspections. Includes inspecting outfall protection, silt fence, and stockpiles.

Tollway, Task Order 6 EOWA S10B – Chicago, IL

Environmental Scientist Performed a Preliminary Site Investigation

Metra, Diesel Fuel Piping Release Free Product Recovery- Chicago, IL

Environmental Scientist

Conducted free product monitoring and removal measures of Light Non-Aqueous Phase Liquids (LNAPL) for the Leaking Underground Storage Tank (LUST) incident of an unknown quantity of diesel released. Responsibilities included supervising the removal of the free product at the site using a vacuum truck and stingers placed in the recovery wells where the free product was present, free product gauging, and assisted preparing guarterly reports for the Illinois EPA.

Calico Creek Confluence Stabilization Project - De Soto, Mo

Quality Control Manager

Performed three (3) different bank stabilizations along a 1-mile stretch of the Big River in Missouri for the St. Louis branch of the United States Army Corps of Engineers (USACE). The soil along the Big River contains high levels of lead. The bank stabilizations were performed to prevent contaminated soil from being eroded downstream. Involved as the Quality Control Manager for the project where I performed quality control checks for each definable feature of work, logged daily progress, and wrote daily reports, activity hazard analyses (AHAs), and submittals. Assisted the prime contractor in writing requests for information (RFIs) and requests for pricing (RFPs).

AGO Stanton - Stanton, MI

Staff Geologist

Performed multiple contaminant plume delineations for a leaking underground storage tank (LUST) for a reported release in 2017. Installed multiple groundwater wells and vapor pins and completed quarterly sampling events. Performed oversight for quarterly free product vacuum events. Helped write quarterly reports for the state of Michigan's Department of Environmental Great Lakes and Energy (EGLE).



AGO Fruitridge – Grand Rapids, MI

Staff Geologist

Assisted in tank and pump removal for a raze and rebuild of the existing gas station on site. Performed soil sampling to determine the contamination of the leaking underground storage tank (LUST) that was found during tank removal. Oversaw the removal and disposal of contaminated soil leaving the site.

Stocking Avenue Gas Station – Grand Rapids, MI

Staff Geologist

Performed oversight of tank removal, excavation of contaminated soil from leaking underground storage tank (LUST), and disposal of contaminated soil off-site. Collected soil samples to find a clean bottom and sides of the excavation.

City of Portage SWPP - Portage, MI

Staff Geologist/ Stormwater Operator

Severed as a certified Michigan stormwater operator for the city of Portage, MI. Performed yearly outfall checks, semi-annual E. Coli sampling, quarterly monitoring well gauging, and collected first flush samples. Assisted in writing the annual outfall report for the city of Portage.

1250 Madison – Grand Rapids, MI

Staff Geologist

Collected quarterly vapor pin air monitoring samples and set up multiple SUMMA air monitoring canisters. Installed sub-slab vapor remediation system and vapor pins to monitor soil-gas contamination from a former dry cleaner located on-site.

Former Zephyr Oil Refinery – Muskegon, MI

Field Technician

Assisted in performing In-Situ remediation for the state of Michigan. Mixed, tracked, and injected sodium persulfate and caustic soda into 1,000 permanent wells and used a vac-truck to move the chemical mixture through the groundwater and remove LNAPL from the site.



• 17 Years

AREAS OF EXPERTISE

- Environmental Management
- Sustainability Assessment (INVEST)
- NEPA Process
- Public Outreach
- Phase I & II Environmental Site Assessments
- Illinois State Remediation Program

EDUCATION

 Bachelor of Science, Geophysical Science – 2005, University of Chicago, Chicago, IL

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Geologist, 196.001409, Illinois
- Qualified Compliance Inspector of Storm Water (QCIS)
- OSHA 40-Hour HAZWOPER
 Certificate
- OSHA 10-Hour Construction Safety and Health Certificate
- OSHA 8-Hour HAZWOPER Refresher Training

Lindsey Oliver, PG

Sr. Environmental Scientist

Ms. Oliver is a Licensed Professional Geologist specializing in environmental review and assessment, Clean Construction and Demolition Debris (CCDD) evaluation, special and hazardous waste management, and sustainability assessment following the FHWA's Infrastructure Voluntary Evaluation Sustainability Tool (INVEST) evaluation. Ms. Oliver is proficient in performing Phase I and Phase II Environmental Site Assessments and has completed Illinois Site Remediation Program and UST regulatory reporting for government agencies and private clients. Ms. Oliver currently serves as the Environmental Design Manager for the Illinois Tollway General Engineering Consultant. Ms. Oliver served as the Deputy Landowner Relations Manager for a large multi-state highway planning and development project, where she coordinated all private landowner communications and notifications for pre-construction surveys.

RELEVANT PROJECT EXPERIENCE

Tollway General Engineering Consultant Services

Environmental Design Manager

Ms. Oliver leads a team of engineers and scientists to conduct environmental reviews of Phase I and Phase II ESA reports, soil handling and management design for construction projects, reviewing Sustainability design INVEST submittals, and updating environmental design manuals annually. She coordinates and collaborates with the design consultants through various phases of design and construction projects to ensure that design and construction projects are completed in accordance with the Tollway Environmental Studies Manual.

Illinois Department of Transportation), Indiana Department of Transportation, and Federal Highway Administration, Illiana Corridor Tiered Environmental Impact Statement - IL and IN

Deputy Landowner Relations Manager

Involved in public and landowner outreach for the Illiana Corridor project, which was a proposed 50-mile greenfield highway project in Illinois and Indiana. Working as Deputy Landowner Relations Manager, her responsibilities included supervising landowner relation representatives for over one thousand properties, establishing protocols for various comment response systems, advising survey teams of property entry procedures, and attending public meetings. Also, responsible for producing personalized correspondence on behalf of the DOTs to address the public's questions and concerns. Coordinated the efforts of a multidisciplinary team to process, respond to, and revise over 2,400 comments on the Tier One and Tier Two Deiss for publication in the respective Feiss. Working with the public has provided her with a broad understanding of all aspects of the project, which included land acquisition, environmental studies, engineering, and financing.

Illinois Site Remediation Program Closures, Various Locations - Chicago, IL Project Geologist

Obtained multiple No Further Remediation (NFR) Letters through the Illinois Site Remediation Program (SRP) for public and private clients. Prepared comprehensive site investigations, remedial objectives reports, remedial action plans, and remedial action completion reports per SRP requirements. Field activities included electromagnetic surveys, environmental and geotechnical soil borings, installation of temporary monitoring wells, and groundwater sampling. Representative projects include:

- ComEd Hegewisch substation expansion 5 acres site
- Chicago Park District (CPD), Mary Bartelme Park, 2.3-acre Site with Soil Management Zone Chicago, IL
- Lawndale Christian Health Center, Northern Environmental Development, 0.76-acre site with IEPA approval of an Alternative Engineered Barrier Chicago, IL



City of Chicago Hegewisch Marsh, Delineation and Remediation Oversight - Chicago, IL

Project Manager

Managed delineation of previously identified hazardous materials at Hegewisch Marsh, a

100-acre natural area in south Chicago. Worked with the Chicago Department of Environment to develop alternative remediation objectives and create plans and specifications to preserve the ecosystem during the remediation activities.

Phase I Environmental Site Assessments - Various Locations, IL and MI

Senior Environmental Scientist

Completed numerous Phase I ESAs for residential, commercial, and industrial properties by ASTM Standard E1527-13. Performed site visits, reviewed site historic information, reviewed regulatory database and FOIA responses and prepared Phase I ESA reports. Notable projects include:

- Metra, Union Pacific West Line, Special-Hazardous Waste Assessments for Over 8 miles of Union Pacific railroad right-of-way -Cook, Kane, and DuPage Counties, IL
- Chicago Park District (CPD), 115 S. Sangamon Chicago, IL
- General Service Administration, Rosa Parks Federal Building Detroit, MI
- Chicago Housing Authority (CHA), 501 W. Surf Street Chicago, IL
- Public Building Commission of Chicago (PBC), Kelly Curie High School Chicago, IL
- NWS Architects, 55 E. Monroe Chicago, IL
- Chicago Department of the Environment, 5327 W. Chicago Avenue Chicago, IL
- Prologue, 10509 S. Torrance Chicago, IL
- First Chicago Bank & Trust, 3655 Irving Park Road Chicago, IL

Phase II Environmental Site Assessments - Various Locations, IL

Project Geologist

Completed numerous Phase II ESAs for residential and commercial properties. The site investigation activities included collecting surface and subsurface soil samples, reviewing analytical data, comparing data to the Illinois EPA TACO SROs for residential and commercial properties, and preparing summary reports.

The following is a list of sample projects:

- Albrecht, 10625 Franklin Avenue Franklin Park, IL
- Great Bank, 4925 W. Fullerton Avenue Chicago, IL
- UNO, 4248 W. 47th Street Chicago, IL
- Public Building Commission of Chicago (PBC), Beverly Branch Library Chicago, IL
- 2744 N. Southport LLC, 2744 N. Southport Chicago, IL
- Chicago Department of the Environment, Wells Street Extension Chicago, IL

Leaking Underground Storage Tank (LUST) Removals, Various Locations - Chicago, IL

Project Geologist

Supervised the removal of several USTs for commercial and local government agencies. Involvement included preparing a site safety plan, reviewing contractor's submittals, coordinating UST removal activities, performing air monitoring during the UST removal, collecting confirmation soil samples, supervising soil removal activities, and preparing the required Illinois EPA reports such as 20-day, 45-Day, and Remediation Completion Report. Sample projects include:

- GMP, 87th Street Development Chicago, IL
- Meccor, 5400 North Broadway Chicago, IL
- Public Building Commission of Chicago (PBC), Beverly Branch Library Chicago, IL



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For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 3886246

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- 3 Years
- Joined GSG in 2020

AREAS OF EXPERTISE

- Hazardous Building Materials Surveys
- Asbestos and Lead Sampling
- Phase I & II ESAs
- Preliminary Environmental Site Assessments (PESAs)
- Preliminary Site Investigations (PSIs)
- Field Inspections and Oversight
- Environmental Soil and Groundwater Sampling

EDUCATION

 Bachelor of Science, Geology and Environmental Geosciences, Northern Illinois University, Dekalb, IL, 2019

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- IDPH Lead Inspector License
- IDPH Asbestos Building Inspector License
- OSHA 40-Hour HAZWOPER
 Certificate
- OSHA 8-Hour HAZWOPER Refresher
- OSHA 10-Hour Outreach Training Program – Construction
- ICT/IDOT Erosion and Sediment Control Workshop – Module I and Module III

SPECIALIZED TRAINING

- ICT/IDOT Erosion and Sediment Control Workshop – Module I and Module III
- gINT soil boring logs
- GSSI Ground Penetrating Radar (GPR)
- AutoCAD (software for drafting)
- Soil Resistivity Testing 4-point Wenner Method
- Confined Space Training
- Fall Protection Training

Erin Pahomi Environmental Scientist

Ms. Pahomi is an Environmental Scientist with 3 years of experience which encompasses projects in Phase I/II Environmental Due Diligence Assessments, Hazardous Building Materials Surveys, including Lead-Based Paint (LBP), Asbestos-Containing Material (ACM) inspections. She is experienced in soil remediation oversight, environmental soil, soil gas, and groundwater sampling, and Geophysical Surveys requiring GPR and other geophysical equipment. Experienced in authoring reports, analytical data evaluation, and creation of remedial plans. As an Environmental Scientist, she is experienced in collecting material samples (water, soil, suspect ACM, and suspect LBP) for specialized testing services.

RELEVANT PROJECT EXPERIENCE

GSG Consultants, Inc., March 2020 - Present

Tetra Tech, Former Carnotite Reduction Company (Carnotite)- Chicago, IL Field Engineer

Conducted field sampling of air particulate media to monitor airborne dust particles of radium, uranium, and thorium for the remediation of the former Carnotite Reduction Company. Additional responsibilities included operating DustTrak equipment and TSI TrakPro software to conduct supplementary particulate dust monitoring. Completed specialized radiation safety training for the following radioactive waste: uranium, thorium, and radium. Authored daily inspector's reports documenting daily activities.

Metra, Diesel Fuel Piping Release Free Product Recovery- Chicago, IL Environmental Scientist

Conducted free product investigation, monitoring, water sampling, and removal measures for the Leaking Underground Storage Tank (LUST) incident of an unknown quantity of deiseal released. Responsibilities included supervising the removal of the free product at the site using a vacuum truck and stingers placed in the recovery wells that have free product present, free product gauging, quarterly water sampling, oversight, and preparing quarterly reports for the Illinois EPA.

Chicago Public Schools (CPS), Read Dunning High School Running Track- Chicago, IL Field Engineer

Conducted field oversight during soil remediation/construction activities and installation of engineered barriers for the construction of the Read Dunning High School running track and field. Responsibilities included detailed field documentation of daily soil remediation/ excavation activities, documentation of soil movement (import, export, quantity, placement), collecting soil samples, supervising soil excavation activities, and ensuring compliance with the project's specification and soil management plans and implementation of the IEPA-approved Remedial Action Plan. Authored daily inspector's reports documenting daily activities.

Chicago Housing Authority (CHA), Parkside of Old Town- Chicago, IL

Environmental Construction/Safety Manager and Trainer

Conducted field oversight during soil remediation/construction activities for the development of the Parkside of Old Town affordable housing complexes. Responsibilities included field documentation of soil movement (import, export, quantity, placement), supervising soil excavation activities, and providing oversight for soil /water removal and disposal for compliance with the project's design plans and specifications. Authored daily inspector's reports documenting daily activities.

Public Building Commission of Chicago (PBCC), New Southwest Hancock Selective Enrollment High School- Chicago, IL



Performed oversight of the remedial activities which included the excavation and removal of on-site soils and their disposal by their waste classification and project's Soil Management Plan and placement of engineered barriers. Responsibilities included detailed field documentation of daily soil remediation/excavation activities, documentation of soil movement (import, export, quantity, placement), collecting soil samples, supervising soil excavation activities, and ensuring compliance with the project's specification and soil management plans and implementation of the IEPA-approved Remedial Action Plan. Authored daily inspector's reports documenting daily activities.

The Resurrection Project, Casa Durango – 2008-12 S. Ashland Illinois EPA Site Remediation Program Reporting – Chicago, IL Environmental Scientist

Services included performing a Phase I ESA, Phase II ESA, SRP-related investigations, and remediation oversight to obtain an NFR letter. Assisted in CSI investigation which included a subsurface soil and groundwater investigation. A CSI/ROR/RAP report was generated detailing the activities performed and remediation objectives for the site. Upon completion of the remedial and construction activities, an NFR Letter will be issued for the residential use of the property.

Chicago Transit Authority/Chicago Department of Transportation, State/Lake Loop Elevated Station - Cook County, IL Environmental Scientist

Completed and performed Phase I Environmental Site Assessment for the proposed reconstruction of the existing CTA State/ Lake elevated station in Chicago, IL. Responsibilities during Phase I included performing the site visit, reviewing site historic information, reviewing the regulatory database and FOIA responses, and preparing the Phase I report.

Chicago Department of Transportation, Grand Avenue Improvements – North Damen Avenue to North Ogden Avenue – Cook County, IL Environmental Scientist

Completed and performed Preliminary Environmental Site Assessment (PESA) report for the proposed improvement to West Grand Avenue in Chicago, IL. Responsibilities during the PESA included performing the site visit, reviewing site historic information, reviewing the regulatory database and FOIA responses, and preparing the PESA report.

Hazardous Building Materials Survey Investigations

Environmental Scientist/Asbestos Building Inspector

Involvement in Hazardous Building Materials Survey investigations including identifying suspect asbestos-containing material (ACM), Lead-Based Paint (LBP), polychlorinated biphenyl (PCB) -containing equipment, mercury-containing components, mold, chlorofluorocarbon (CFC) -containing equipment, and containerized hazardous materials that may require removal, special handling, and/or disposal before planned renovation or demolition activities. Also, prepared abatement design plans and specifications and developed associated abatement cost estimates. The following is a list of projects:

- Chicago Department of Aviation, Terminal 3 at O'Hare International Airport Chicago, IL
- Chicago Department of Aviation, Hilton Hotel at O'Hare International Airport Chicago, IL
- HOH Group INC., 547 W. Jackson Metra Headquarters Building HVAC Upgrade Chicago, IL
- TYLIN International, Westmont Metra Station Westmont, IL
- TYLIN International, Harvey Transportation Center Improvements Harvey, IL
- CDM Smith, CTA Des Plaines Rail Yard Lead Track Improvements Forest Park, IL
- WSP/Metra PMO, Metra Homewood Station Renovation Homewood, IL
- WSP/Metra PMO, Metra 79th Street, 87th Street, and 103rd Street Renovations Chicago, IL
- Osman, Former "Our Lady of Loretto" church and school buildings Hometown, IL
- TYLIN International, CTA Cottage Grove Station JPCOT Renovation Chicago, IL
- Randolph/Clinton LCC, 150-162 N. Clinton Chicago, IL
- The Resurrection Project, 2008-2012 S. Ashland Chicago, IL
- The Resurrection Project, 1850 S. Racine Chicago, IL
- HOH Group, INC., Metra Western Avenue Yard Wastewater System Upgrade Chicago, IL
- Primera, Chain O' Lakes State Park Visitors Center Spring Grove, IL
- Metra, 14th Street BNSF Yard CCF Building Generator Chicago, IL
- Chicago Transit Authority/Chicago Department of Transportation, State/Lake Loop Elevated Station Chicago, IL
- WSP/Metra PMO, 51st Street Yard Service Building Demolition Chicago, IL
- HOH Group INC., Union Pacific Railroad (UPRR) California Yard Train Wash Demolition Chicago, IL
- Holabird & Root, Evanston Animal Shelter Demolition Evanston, IL

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ISSUED 1003124 2/1/2023 Erin Pahomi

1/31/2024



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1252 Olde Farm Rd Apt 201 Schaumburg, IL 60173 ILLINOIS LEAD PROGRAM

Environmental Health

CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Accredited by the Illinois Department of Public Health

 ERIN PAHOMI

 has completed the ASBESTOS INSPECTOR'S REFRESHER course and successfully passed the

 examination on 01/28/2023
 with a minimum score of 70% or better. Training was in accordance

 with U.S. E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools:

 Model Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA.



37 S Ashland Ave, Chicago, IL 60607 @ www.public-health-safety.com

01/28/2023

Course Dates:

01/28/2024

Expires:

2301BIR28 Certificate Number: n Purgs APA

Director of Training

Doctor of Public Health

Nicholas J. Peneff

Phone: 312-491-0081

FORM # A-010B



Page 53 of 90



- 33 Years
- Joined GSG in 2003

AREAS OF EXPERTISE

- Environmental Site Assessment
- IEPA Site Remediation Programs
- Geotechnical Infrastructure/ Foundation Analysis
- Surface Water Hydrology
- Roadway and Airport Construction Programs

EDUCATION

- Doctorate of Philosophy, Civil Engineering, 1997, Illinois Institute of Technology, Chicago, IL
- Master of Science, Civil Engineering 1988, Florida International University, Miami, FL
- Bachelor of Science, Civil Engineering – 1986, Florida International University, Miami, FL

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Engineer Illinois, Indiana, Wisconsin, Maryland, Pennsylvania, Florida, Georgia, Louisiana, Alabama, and South Carolina
- IDPH Licensed Asbestos Designer
- QA/QC Document Reviewer
- LRFD for Highway Bridge
 Substructures and Earth Retained
 Structures, National Highway
 Institute, November 2009
- IDOT Contract Documentation
- Construction Administration for Engineer- ASCE, August 2006
- Surface Drainage Design- ASCE, November 2004
- Structural Condition Assessment-ASCE, June 2004
- Water Surface Profile- HEC- RAS, ASCE, June 2000
- Floodplain Hydrology and Watershed Modeling, April 1999

Ala Sassila, Ph.D., P.E.

Principal

Dr. Sassila's experience includes managing and coordinating work activities with multidisciplinary teams for several large-scale infrastructure projects. He supervises and coordinates the work activities of multi-disciplinary teams from project planning, design development, and construction management projects. He is responsible for setting work units and/or project deadlines, leads and directs the work of various departments, and evaluates, selects, and recommends engineering techniques, procedures, and criteria to complete projects cost-effectively. He supervises the performance of all necessary tasks to develop and deliver projects, negotiate contracts, allocate resources, solve problems, and perform final QA/QC reviews of all project deliverables.

RELEVANT PROJECT EXPERIENCE

Environmental Site Assessment, CCDD Assessments, and Hazardous Building Materials Survey - Various Locations, Illinois

Principal In Charge

Dr. Sassila supervised the completion of numerous Phase I and Phase II Environmental Site Assessments, hazardous building materials inspection, Illinois EPA Site Remediation Program, Leaking Underground Storage Tank reporting, and Clean Construction or Demolition Debris assessment. Dr. Sassila assisted in securing "No Further Remediation" letters from the Illinois EPA for residential and industrial, and commercial properties and completed numerous environmental assessments for transportation development-related projects.

The following is a partial list of recent projects completed by Dr. Sassila:

- Illinois State Toll Highway Authority (ISTHA), I-294 Reconstruction (5 construction contracts for a total of 12 miles) (2017-2020)
- Illinois State Toll Highway Authority (ISTHA), Elgin-O'Hare Western Access (12 Task Orders) (2016-2019)
- Illinois State Toll Highway Authority (ISTHA), Maintenance facility construction, Contract 4079 (5 sites) (2014-2021)
- METRA Millennium platform Improvement and track alignments CCDD Assessments and Hazardous Building Materials survey and Abatement Plan (2020 2021)
- METRA 47th Street Shop Renovation, CCDD Assessments, and Hazardous Building Materials survey and Abatement Plan (2020 2021)
- Lake Shore Drive Mobility Improvements / Obama Presidential Center (2018 2020)
- Chicago Transit Authority Lake-Damen Station CCDD Assessment and hazardous building materials (2016-2018)
- Chicago Transit Authority Red-Purple Line Modernization, CCDD Assessment, and hazardous building materials, (2016-2018)
- Chicago Department of Water Management 15 Task Order Requests (50 various locations), City of Chicago (2014-2021)
- Red Line Reconstruction 10 miles of track replacement (2012-2014)
- Chicago Transit Authority Green Line Cermak Road Station Upgrade, CCDD Assessment and hazardous building materials (2012-2014)
- Kerry Wood Stadium, Chicago Public Schools / Chicago Park District (2014-2016)
- Joliet Multi-Modal Transportation Center, City of Joliet, IL (2014-2016)

Illinois EPA Site Remediation Program and Leaking Underground Storage Tanks Investigation and Reporting, Various Locations, Illinois Principal In Charge

 Seismic Design of Highway, National ^{CN} Highway Pins ନିୟୁକ୍ଟ 1992 _ EnviroEngineeringServices_20240101FINAL Principal



Dr. Sassila supervised the completion of numerous Phase I and Phase II Environmental Site Assessments, and Illinois EPA Site Remediation Program and Leaking Underground Storage Tank reporting. Dr. Sassila assisted in securing "No Further Remediation" letters from the Illinois EPA for residential and industrial and commercial development projects. Below is a partial list of recent projects supervised by Dr. Sassila:

- Former City College Malcolm X Campus / PBBC
- Read Dunning High School / PBBC
- Kerry Wood Stadium, Chicago Public Schools / Chicago Park District
- Back of the Yards High School, Phase I and Phase II ESA, and SRP reporting and closure
- Kelly Curry Gage Park High School, Building Commission of Chicago
- South Shore High School, Building Commission of Chicago Public Building Commission of Chicago
- Langston Hughes Campus Park, Public Building Commission of Chicago
- Mark Skinner Elementary School
- Westinghouse High School, Public Building Commission of Chicago

Remediation Oversight and Construction Management, Various Locations, Illinois

Principal In Charge

Dr. Sassila has been involved in numerous remediation oversight and construction management. These projects varied from small residential properties to 10 acres of industrial and commercial properties. Dr. Sassila supervised the preparation of design plans, and technical specifications to meet the client's objectives and future site use.

Below are samples of remediation oversight and remediation construction management projects:

- Read Dunning High School, Chicago, IL
- South Shore High School, 75th Street and Jeffery Blvd, Chicago, IL
- Kelly Curie Gage Park High School 53rd and St. Louis, Chicago, IL
- Westinghouse School Campus Park, 3301 Franklin Blvd, Chicago, IL
- Skinner Elementary School, 1211 West Adams, Chicago, IL
- Langston-Davis Hughes School, Wentworth and 103rd Street, Chicago, IL

NEPA Environmental Assessments, Various Locations, Illinois

Principal In Charge

Supervised the completion of several NEPA EAs by 24 CFR Part 58, U.S. Department of Housing and Urban Development (HUD) Form 4128, and the HUD Handbook 1390.2.

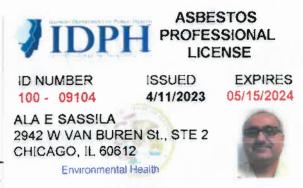


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525-535 West Jefferson Street - Springfield, Illinois

ALA E SASSILA 2942 W VAN BUREN St., STE 200 CHICAGO, IL 60612

ASBESTOS PROFESSIONAL LICENSE ID NUMBER:

09104

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

4/11/2023

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

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PROTECTING HEALTH. IMPROVING LIVES

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• 18 Years

AREAS OF EXPERTISE

- Geology/Hydrogeology
- Leaking Underground Storage Tank (LUST)
- Site Remediation Program (SRP)
- Remediation Oversight
- Phase I and II Environmental Site Assessments (ESAs)
- Soil Gas Sampling

EDUCATION

• Bachelor of Science (Geology), University of Nebraska-Lincoln, Lincoln, NE

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- Licensed Professional Geologist, 196.001419, Illinois
- OSHA 40-Hour HAZWOPER Certificate
- OSHA 8-Hour HAZWOPER Refresher

Robert Schneider

Geologist

Mr. Schneider is a Project Geologist with over 18 years of environmental consulting experience. He has extensive experience with corrective action development and strategy in the Leaking Underground Storage Tank (LUST) programs in Illinois and Indiana and the Site Remediation Program (SRP) and Voluntary Cleanup Program in Illinois and Indiana, respectively. He has experience with completing National Pollution Discharge Elimination System (NPDES) permit applications for sites in Illinois and Indiana, too. His key skills include FOIA and land records research, field investigation coordination, health/safety oversight, and project reporting for a variety of projects throughout several Midwestern states, including Illinois, Indiana, Kentucky, Michigan, Ohio, and Wisconsin.

Municipal Improvements Project – Pershing Drive, Racine, Wisconsin Project Geologist

Prepared an environmental assessment sampling plan for a municipal improvements project along Lake Michigan. Compared analytical data to Non-Industrial direct contact (DC) residual contaminant levels (RCLs) and Soil to Groundwater (GW) RCLs developed in accordance with NR 720 Wis. Admin. Code and prepared summary report.

Senior Housing Project (Section 202) – North Pulaski Road, Chicago, Illinois Project Geologist

Assisted in this Site Remediation Program project with the completion of required IEPA SRP reporting and evaluation of data in accordance with TACO (35 III. Admin. Code 742). Completed environmental assessment in accordance with HUD regulations (24 CFR Part 50).

Private Natural Gas Distributor – West Ferry Road, Naperville, Illinois Project Geologist

Supervised the removal of a waste oil UST from the power plant facility. Involvement included reviewing contractor's submittals including Waste Generator Forms, backfill submittals, and permits, coordinating UST removal activities, collecting confirmation soil samples, and supervising soil removal activities. Preparing the OSFM site assessment on the behalf of the owner and the required Leaking Underground Storage Tank program reporting including the 20-Day certification, 45-Day Report/Closure report.

Private Natural Gas Distributor – West Ferry Road, Naperville, Illinois Project Geologist

Supervised the removal of a waste oil UST from the power plant facility. Involvement included reviewing contractor's submittals including Waste Generator Forms, backfill submittals, and permits, coordinating UST removal activities, collecting confirmation soil samples, and supervising soil removal activities. Preparing the OSFM site assessment on the behalf of the owner and the required Leaking Underground Storage Tank program reporting including the 20-Day certification, 45-Day Report/Closure report.

Private Natural Gas Distributor – North 14th Street, DeKalb, Illinois Project Geologist

Supervised the removal of diesel and gasoline USTs from the maintenance facility. Involvement included reviewing contractor permits and coordinating UST removal activities. Preparing the OSFM site assessment on the behalf of the owner and the required Leaking Underground Storage Tank program reporting. Geologist



Private Retail Petroleum Client – West 79th Street, Bridgeview, Illinois

Project Geologist

Completed IEPA LUST program reporting (SICR/CACR addendum), TACO groundwater modeling, and hydraulic conductivity calculations. Completed LUST reimbursement budgeting and claims. An NFR letter was obtained, and the owner received LUST reimbursement.

Water Reclamation Facility – Derby Lane, Orland Park, Illinois

Project Geologist

Conducted a Preliminary Environmental Site Assessment (PESA) for the redevelopment of the site. Responsibilities during the PESA included performing the site visit, reviewing site historic information, reviewing the regulatory database and FOIA responses, and preparing the report. Additionally, Conducted a Clean Construction or Demolition Debris investigation for the project including a review of historical data and environmental databases, a review of design drawings to determine proposed excavation depths and limits, prepared a work plan showing the location and depths of borings, and performed soil and groundwater sampling and laboratory analysis, compared analytical data to Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives and Clean Construction or Demolition Debris (CCDD) criteria to determine reuse and disposal options available during construction. Completed the required LPC 663 form for the contractor's use at the project.

Bus Maintenance Garage - Expansion and Improvements - Illinois Route 31, Elgin/South Elgin, Illinois

Project Geologist

Completed Limited PESA and site visit for a bus maintenance garage and adjoining offsite property as part of the site expansion. Responsibilities during the PESA included performing a walk-thru of both properties, identifying recognized environmental conditions (RECs), reviewing site historic information, reviewing regulatory database and FOIA responses, and preparing the PESA report.

Industrial/Commercial Development – South Kilpatrick Avenue, Chicago, Illinois

Project Geologist

Completed IEPA SRP reporting (RACR and Response Letter), incorporating and evaluating data provided by prior consultants in prior CSI/ROR/RAP reports and evaluating site remedial/construction activities performed by the client. Oversaw installation of engineered barriers per the IEPA-approved Remedial Action Plan. Managed through the discovery of two previously unknown USTs and two previously unknown vaulted tanks. Obtained NFR letter.

Public Housing Projects - West Cullerton Street and South Racine Avenue, Chicago, Illinois

Project Geologist

Assisted in this Site Remediation Program project which involved the removal of a subsurface structure and source materials from the site and the installation of engineered barriers. Oversaw the completion of required IEPA SRP reporting, and conducted groundwater modeling for the subsequent issuance of an NFR letter for the site. Prepared and submitted groundwater ordinance notification letters.

Cook County Forest Preserve – 134th Street, Chicago, Illinois

Project Geologist

Evaluated soil analytical data and developed on-site soil management specifications. Provided soil remediation cost estimates for the client. Reviewed and evaluated draft specifications.

DuPage River Salt Creek Fullersburg Woods – DuPage County, Illinois

Project Geologist

Evaluated wetland sediment analytical data and developed on-site soil management specifications. Evaluated polychlorinated biphenyl (PCB) concentrations in wetland sediments. Prepared soil management plan.

Medical Center Expansion Project – Chicago, Illinois

Project Geologist

Oversaw completion of the Phase I ESA. Completed Phase II ESA report, CCDD assessment, and limited soil gas investigation for the proposed IMMC CAC Expansion in Chicago, IL. Responsibilities during the Phase II ESA included developing the site investigation plan, evaluating, and compiling the data, and writing the Phase II ESA report. Responsibilities during the limited soil gas investigation included developing the sampling plan, coordinating the fieldwork, and evaluating and presenting the results in a report.



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- 14 Years
- Joined GSG in 2015

AREAS OF EXPERTISE

- Historical Site Assessment
- Field Activity Reporting
- Field Crew Management
- GPS Location

EDUCATION

• Bachelor of Arts, History, Southern Illinois University, Carbondale, IL, 2012

LICENSES, REGISTRATIONS, & CERTIFICATIONS

- OSHA 40- Hour HAZWOPER Certificate
- OSHA 10-Hour Construction Safety Certificate
- IDOT, Documentation of Contract Quantities, #16- 11476
- STTP-S33 Soils Testing and Inspecting 12-Hour
- Qualified Compliance Inspector of Storm Water 14-Hour

Nick Widhalm

Field Inspector

Mr. Widhalm has experience in providing construction inspection and land survey services for various public and private institutions. He is skilled at leading project scheduling and coordination of construction inspection activities, monitoring work progress and project requirements, and construction cost estimating. As a lead construction inspector, he is competent in OSHA safety requirements, construction site operations, and hazards. Mr. Widhalm's experience also includes historical site assessments in multiple formats and special collections of various institutions.

RELEVANT PROJECT EXPERIENCE

GSG Consultants Inc. August 2015-Present

Illinois Department of Transportation, High-Speed Rail Chicago to St. Louis – Multiple Counties, Illinois

Field Inspector

In preparation for the completion of the High-Speed Rail Project, the Illinois Department of Transportation redesigned railroad crossings and nearby roads. Mr. Widhalm's responsibilities included performing staking, surveying for elevations, and coordination for utility clearance for soil borings at multiple locations in various counties. His expertise in surveying techniques allowed for the most efficient completion of these tasks, saving the client both time and budget.

Illinois Department of Transportation, Wood Street Improvements - Cook County, Illinois Field Inspector

Performed a geotechnical study approximately 3.5 miles of Wood St., in Harvey IL, to facilitate the construction of a new deep sewer line in the area. The work consisted of drilling crews performing soil borings to gather samples for structural and environmental analysis. Mr. Widhalm performed staking, surveying, and the coordination of utility clearance for the soil borings in advance of drilling crews, to streamline their time on site.

Illinois Department of Transportation, I-294 Plate Load Testing and Restoration – Cook County, Illinois

Field Inspector

As part of a larger project to perform plate load testing along 10 miles of the I 294 Tollway, Mr. Widhalm performed pavement coring and restoration for materials and environmental testing. Mr. Widhalm coordinated the clearing of utilities, as well as used his surveying skills to stake out the precise locations of the testing locations. He supervised the coring and removal of the original pavement, participated in performing additional geotechnical tests, and helped to remove subgrade soil samples for material and environmental testing. Mr. Widhalm was also responsible for restoring each location to IDOT standards.

Public Building Commission, Malcolm X College Demolition, Hazardous Material Assessment - Cook County, Illinois

Field Inspector

In preparation for the demolition of the former Malcolm X College building, Mr. Widhalm conducted Environmental Site Assessment investigations on the site to determine the presence of hazardous materials. Mr. Widhalm took part in collecting groundwater sampling from monitoring wells and performing the PID Mercury testing of every sink trap in the science department.

Rosenwald Courts, Soil Removal Oversight - Cook County, Illinois

Field Inspector



Field Inspector

As part of a project to restore a large apartment complex in Chicago, Mr. Widhalm was responsible for soil testing to determine if any environmental contaminants were present on-site. He provided oversight to ensure that contaminated soil was removed correctly and that it was sent to the correct waste management site as per EPA regulations. Mr. Widhalm also coordinated and documented the activities of excavation contractors and material transporters in achieving this goal.

Various Clients, Ground Penetrating Radar Investigations - Cook County, Illinois

Field Inspector

Mr. Widhalm is a GPR service specialist experienced in locating underground storage tanks, utility locating, and marking on a wide variety of construction projects and environmental investigation sites, as well as collecting, analyzing, and interpreting GPR data to generate figures, maps, and reports. He is certified in the use of RADAN Software and GSSI equipment. The following is a sample of his projects:

- Wells High School (Chicago Public Schools)
- Roberto Clemente High School (Chicago Public Schools)
- Selective Enrollment High School (Public Building Commission)
- Malcolm X College

Land Surveying - Illinois, Wisconsin, Indiana, Michigan

Crew Chief

Mr. Widhalm was responsible for managing a multiple-person crew in completing land surveys of various types, including title surveys, Alta surveys, and topographical surveys. Proficient with several types of survey equipment, including Levels, Total Stations, and GPS. He also worked on numerous construction staking and as-built surveys of various sizes.

The following is a sample of his projects:

- Alta surveys at every Osco store location in Chicagoland ٠
- Construction staking and as-built surveys of several Walgreens and strip malls in the Chicagoland area •
- Dekalb City Hall Alta survey •
- Construction staking and as-built survey of facility improvements at the Kane County Fair Grounds
- Topographical survey of the Aurora Sportsman Club in Waterman, IL
- Topographical survey of a 130-mile R.O.W. for Enbridge Oil Line 62, Phase II

Land Surveying Management, Enbridge Oil Line 62 Phase II As-Built - Illinois, Wisconsin

Party Chief

During the construction of the Enbridge Oil Pipeline 62, Phase II, Mr. Widhalm was responsible for coordinating up to six survey crews to perform construction staking and as-built surveys. He was responsible for communicating with the project foreman every morning and scheduling survey crews appropriately. He performed quality control checks in the field to document progress and ensure that the work was completed as planned. He used GPS equipment to complete the As-Build survey when extra help was needed. In his section of the project, construction was never slowed due to the absence of a land surveyor collecting or communicating the proper data at the correct times.

City of Evansville, West Side Wastewater Treatment Plant Improvements, Evansville, Indiana

Project Manager

Served as Project Manager for the expansion of the WWTP to increase the dry-weather capacity and additional wet-weather capacity. Responsible for designing/sizing various 40-mgd headwork improvements which included mechanical fine screens, vortex grit removal, grit dewatering systems, and an influent pump station. Designed the chlorinated spray systems, coarse bubble aeration systems, flow control structures, a 40-mgd effluent pump station, and a 20-mgd biological aerated influent pump station. Performed hydraulic and process design modeling engineering to optimize dry- and wet-weather treatment capacities. The improvements were incorporated into the city's plan to eliminate combined sewer overflows.

ATTACHMENT A LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

FIRM NAME GSG Consultants, 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?		X
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?		X
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?		×
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?		X
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?		X
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?		×
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)?		×
Has the firm or venture ever failed to complete any work awarded to it?		X

ATTACHMENT B DISCLOSURE AFFADAVIT

(ATTACHED HERETO AND INCORPORATED HEREIN)

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	Ala Sassila		_{, as} Principal	
Ū į		Name		Title

and on behalf of <u>GSG Consultants</u>, Inc.

("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT						
Name of Firm:	GSG Consultants, Inc.					
Address:	735 Remington Road					
City/State/Zip:	Schaumburg, IL 60173					
Telephone:	(630) 994-2600	(630) 994-2600 Facsimile : (630) 994-2699				
FEIN:	36-3844476 ssn: N/A					
Email:	asassila@gsg-consultants.com					
Nature of Transaction:						
Construction C	Sale or purchase of land Construction Contract Professional Services Agreement Other					

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

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:					Illinois	
If outside of Illinois, is your firm authorized to conduct business in the Stat			tate Of Illinois:	🗹 Yes 🗌 No		
City/State/ZIP:	Schaum	Schaumburg, IL 60173				
Telephone:	(630) 99	630) 994-2600				
Identify the names of all (Please attach list if neces		directors of the bu	siness entity.			
	Name			Title		
Guiller	mo Garc	ia	Pr	esident/C	EO	
Ala	Sassila			Principal		
Identify all shareholders (Please attach list if neces		ership percentage e	exceeds 7.5% of th	e business entit	ty.	
Name	Ownershin Interest					
Guillermo G	Guillermo Garcia 301 W. Washingtor		St., Glenview, IL 600	25 60	%	
Ala Sassi	la	8650 Timber Ridge D	rive, Burr Ridge, IL 605	⁶⁰⁵²⁷ 40		
					%	
LLC's only, indicate Management Type and Name:						
Member-managed	d 🗌 Manager-managed Name:					
	Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?					
corporations or legal entities? 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.						

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	Туре	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:			
If the answer is no, please complete the following two sections.		🗌 Yes 🗌 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		

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III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

N/A

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

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

D. OTHER TAXES/FEES

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

N/A

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

N/A

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

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):

N/A

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

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

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.

n Samplet

Signature of Authorized Officer

Ala Sassila

Name of Authorized Officer (Print or Type)

Principal

Title

(630) 994-2600

Telephone Number

State of	Illinois	
County of	Cook	

Signed and sworn to before me on this $\frac{21}{A}$ d AASASSIA (Name) as D CISCIC CONSULTANTS	ay of JONE, 2023 by
CISEICONSULTANTS	(Bidder/Proposer/Respondent or Contractor)
HUR Cew Notary Public Signature and Seal	
Notary Public Signature and Seal	

OFFICIAL SEAL HANNAH R CLESCERI Notary Public - State of Illinois My Commission Expires Aug. 10, 2024 ATTACHMENT C DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

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): PS3080

Description or goods or services to be provided under Contract: Environmental Engineering Services

Name of Consultant: GSG Consultants, Inc.

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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.

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- 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.

Sandap

Signature

Ala Sassila

Name (Type or Print)

06/21/2023 Date

Principal

Title

Subscribed and sworn to before me

day of JUNE 20 23 this Doi Notary Public

OFFICIAL SEAL HANNAH R CLESCERI Notary Public - State of Illinois My Commission Expires Aug. 10, 2024

<u>ATTACHMENT D</u> 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 womenowned 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 MBE 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 subsupplier, 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:
 - 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 count, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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SCHEDULE B

Joint Venture Affidavit (1 of 3)

This form is not required if 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.

Α.	Nan	ne of joint venture	
B.	Add	ress of joint venture	
C.	Pho	ne number of joint venture	
D.	lder	tify 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 show under the responsibility of the MBE/WBE firm.)	ın as
	2.	Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.	
E.	Natu	ure of joint venture's business	
F.	Prov	vide a copy of the joint venture agreement.	
G.	Owr	nership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%	
H.	Spe 1.	cify as to: 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.		ntrol of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are -to-day management and policy decision making, including, but not limited to, those with prime responsibility for:	e responsible 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	

- 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	Name of Joint Venturer		
Signature	Signature		
Name	Name		
Title	Title		
Date	Date		
State ofCounty of	State of County of		
On thisday of, 20	On this day of, 20		
before me appeared (Name)	before me appeared (Name)		
to me personally known, who, being duly sworn,	to me personally known, who, being duly sworn,		
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state		
that he or she was properly authorized by	that he or she was properly authorized by		
(Name of Joint Venture)	(Name of Joint Venture)		
to execute the affidavit and did so as his or her	to execute the affidavit and did so as his or her		
free act and deed.	free act and deed.		
Notary Public	Notary Public		
Commission expires: (SEAL)	Commission expires: (SEAL)		

<u>SCHEDULE C</u> Letter of Intent from MBE/WBE (1 of 2) To Perform As
Subcontractor, Subconsultant, and/or Material Supplier
Name of Project:
Project Number:
FROM:
(Name of MBE or WBE) MBE
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 Proprietora Corporationa 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.

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Name of MBE/WBE Firm (Print)

Date

Signature

Name (Print)

Phone

IF APPLICABLE: BY:

Joint Venture Partner (Print)

Signature

Date

Phone

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

SCHEDULE D Affidavit of Professional Service Provider Regarding MBE/WBE Participation (1 of 2)

Name of Project:

STATE OF ILLINOIS

}SS COUNTY OF COOK

}

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

Title and duly authorized representative of

Name of Professional Service Provider whose address is

in the City of

_____, State of __

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the abovereferenced 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	Dollar Credit Toward MBE/WBE Goals	
	Accordance with Schedule C	MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	Total Net MBE/WBE Credit	\$	\$
	Percent of Total Base Bid	%	%

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:

Name of Contractor (Print)

Date

Samha Signature

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE _____ WBE _____ Non-MBE/WBE ____