



**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**  
**(PS3080E)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**ENVIRONMENTAL DESIGN INTERNATIONAL INC.**

**FOR**

**ENVIRONMENTAL ENGINEERING SERVICES (PS3080E)**

**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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<b>CONTACT NAME:</b>	Leslie J. Sawyer
<b>CONTACT TELEPHONE:</b>	312-345-8690
<b>CONTACT EMAIL:</b>	lsawyer@envdesigni.com
<b>ADDRESS:</b>	33 West Monroe Street, Suite 1825 Chicago, Illinois 60603

**Mayor Brandon Johnson**  
**Chairman**

Ray Giderof  
Acting Executive Director

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**EXECUTION PAGE**  
**ENVIRONMENTAL ENGINEERING SERVICES– PS3080E**

**THIS AGREEMENT** effective as of January 1, 2024, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Environmental Design International Inc.** with offices at 33 West Monroe Street, Suite 1825, Chicago, Illinois 60603 (the "**Consultant**").

**Recitals:**

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

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

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

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

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

EXECUTION PAGE  
ENVIRONMENTAL ENGINEERING SERVICES – PS3080E

PUBLIC BUILDING COMMISSION OF CHICAGO

[Signature]  
Mayor Brandon Johnson  
Chairman

Date: 1/9/2024

ATTEST:

[Signature]  
Mary Pat Wiltry  
Secretary

Date: 1/9/2024

CONSULTANT: Environmental Design International Inc.

[Signature]  
President or Approved Signatory

Date: 1/2/2024

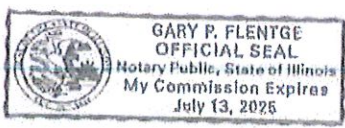
AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Leslie J. Sawyer and Joan Mazurek  
on behalf of Consultant this 2nd day of January 20 24.

[Signature]  
Notary Public



My Commission expires: 7/13/2025

(SEAL OF NOTARY)

Approved as to form and legality:  
[Signature]  
Neal & Leroy, LLC

Date: 1-8-2024

**SCHEDULE A  
TERMS AND CONDITIONS**

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

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

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

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

- b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.
- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [https://www.pbcchicago.com/wp-content/uploads/2017/05/RES\\_PBC\\_eCR\\_CodeofEthicsConsolApril-2013\\_20130405.pdf](https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_eCR_CodeofEthicsConsolApril-2013_20130405.pdf) and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **e-Builder System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder System provided by or on

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

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

**7. Term.**

- a. The term of this Agreement is three (3) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
- b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.
- c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

**8. Compensation of Consultant: Submission of Invoices through e-Builder.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$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. Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

- a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the



Commission's requirements for the Project and the Services.

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

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

continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

- d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
- e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
- f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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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, B: Design Phase Environmental Services, and C: Construction Phase Environmental services:

- A. Planning Phase Environmental Services, including but not limited to:
  - 1. Phase I Environmental Site Assessments (ESAs)
  - 2. Phase II ESAs 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 Ill. Adm. Code 1100: Clean Construction or Demolition Debris Fill Operations and Uncontaminated Soil Fill Operation. Preparation of “uncontaminated soil” certifications in accordance with 35 Ill. 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.

2. 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 Ill. Adm. Code 740 that include creating environmental sampling work plans and conducting site investigations inclusive of sampling, analyses and field screening measurements to characterize the nature, concentration and extent of contaminants of concern based on Recognized Environmental Conditions (RECs) identified in the Phase I Environmental Site Assessment. 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 35 Ill. Adm. Code 740 and 742. The RO Report would detail the proposed remediation objectives for the remediation site. The RAP would describe the proposed remediation strategy and evaluate its ability and effectiveness to achieve the remediation objectives proposed for the remediation site. 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 Ill. 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 35 Ill. Adm. Code 734 and 742.

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 Ill. Adm. Code 740 and 742.

The Consultant would use PBC template specifications to modify for each project which include the management of uncontaminated material or contaminated soil on and off the site, controlling and managing storm and groundwater, dust control, underground storage tank removal, 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 specified in each Task Order (Fee). The hourly rates attached herein represent the basis for each fee proposal from Consultant.
- C.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables including travel to and from Commission's job sites/meetings, cell phone, computer usage, vehicles, mileage, taxi fares, parking, tolls insurance, and any other costs incurred.
- C.1.3. Should the Commission require additional services above and beyond those described in Schedule B, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement, in writing.
- C.1.4. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved by the Commission prior to being incurred. Reimbursable Expenses shall include actual expenditures for subcontractors, laboratory costs, and leased or rented equipment, as well as those expenditures as identified and approved by the Commission on a Task Order basis.
- C.1.5. The Consultant's mark-up rates for the administration and oversight of subcontractors shall not exceed five percent of the subcontractor's invoice.

**C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL**

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

**C.3 METHOD OF PAYMENT**

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

Each invoice must reference the contract number, task order number, project name and include reasonable detail to sufficiently describe the services performed. At its discretion, the Commission may require detail and data relating to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress reports must identify any variances from budget or schedule and explain reasons for any such variance(s).

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

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**Environmental Design International, Inc.**  
**LOADED HOURLY RATES - ENVIRONMENTAL CONSULTING SERVICES**  
**ENVIRONMENTAL ENGINEERING SERVICES - PS3080E**

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.

Job Title	Unit	Hourly Rates
<b>Phase I and II Environmental Assessments/Design and Construction Management</b>		
A Principal	Per Hour	\$ 200.00
B Environmental Engineer P.E.	Per Hour	\$ 165.00
C Environmental Engineer	Per Hour	\$ 130.00
D Geologist/Hydrologist	Per Hour	\$ 117.00
E Certified Industrial Hygienist	Per Hour	\$ 140.00
F Environmental Scientist	Per Hour	\$ 110.00
G Building Inspector (Hazardous Waste)	Per Hour	\$ 100.00
H Chemist	Per Hour	\$ 90.00
I Environmental Communications Specialist	Per Hour	\$ 90.00
J Project Manager	Per Hour	\$ 132.00
K Senior Project Manager	Per Hour	\$ 154.00
L Environmental Technician	Per Hour	\$ 90.00
M Clerical/Administrative Staff	Per Hour	\$ 65.00
N Drafting Technician	Per Hour	\$ 80.00
O Civil Engineer	Per Hour	\$ 145.00
P Insert Other Title Here:	Per Hour	\$ -
Q Insert Other Title Here:	Per Hour	\$ -
R Insert Other Title Here:	Per Hour	\$ -
<b>Environmental Design Services</b>		
A Environmental Engineer P.E.	Per Hour	\$ 165.00
B CAD Specialist	Per Hour	\$ 100.00
C Drafting Technician	Per Hour	\$ 80.00
D Clerical/Administrative Staff	Per Hour	\$ 65.00
E Engineer	Per Hour	\$ 125.00
F Project Manager	Per Hour	\$ 132.00
G Senior Project Manager	Per Hour	\$ 154.00
H 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 to 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 conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

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

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

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AGENCY CUSTOMER ID: CN101572505

LOC #: Chicago



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

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

**ADDITIONAL REMARKS**

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

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

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

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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## 2. Key Personnel & Licenses

Personnel	Years with Current Firm	Years in Environmental Industry	Experience in Category A – Planning Phase Environmental Services	Experience in Category B- Environmental Design Phase Environmental Services	Experience in Category C – Construction Phase Environmental Oversight	10 years’ experience in IEPA SRP project management	7 years’ experience in managing leaking underground storage tanks in Illinois	Owners Representative Services Experience	Environmental Grant Administration Experience	QA/QC Technical Review
Nicole Butkus	2	9	2	2	1	No	No	Yes	No	No
Sydney Christus	5	8	10	10	8	No	No	Yes	Yes	Yes
Garth Daley, PE	9	25	25	25	25	Yes	Yes	Yes	No	Yes
Scott Dileto, CHMM	25	27	25	25	25	Yes	Yes	Yes	No	Yes
Lucy Doherty	2	5	5	5	2	No	No	Yes	No	No
Michael Fischer, PG, CHMM	15	19	11	11	11	No	No	Yes	No	Yes
Jason Janssen, CHMM	12	19	19	19	19	Yes	Yes	Yes	No	Yes
Philip Moore	3	5	5	5	5	No	No	Yes	No	No
Steven Skare	2	34	34	34	34	Yes	Yes	Yes	Yes	Yes

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

**NICOLE J. BUTKUS**  
GEOLOGIST II



Ms. Butkus has over nine years of experience in the fields of oil & gas, construction materials testing, geotechnical testing, and environmental site assessments and investigations. Her experience in environmental includes conducting Phase I and Phase II assessments; oversight of UST removals; oversight of soil management during construction and remediation; SRP and LUST related investigations and regulatory report; and development of soil management plans.

**Key Projects**

**Preservation of Affordable Housing, Inc. (POAH), The Ave. Redevelopment Project – West Humboldt Park, Chicago, IL (June 2022 - Present), Geologist.**

Ms. Butkus completed and performed Phase I-related activities in July 2022, including environmental and historical database reviews, site walkthrough, conducting interviews, determining recognized environmental concerns (RECs), preparing exhibits and authoring the report. Ms. Butkus completed and performed Phase II-related activities including, supervising the drilling of soil borings and installation of temporary monitoring wells, collecting soil, and groundwater samples, reviewing and evaluating analytical data compared to Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives, recommending methods of soil disposal based on Clean Construction and Demolition Debris (CCDD) facility and Subtitle landfill requirements, preparing exhibits, and authoring reports. *Julie DeGraaf Velazquez, Vice President, Community Development, Preservation of Affordable Housing, Inc., One North LaSalle Street Suite 1300, Chicago IL 60601, (314) 922-1023, [jdegraaf@poah.org](mailto:jdegraaf@poah.org)*

**Public Building Commission of Chicago (PBC), Dett Elementary School Annex Project, Project Manager (September 2022 – current).**

EDI was subcontracted by Public Building Commission of Chicago (PBC) to provide environmental consulting support for the Chicago Public Schools (CPS) plan to build an Annex to the Dett Elementary School (Dett ES) facility located at 2131 West Monroe Street in the Near West Side neighborhood of Chicago. PBC issued Task Order # 05445-PS2060E-001 on October 4, 2022, which authorized EDI to complete a Phase I ESA, develop a Site-specific Health and Safety Plan (HASP) to intrusive site investigation activities, oversee a Ground Penetrating Radar (GPR) Survey, complete a test pit investigation (if needed), complete a Phase II ESA, and develop a Remediation Cost Estimate (as needed). Based on the findings from these investigations, PBC issued a second Task Order (# 05445-PS206E-002) on May 8, 2023, authorizing EDI to perform additional tasks necessary to secure a No Further Remediation (NFR) Letter for the Site. These activities include creating and submitting a Comprehensive Site Investigation Report/Remedial Objectives Report/Remedial Action Plan (CSIR/ROR/RAP) for the site, assisting with securing a contractor to build the planned Annex, maintaining a document repository for the project, and providing construction oversight for soil management activities for the project. Ms. Butkus provided field investigation support and report preparation efforts. *Mr. Kerl LaJeune, Director of Planning and Design, Education Practice Leader, PBC, Richard J. Daley Center, Room 200, 50 West Washington Street, Chicago, IL 60602, (312) 735-0597, [Kerl.LaJeune@CityofChicago.org](mailto:Kerl.LaJeune@CityofChicago.org)*

**City of Chicago Department of Transportation (CDOT), Kinzie-Fulton Market New Metra Station Concept and Feasibility Study – Fulton Market, Chicago, IL (October-December 2022), Geologist.**

EDI was retained to complete six Phase I ESAs as a part of the feasibility study. Ms. Butkus completed and performed Phase I-related activities including environmental and historical database reviews, site walkthroughs, conducting interviews, determining recognized environmental concerns (RECs), preparing exhibits and authoring the reports. Ms. Butkus completed one of the six reports from start to finish, supervised time management in the team, trained team members, assisted in completing tasks related to the other reports, and performed quality control reviews on some of the other reports.

**Chicago Transit Authority (CTA) Red Line Extension (RLE) Final Environmental Impact Statement and Preliminary Engineering (April 2022-Present), Geologist.** EDI is a member of the team led by T.Y.

**EDUCATION**

B.S. Geology, University of Wisconsin-Eau Claire, 2011

**CERTIFICATIONS**

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

Annual 8-hour OSHA HAZWOPER Refresher Training



Lin International Great Lakes, Inc. that was contracted by the CTA to provide services in support of extending the Red Line from its existing terminal at 95th Street south to 130th Street. EDI was contracted to provide environmental engineering support through completion of a corridor approximately 6-mile in length which includes the completion of numerous Phase I ESAs, Phase II ESAs, and Sample Management Plans (SMPs). Ms. Butkus completed and performed Phase II-related activities including supervising the drilling of soil borings, installation of temporary monitoring wells and GPR survey activities, collecting soil and groundwater samples, reviewing and evaluating analytical data compared to Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives, preparing exhibits, and authoring reports. *Paula Pienton, S.E., P.E., Senior Vice President, TY Lin Great Lakes, International, Inc., 200 S. Wacker Drive, Suite 1400, Chicago IL 60606, 312.777.2868, [paula.pienton@tylin.com](mailto:paula.pienton@tylin.com)*

**U.S. Army Corps of Engineers (USACE), Section 205 DuPage River Project – Plainfield, IL (October-November 2022), Geologist.** EDI was retained to complete three Phase I ESAs as a part of a USACE project. Ms. Butkus completed and performed Phase I-related activities including environmental and historical database reviews, site walkthroughs, conducting interviews, determining recognized environmental concerns (RECs), preparing exhibits, and authoring the reports.

**Bethel New Life Church, Bethel New Life Campus Redevelopment – Austin, Chicago, IL (August 2022), Geologist.** EDI was retained to complete one Phase I ESA as a part of a redevelopment project for part of the existing building campus. Ms. Butkus completed and performed Phase I-related activities including environmental and historical database reviews, site walkthroughs, conducting interviews, determining recognized environmental concerns (RECs), preparing exhibits, and authoring the reports.

**CDM Smith / City of Chicago Department of Assets, Information and Services (AIS), National Environmental Policy Act (NEPA) Property Screens, (April-December 2022), Geologist.** Ms. Butkus completed hundreds of environmental reviews required to successfully comply with guidelines for properties for which the county has sent rehabilitation requests. EDI's responsibilities include creating environmental review records, identifying environmental hazards, and corresponding with the state and city preservation agency. *Patrick Dunn, Senior Planner, CDM Smith, 125 S. Wacker Drive, Suite 600, Chicago, IL 60606, (312)-780-7726, [dunnpw@cdmsmith.com](mailto:dunnpw@cdmsmith.com)*.

**Tetra Tech / City of Chicago Department of Assets, Information and Services (AIS), Vacant Lot Reviews, (May 2022-December 2022), Geologist.** EDI was retained by Tetra Tech to perform environmental reviews of vacant lot properties owned by the City of Chicago. EDI's responsibilities included summarizing select environmental database findings on or near the property and reviewing prior provided records and historical data. The purpose was to identify environmental conditions or potential contamination associated with the property and/or surrounding sites; and to subsequently provide a categorization of the vacant lot properties. The categorization of the vacant lot properties helped to identify the environmental condition of the available properties. Ms. Butkus was responsible for the preparation of 93 project deliverables and the review 69 project deliverables. *Stacey Durley, Program Manager/Environmental Geologist, Tetra Tech, 1 S. Wacker Drive, Suite 3700, Chicago, IL 60606, (312)-201-7419, [stacey.durley@tetrattech.com](mailto:stacey.durley@tetrattech.com)*.

**WSP USA, Inc., Preliminary Site Investigation under IDOT PTB 196-002, Harvey, IL (September 2022), Geologist.** EDI was subcontract by WSP to provide technical support for field working and reporting for the Wood Street Improvement, a 3.5-mile stretch of roadway. Ms. Butkus provided technical assistance in the field for environmental screening, collection of soil and groundwater samples, and the classification of soils from 156 borings along IDOT right-of-ways. The purpose of this work is to evaluate and determine the condition for disposal of subsurface soils expected to be excavated during IDOT upgrade work. *In addition, Ms. Butkus wrote up the report boring logs and geological and impact summaries for each site along the Mr. Dean Tiebout, Assistant Vice-President, WSP USA, Inc., 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602. 312-782-8150. [Dean.Tiebout@wsp.com](mailto:Dean.Tiebout@wsp.com)*

**Chicago Housing Authority, Lincoln Perry Annex Environmental Oversight (August 2022), Geologist.** Under IDIQ contract and as part of CHA's redevelopment plan for various sites, EDI was responsible for completing due diligence (and if necessary remedial investigations, remedial design, and remedial actions) to meet Federal HUD funding requirements. Ms. Butkus provided remedial oversight for

soil excavation, stockpiling, and backfilling activities to ensure compliance with the Remedial Action Plan (RAP). *Kayla Finup, Environmental Project Manager, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

### **Chicago Housing Authority, Las Americas Apartments Environmental Oversight (August 2022), Geologist.**

Under IDIQ contract and as part of CHA's redevelopment plan for various sites, EDI was responsible for completing due diligence (and if necessary remedial investigations, remedial design, and remedial actions) to meet Federal HUD funding requirements. Ms. Butkus provided remedial oversight for soil excavation, stockpiling, and backfilling activities to ensure compliance with the Remedial Action Plan (RAP). *Kayla Finup, Environmental Project Manager, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

### **Underground Storage Tank (UST) Removal Oversight – DeKalb, IL (2022)**

Ms. Butkus performed oversight and reported the removal of USTs for a commercial property. Responsibilities included oversight, calling leaking underground storage tank status to authorities, collecting confirmation sampling, review and evaluation of analytical data, and preparing regulatory (LUST) reporting.

### **Underground Storage Tank (UST) Removal Oversight – Schaumburg, IL (2020)**

Ms. Butkus performed oversight and reported the removal of USTs for a commercial property. Responsibilities included oversight and collecting confirmation samples.

### **Clean Construction Demolition Debris (CCDD) Certification – Various Locations (2021)**

Ms. Butkus completed and performed CCDD-related activities including developing sample plans, collecting soil samples, reviewing and evaluating analytical data, and authoring reports. The following is a list of sample projects:

- Commercial Property in Schorsch Village – Chicago, IL
- Commercial Property in Parkway Garden – Chicago, IL

### **Construction/Remediation Project Design Development – Various Locations**

Ms. Butkus developed plans and recommendations for site preparation, excavation including soil disposal, and remediation at various sites where the potential for encountering hazardous materials and other recognized environmental conditions existed. Responsibilities including a review of design drawings to determine proposed excavation depths and limits, developing sampling plan/map showing location and depths of borings, preparing a work plan establishing methodology for performing soil and groundwater sampling and laboratory analysis, reviewing and evaluating analytical data compared to Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives and Clean Construction 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, CCDD, and hazardous impacted soil. In addition, a Soil Management & Remediation Plan consisting of designs and remediation plans, drawing, and specifications, were developed for the construction contractors. The following is a list of sample projects:

- City of Evanston Property – Evanston, IL (December 2021-March 2022)
- Commercial Property in South Side – Chicago, IL (February 2021-September 2021)

### **Preliminary Environmental Site Assessments (PESA) – Various Locations**

Ms. Butkus completed and performed PESA-related activities including reviewing historical information, drawing exhibits, site walkthroughs, and authoring reports. The following is a list of sample projects:

- Village of Northbrook, Shermer Road Side Path – Northbrook, IL (February 2021-March 2021)
- Illinois Department of Transportation, Bell Road & 143<sup>rd</sup> Street – Homer Glen, IL (April 2021-May 2021)
- Chicago Department of Transportation, Burley Ave – Chicago IL (October 2021-December 2021)

### **Preliminary Site Investigations (PSI) – Various Locations**

Ms. Butkus completed and performed PSI-related activities including developing sampling plans, collecting soil samples, evaluating samples using a PID, evaluating analytical results, preparing exhibits, and authoring reports. The following is a list of sample projects:

- Illinois Department of Transportation, Bell Road & 143<sup>rd</sup> Street – Homer Glen, IL (April 2021-June 2021)
- Chicago Department of Transportation, Burley Ave – Chicago IL (November 2021-January 2022)
- Chicago Region Environmental and Transportation Efficiency (CREATE) Program, Rock Island Connection – Chicago, IL (December 2020-August 2021)
- Illinois Tollway, I-294 – Hillside, IL (August 2020-March 2022)
- Illinois Tollway, I-294 – Hinsdale, IL (December 2020-July 2021)

### **Phase I Environmental Site Assessments – Various Locations**

Ms. Butkus completed and performed Phase I-related activities including environmental and historical database reviews, site walkthroughs, conducting interviews, determining recognized environmental concerns (RECs), preparing exhibits and authoring the reports. The following is a list of sample projects:

- Commercial Property – Orland Park, IL (August 2021)
- Commercial Property – Peotone, IL (September 2021)
- Residential Properties (3) – Pilsen, IL (April 2020-June 2020)

### **Phase II Environmental Site Assessments – Various Locations**

Ms. Butkus completed and performed Phase II-related activities including developing sampling plans, supervising the drilling of soil borings and installation of temporary monitoring wells, collecting soil, groundwater, and soil gas samples, reviewing and evaluating analytical data compared to Tiered Approach to Corrective Action Objectives (TACO) Tier 1 Soil Remediation Objectives, recommending methods of soil disposal based on Clean Construction and Demolition Debris (CCDD) facility and Subtitle landfill requirements, preparing exhibits, and authoring reports. The following is a list of sample projects:

- Mixed-Use in Back of the Yards – Chicago, IL (December 2021-January 2022)
- City of Evanston Property – Evanston, IL (December 2021- March 2022)
- Commercial Property at Lake View – Chicago IL (September 2021-October 2021)
- Illinois Tollway, O'Hare – Chicago, IL (July 2020-August 2020)
- Chicago Transportation Authority, Austin Station – Chicago IL (May 2021-July 2021)
- Chicago Department of Waste Management, Sewer Improvement – Chicago, IL (June 2020)

### **Commercial Property in South Side – Chicago, IL (2021)**

Ms. Butkus supervised the performance of soil borings and installation of temporary monitoring wells, collected soil and groundwater samples, surveyed boring location, determined the site-specific potentiometric surface, and prepared exhibits and Soil Management & Remediation Plan maps.

### **Metra, Orland Park MOW Facility – Chicago, IL (2020-2021)**

Ms. Butkus completed a Focused Site Investigation (FSI) and associated regulatory reporting (Remediation Objectives Report, Remedial Action Plan, and Remediation Completion Report) for the Site Remediation Program (SRP) for a Metra facility using the Tiered Approach to Corrective Action Objectives (TACO) Tier 1 evaluation method and Tier 2 modeling. The impacted area was remediated, and a No Further Remediation (NFR) letter was secured for the site from the IEPA.

### **Chicago Housing Authority, Lidia Pucinska Apartments – Chicago, IL (2020)**

Ms. Butkus assisted in compiling and analyzing data into a supplemental report for lead delineation including updating exhibit maps and data entry for soil boring logs.



## SYDNEY CHRISTUS ASSISTANT PROJECT MANAGER



Ms. Christus has more than nine years of professional experience in the environmental field, specifically with environmental consulting and remediation. Her areas of knowledge include the following: project management; various environmental assessments, including experience with Phase I and Phase II environmental site assessments (ESAs), preliminary site assessments (PSAs), and NEPA environmental assessments; subsurface investigations; site remediation; historical use review; and building inspections. Ms. Christus applies quality assurance measures in research, planning and reporting.

### Key Projects

#### ENVIRONMENTAL PROJECTS

**Chicago Housing Authority, Altgeld Library, Environmental Oversight (March 2020), Environmental Scientist.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. Based on this review, EDI conducted an additional investigation at the site. EDI then enrolled the site into the IEPA Site Remediation Program (SRP) on behalf of the CHA and then prepared the remedial design as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs) that were approved by the IEPA. EDI also prepared the bid documents for items relating to the required remediation. Ms. Christus provided remedial oversight for soil excavation, stockpiling and backfilling activities to ensure compliance with the Remedial Action Plan (RAP). The project resulted in completion with an NFR Letter received and recorded with the IEPA in 2021. *Lynn Crivello, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Las Americas Apartments Environmental Oversight (March 2021-Present), Assistant Project Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. EDI worked to enroll each site into the IEPA Site Remediation Program (SRP) on behalf of the CHA and then prepared the remedial design for each site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs) that were approved by the IEPA. EDI also prepared the bid documents for the required remediation. To date EDI's efforts have resulted in completion of remedial efforts in order to receive a No Further Remediation (NFR) Letter from the IEPA. Ms. Christus assisted with the completion of remedial oversight of the Las Americas Apartments site. Specifically, Ms. Christus provided remedial oversight for soil excavation, stockpiling and backfilling activities to ensure compliance with the Remedial Action Plan (RAP) and managed the preparation of the Remedial Action Completion Report (RACR) in order to receive a No Further Remediation (NFR) Letter from the IEPA. *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Lincoln Perry Annex Environmental Oversight (March 2021-Present), Assistant Project Manager.** Lincoln Perry is a senior housing facility which has recently undergone renovations. As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I Environmental Site Assessment (ESA), Phase II ESA, and other investigation reports for the site. Furthermore, EDI worked to enroll the site into the SRP and then prepared the remedial design for each site as part a Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plan (CSIR/ROR/RAP) that was approved by the IEPA. EDI also prepared the bid documents for the required remediation. To date EDI's efforts have resulted in completion of remedial efforts with IEPA issuing an NFR letter. Specifically, Ms.

#### EDUCATION

B.S., Integrative Biology & Anthropology, University of Illinois at Urbana-Champaign, 2015

#### CERTIFICATES / ACCREDITATIONS

OSHA 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training

Annual 8-Hour OSHA HAZWOPER Supervisor Refresher Training

DOT Hazmat Basic General Awareness Training

EPA Accredited Asbestos Building Inspector

Christus provided remedial oversight for soil excavation, stockpiling and backfilling activities to ensure compliance with the Remedial Action Plan (RAP). *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Judge Fisher Apartments Environmental Oversight (March 2021-November 2022), Assistant Project Manager.** Judge Fisher is a senior housing facility which has recently undergone renovations. As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I Environmental Site Assessment (ESA), Phase II ESA, and other investigation reports for the site. Furthermore, EDI worked to enroll the site into the SRP and then prepared the remedial design for each site as part of a Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plan (CSIR/ROR/RAP) that was approved by the IEPA. EDI also prepared the bid documents for the required remediation. To date EDI's efforts have resulted in completion of remedial efforts with IEPA issuing an NFR letter. Ms. Christus assisted with the completion of remedial oversight of the Judge Fisher Apartments site. Specifically, Ms. Christus provided remedial oversight for soil excavation, stockpiling and backfilling activities to ensure compliance with the Remedial Action Plan (RAP) and managed the preparation of the Remedial Action Completion Report (RACR) in order to receive a No Further Remediation (NFR) Letter from the IEPA. *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Southbridge 9 Former Harold Ickes Homes /Southbridge Phase 1A (Southbridge 4) Environmental Oversight (March 2021-Present), Assistant Project Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. EDI then conducted limited addition investigations and prepared the remedial design for the site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs), subsequently preparing appropriate responses to comments from the IEPA. In a re-alignment of the project, CHA transferred property ownership to the developer. The developer's environmental consultant completed the required reporting with the IEPA. EDI's role was to provide oversight and peer review of the required reporting from the developer's environmental consultant on behalf of CHA. The project resulted in completion with an NFR Letter for the redeveloped site with the IEPA in 2023. *Lynn Crivello, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Southbridge Phase 1A (Southbridge 4) Former Harold Ickes Homes Environmental Oversight (March 2021-Present), Assistant Project Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. EDI then conducted limited addition investigations and prepared the remedial design for the site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs), subsequently preparing appropriate responses to comments from the IEPA. In a re-alignment of the project, CHA transferred property ownership to the developer. The developer's environmental consultant completed the required reporting with the IEPA. EDI's role was to provide oversight and peer review of the required reporting from the developer's environmental consultant on behalf of CHA. The project resulted in completion with an NFR Letter for the redeveloped site with the IEPA in 2023. *Lynn Crivello, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Chicago/Madden Wells Phase II Redevelopment – Zone 11 (Oakwood Shores Pershing Apartments – 508 E. Pershing) Environmental Oversight (March 2021-September 2022), Assistant Project Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI provided services to CHA reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. Furthermore, EDI worked to enroll each site into the IEPA Site Remediation Program (SRP) on behalf of the CHA and



then prepared the remedial design for each site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs), subsequently preparing appropriate responses to comments from the IEPA. In a re-alignment of the project, CHA transferred property ownership to the developer. The developer's environmental consultant completed the required reporting with the IEPA. EDI's role was to provide oversight and peer review of the required reporting from the developer's environmental consultant on behalf of CHA. The project resulted in completion with an NFR Letter received and recorded with the IEPA in 2022. *Lynn Crivello, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Greeley and Hansen, Braintree Booster Station Generator, (January 2023-Present), Assistant Project Manager.** EDI provided environmental support services including preparing underground storage tank (UST) removal, design, and specifications for bid documents for the Braintree Booster Station. EDI will also provide field oversight during the removal of the underground storage tank. Ms. Christus managed the bid specification documents and the upcoming removal of the UST, while keeping with the project schedule and budget. *Mr. Michael Monte, PE, ENV SP, Electrical Team Leader, Associate, Greeley and Hansen, 100 S. Wacker Drive, Suite 1400, Chicago, IL 60606.*

**CDM Smith / City of Chicago Department of Assets, Information and Services (AIS), National Environmental Policy Act (NEPA) Property Screens, (March 2021-Present), Assistant Project Manager.** Ms. Christus completed environmental reviews required to successfully comply with guidelines for properties for which the county has sent rehabilitation requests. This includes lead pipe service line replacement (LSLR) and other HUD grant funded programs. EDI's responsibilities include creating environmental review records, identifying environmental hazards, and corresponding with the state and city preservation agency in accordance with grant requirements. *Mr. Patrick Dunn, Senior Planner, CDM Smith, 125 S. Wacker Drive, Suite 600, Chicago, IL 60606, (312)-780-7726, dunnpw@cdmsmith.com.*

**Tetra Tech / City of Chicago Department of Assets, Information and Services (AIS), Vacant Lot Reviews, (May 2022-December 2022), Assistant Project Manager.** EDI was retained by Tetra Tech to perform environmental reviews of vacant lot properties owned by the City of Chicago. EDI's responsibilities included summarizing select environmental database findings on or near the property and reviewing prior provided records and historical data. The purpose was to identify environmental conditions or potential contamination associated with the property and/or surrounding sites; and to subsequently provide a categorization of the vacant lot properties. The categorization of the vacant lot properties helped to identify the environmental condition of the available properties. Ms. Christus was responsible for review and preparation of project deliverables. *Ms. Stacey Durlley, Program Manager/Environmental Geologist, Tetra Tech, 1 S. Wacker Drive, Suite 3700, Chicago, IL 60606, (312)-201-7419, stacey.durlley@tetrattech.com.*

**Tetra Tech, Carnotite Reduction Company Site Remediation, (February 2022-Present), Assistant Project Manager.** EDI was retained by Tetra Tech to provide on-site remediation oversight and field screening lab operations support at the former Carnotite Reduction Company site. EDI's responsibilities include the following oversight responsibilities: XRF screening of samples, collecting manifests and load tickets, log truck traffic, collect confirmation soil samples, collect water samples, field logs, taking photographs, and preparing data tables and photologs. The purpose was to assist with remediation activities at the site. Ms. Christus is responsible for managing this project, including the invoicing and correspondence with Tetra Tech. *Ms. Carol Nissen, PG, PE, Environmental Engineer, Tetra Tech, 1 S. Wacker Drive, Suite 3700, Chicago, IL 60606, (312)-201-7411, carol.nissen@tetrattech.com.*

**Parsons Transportation Group, Inc., Chicago, Illinois (October 2019-present), Environmental Scientist.** Ms. Christus conducted an environmental site investigation including several locations for proposed signal bridges or bridge replacement work along elevated railroad tracks and at the street level for CREATE Project WA1. In addition, Ms. Christus subsequently conducted an environmental site investigation near West 79<sup>th</sup> Street for CREATE Project EW2 Metra Bridge Raise. Following the site investigations, Ms. Christus prepared Special Waste Assessment (SWA) reports in accordance with the Federal Highway Administration (FHWA) and the Federal Railroad Administration (FRA) *CREATE Railroad Property Special Waste Procedures*. Duties included accurately reporting observations from the site investigation, summarizing select environmental database findings on or near the property and reviewing prior provided records and historical data. The purpose was to identify environmental conditions

or potential contamination associated with the property and/or surrounding sites; and to subsequently provide a recommendation for additional environmental work, including a Preliminary Site Assessment (PSA).

**City of Chicago, AIS, Mayfair Branch Library, Chicago, IL (2019-2020) Environmental Scientist.** EDI performed a Phase I Environmental Site Assessment of the site in general conformance with ASTM Standard E1527-13 that satisfies the All Appropriate Inquires Standard. The Phase I ESA included a map identifying the recognized environmental conditions. *Jessica Min, City of Chicago, Department of Assets, Information and Services, 30 N. LaSalle St., Suite 300, Chicago, IL 60602, 312.744.2467, Jessica.Min@cityofchicago.org.*

**City of Chicago, 2FM, North Branch Transit and Trail, Chicago, IL (July 2019) Environmental Scientist.** EDI was retained by 2FM to perform a Phase I Environmental Site Assessment for sections of railroad rights of way (ROWs) to be redeveloped as part of a larger North Branch Transit and Trail project near Goose Island. EDI prepared one Phase I ESA for the Site in general conformance with ASTM Designation E-1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the final All Appropriate Inquiries Standard. *Paul Waite Environmental, Engineer III, City of Chicago, 2FM, 30 N. LaSalle St., Suite 300, Chicago, IL 60602, 312-744-9667, paul.waite@cityofchicago.org.*

**City of Chicago, 2FM, S. Prairie Ave. and S. Calumet Ave. Phase II ESA, Chicago, IL (2019-2020) Environmental Scientist.** EDI was retained by the City of Chicago, Department of Fleet and Facilities Management (2FM), to perform a Phase II Environmental Site Assessment for seven separate parcels along S Prairie Ave and S Calumet Ave. *Paul Waite Environmental, Engineer III, City of Chicago, 2FM, 30 N. LaSalle St., Suite 300, Chicago, IL 60602, 312-744-9667, paul.waite@cityofchicago.org.*

**City of Chicago, 2FM, N. Aberdeen Phase I and Phase II ESAs West Loop Branch Library, Chicago, IL (May 2018-December 2019) Environmental Scientist.** EDI was contracted by 2FM to complete a Phase I Environmental Site Assessment (ESA), a Phase II ESA, and conducted SRP Reporting and Oversight services at 118-122 N Aberdeen St. This property is home to the West Loop Branch of the Chicago Public Library that opened in 2019. *Kimberly Worthington, City of Chicago, 2FM, 30. North LaSalle Street, Suite 300, Chicago, IL 60602, (312) 744-9139.*

**CDM Smith / City of Chicago Department of Fleet and Facility Management (2FM), NEPA Property Screens, (January 2019-March 2021), Environmental Scientist.** Ms. Christus provides support for the completion of property screens required to successfully comply with NEPA guidelines for properties, to which the Department of Buildings has sent demolition requests. EDI's responsibilities included creating environmental review records, identifying environmental hazards, and corresponding with the state and city preservation agency. *Mr. Patrick Dunn, Senior Planner, CDM Smith, 125 S. Wacker Drive, Suite 600, Chicago, IL 60606, (312)-780-7726*

**Commonwealth Edison, Environmental Support, (2018-March 2021), Environmental Scientist.** Since 2018, Ms. Christus has been actively performing environmental oversight and soil manifesting support for various projects with ComEd. Duties include supervising the removal of spoils from various excavations and providing manifest support for proper disposal. In addition, Ms. Christus provides report writing support following field work.

**SET Environmental, Inc., Peoples Gas and Lighting (PGL) Gas Main Installation and Retirement, Chicago, Illinois (2018-2021), Environmental Scientist.** Ms. Christus reviewed environmental databases for recognized environmental conditions on or adjacent to project sites to identify potentially impacted properties. Subsequently, Ms. Christus prepared summaries of the database and field survey findings in a Preliminary Environmental Site Assessment (PESA) report. In addition, Ms. Christus assisted in coordinating field activities and completing the Source Site Certification by Owner or Operator LPC-662 Form documentation for PGL. *Ms. Vicky Craddock, Project Manager, SET Environmental Inc., (847)533-5150.*

**City of Chicago Department of Fleet and Facility Management (2FM) Data Review Project, Chicago, Illinois (March 2019), Environmental Scientist.** Ms. Christus provided support for a large data review

project for the City of Chicago, including reviewing physical copies of prior environmental reports, cataloguing the reports digitally, and updating the City of Chicago data portals with the additional reports. Duties included a detailed reviewing process, accurately cataloguing the reports, and attention to detail. The purpose of the project was to update the City of Chicago records with the hard copies of previously prepared environmental reports.

**Chicago Housing Authority (CHA), Chicago, Illinois (2018-March 2021), Environmental Scientist.**

Ms. Christus provides support for report writing and fieldwork associated with multiple, ongoing subsurface investigations and remedial actions on behalf of the CHA. Specifically, Ms. Christus provides draft reports, analyzes data, and supports field work by assisting in collecting samples associated with property redevelopment and modernization at several of the City of Chicago former and current public housing facilities. Duties include extensive review of documentation regarding cleanup efforts and review of the historical usage of the subject property and surrounding sites. *Ms. Lynn Crivello, Environmental Development Manager, Chicago Housing Authority, 60 East Van Buren, Chicago, IL 60605, (312) 913-5868*

**Confidential Investment Group Client – Yorkville Self Storage, Inc., Phase I Environmental Site Assessment (ESA), (June 2018), Environmental Scientist.**

Ms. Christus conducted and prepared a Phase I ESA report for a confidential investment group client for a site located in Yorkville. Duties included review of the historical usage by utilizing historical topographic maps, historical city telephone directories and historical aerial photographs, review of available documentation from the Illinois Environmental Protection Agency (IEPA) and/or Office of the Illinois State Fire Marshal (OSFM), and a site inspection of the property and surrounding sites. The purpose was to identify environmental conditions and/or potential contamination associated with historical uses of the property and/or surrounding sites; and to subsequently provide a recommendation for additional environmental work, if necessary.

**Confidential Client, Phase I Environmental Site Assessment (ESA), (November 2017), Environmental Scientist.**

Ms. Christus conducted and prepared a Phase I ESA report for a confidential client for a site located on the Superfund Enterprise Management System (SEMS) environmental database. This site was located within the Pilsen Area Soil Site Operable Unit 1 (OU1) for lead soil contamination associated with the prolonged industrial history in the area. The United States Environmental Protection Agency (USEPA) has been overseeing cleanup efforts of surface soil in the area for several years. Duties included extensive review of USEPA documentation regarding cleanup efforts, review of the historical usage and a site inspection of the subject property and surrounding sites. The purpose was to identify environmental conditions and/or potential contamination hazards for the subject property and surrounding sites; and to subsequently provide a recommendation for additional environmental work, if necessary.

**Confidential Client, Phase I Environmental Site Assessment (ESA), (September 2017), Environmental Scientist.**

Ms. Christus conducted and prepared a Phase I ESA report for a confidential client for a site that previously managed halogenated solvents associated with a former dry cleaner on the property. This site was identified on the Resource Conservation and Recovery Act (RCRA) environmental database and the IEPA Site Remediation Program (SRP) environmental database as having undergone site cleanup and remediation. Duties included review of available documentation from the IEPA regarding soil and/or groundwater remediation efforts conducted on the site, review of the historical usage, and a site inspection of the property and surrounding sites. In addition, the inspection of the property included observations of site engineered barriers to ensure the site was following the conditions of the No Further Remediation (NFR) letter issued by the IEPA to maintain contamination in place. The purpose was to identify environmental conditions and/or residual potential contamination hazards on the property and/or surrounding sites.

## GARTH A. DALEY

SENIOR ENVIRONMENTAL ENGINEER/PROJECT MANAGER



Mr. Daley has more than 25 years of experience in the environmental industry, including almost 20 as an environmental consultant. His areas of knowledge include site investigation and remediation activities at hazardous waste sites, developing SPCC Plans, developing SWPPP, and performing environmental sampling and monitoring (air, soil, sludge, sediment, storm water). Mr. Daley is a licensed Professional Engineer in Illinois and Maryland. In addition, he is certified for 40-hour HAZWOPER activities (since 1997) and has also completed the 8-Hour HAZWOPER Supervisor Course. Mr. Daley is certified for DOT Hazardous Waste Shipment (since 2008). He is a licensed Asbestos Inspector, Asbestos Management Planner and Asbestos Project Designer in the State of Maryland, as well as being licensed as a Lead Inspector in Maryland and Pennsylvania.

### Key Projects

#### **Public Building Commission of Chicago (PBC), Dett Elementary School Annex Project, Project Manager (September 2022 – current).**

EDI was subcontracted by Public Building Commission of Chicago (PBC) to provide environmental consulting support for the Chicago Public Schools (CPS) plan to build an Annex to the Dett Elementary School (Dett ES) facility located at 2131 West Monroe Street in the Near West Side neighborhood of Chicago. PBC issued Task Order # 05445-PS2060E-001 on October 4, 2022, which authorized EDI to complete a Phase I ESA, develop a Site-specific Health and Safety Plan (HASP) to intrusive site investigation activities, oversee a Ground Penetrating Radar (GPR) Survey, complete a test pit investigation (if needed), complete a Phase II ESA, and develop a Remediation Cost Estimate (as needed). Based on the findings from these investigations, PBC issued a second Task Order (# 05445-PS206E-002) on May 8, 2023, authorizing EDI to perform additional tasks necessary to secure a No Further Remediation (NFR) Letter for the Site. These activities include creating and submitting a Comprehensive Site Investigation Report/Remedial Objectives Report/Remedial Action Plan (CSIR/ROR/RAP) for the site, assisting with securing a contractor to build the planned Annex, maintaining a document repository for the project, and providing construction oversight for soil management activities for the project. Mr. Daley oversaw every aspect of the project to meet standards used by PBC were being followed. *Mr. Kerl LaJeune, Director of Planning and Design, Education Practice Leader, PBC, Richard J. Daley Center, Room 200, 50 West Washington Street, Chicago, IL 60602, (312) 735-0597, [Kerl.LaJeune@CityofChicago.org](mailto:Kerl.LaJeune@CityofChicago.org)*

**La Casa Norte, Chicago, IL 60647 (Mar. 2017 – July 2019), Project Manager:** Mr. Daley has overseen several environmental activities at the La Casa Norte site on West North Avenue in Chicago, IL that culminated in the issuance of a May 20, 2019 No Further Remediation (NFR) Letter. The client redeveloped the property located at 3533 West North Avenue into a residential complex and community center for the homeless Latino population. Mr. Daley oversaw the completion of a Limited Phase II Environmental Site Investigation to determine the extent of impacted soils at the site, the completion of an Underground Storage Tank (UST) Investigation; enrolled the site into the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP), and filed the applicable site documentation with the Cook County Recorder of Deeds *Angela Hoeflich, Director of Project Management & Administration, La Casa Norte, 3533 West North Avenue, Chicago, IL 60647, 773-276-4900, [ASmith@lacasanorte.org](mailto:ASmith@lacasanorte.org)*

**T.Y. Lin International Great Lakes, Inc., CTA Redline Extension Project, Quality Manager (August 2021 – current).** EDI was subcontracted by T.Y. Lin International Great Lakes, Inc. (T.Y. Lin) to provide environmental consulting support for the Chicago Transit Authority (CTA) plan to extend the Red Line from the current 95<sup>th</sup> Street terminus south to 103<sup>th</sup> Street. Specifically, EDI was tasked with completing a Final Environmental Impact Statement (FEIS) and providing Preliminary Engineering support for the project. Among the actions tasked to EDI were the completion of Phase I ESAs for properties that were being considered for purchase along the planned expansion footprint along with necessary Phase II

#### EDUCATION

M.S., Civil Engineering,  
Carnegie Mellon  
University, 1992

B.S., Civil Engineering,  
Prairie View A&M  
University, 1990

#### LICENSES

Illinois Professional  
Engineer # 062.051364  
(1997)

Maryland Professional  
Engineer #53052

#### CERTIFICATES

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

8-Hour HAZWOPER  
Supervisor Training

U.S. DOT Hazardous  
Materials Shipper's  
Course with RCRA  
Manifesting (June 24,  
2008)





investigations where the Phase I findings indicated that additional work was needed. Mr. Daley is responsible for ensuring that the documents and reports produced for the project meet standards presented in the CTA Redline Extension Style Guide and established by T.Y. Lin and CTA are being followed. *Mr. Robert Gorski, Associate VP, T.Y. Lin Great Lakes international, Inc., 200 South Wacker Drive, Suite 1400, Chicago, IL 60606, (773) 515-1207, [Robert.gorski@tylin.com](mailto:Robert.gorski@tylin.com)*

**SET Environmental, Inc., Peoples Gas and Lighting (PGL) Gas Main Installation and Retirement Projects - Chicago, Project Manager (Jan. 2020 - current).** EDI is currently providing Due Diligence and Soil Screening support for various pipeline replacement projects. Specific EDI tasks include completing visual reconnaissance of project sites and surrounding areas, as well as reviewing environmental databases and other historical sources to identify Recognized Environmental Conditions (RECs) on or adjacent the project sites. EDI then presents summaries of the database review and field survey findings in a Preliminary Environmental Site Assessment (PESA). Based on the PESA recommendations, EDI then collects soil samples from the project area and prepares an IEPA Source Site Certification by Owner or Operator LPC-662 form to facilitate soil disposal activities for the project. Mr. Daley coordinates field activities, development of the assessment documents (PESA reports and summaries) and completed the LPC-662 Form documentation for PGL. *Ms. Megan Swierenga, Project Manager, SET Environmental Inc., 450 Sumac Rd, Wheeling, IL 60090, (847)533-1067, [mswierenga@setenv.com](mailto:mswierenga@setenv.com)*

**Chicago Housing Authority, Altgeld Library, Phase II & IEPA SRP (2018-2021).** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. Based on this review, EDI conducted an additional investigation at the site. EDI then enrolled the site into the IEPA Site Remediation Program (SRP) on behalf of the CHA and then prepared the remedial design as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs) that were approved by the IEPA. EDI also prepared the bid documents for items relating to the required remediation. The project resulted in completion with an NFR Letter received and recorded with the IEPA in 2021. Mr. Daily provided project direction and IEPA review as the Licensed P.E. *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Judge Fisher Apartments, IEPA SRP Reporting (March 2021-Present).** Judge Fisher is a senior housing facility which has recently undergone renovations. As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I Environmental Site Assessment (ESA), Phase II ESA, and other investigation reports for the site. Furthermore, EDI worked to enroll the site into the SRP and then prepared the remedial design for each site as part a Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plan (CSIR/ROR/RAP) that was approved by the IEPA. EDI also prepared the bid documents for the required remediation. To date EDI's efforts have resulted in completion of remedial efforts with IEPA issuing an NFR letter Mr. Daily provided project direction and IEPA review as the Licensed P.E. *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Lincoln Perry Annex IEPA SRP Reporting (March 2021-Present).** Lincoln Perry is a senior housing facility which has recently undergone renovations. As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I Environmental Site Assessment (ESA), Phase II ESA, and other investigation reports for the site. Furthermore, EDI worked to enroll the site into the SRP and then prepared the remedial design for each site as part a Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plan (CSIR/ROR/RAP) that was approved by the IEPA. EDI also prepared the bid documents for the required remediation. To date EDI's efforts have resulted in completion of remedial efforts with IEPA issuing an NFR letter. Mr. Daily provided project direction and IEPA review as the Licensed P.E. *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*



**Chicago Housing Authority, Las Americas Apartments IEPA SRP Reporting (March 2021-Present), Department Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. EDI worked to enroll each site into the IEPA Site Remediation Program (SRP) on behalf of the CHA and then prepared the remedial design for each site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs) that were approved by the IEPA. EDI also prepared the bid documents for the required remediation. To date EDI's efforts have resulted in completion of remedial efforts in order to receive a No Further Remediation (NFR) Letter from the IEPA. Mr. Daily provided project direction and IEPA review as the Licensed P.E. *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Southbridge 9 Former Harold Ickes Homes /Southbridge Phase 1A (Southbridge 4) IEPA SRP Reporting & Environmental Oversight (March 2018-Present), Assistant Project Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. EDI then conducted limited addition investigations and prepared the remedial design for the site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs), subsequently preparing appropriate responses to comments from the IEPA. The project resulted in completion with an NFR Letter for the redeveloped site with the IEPA in 2023. Mr. Daily provided project direction and IEPA review as the Licensed P.E. *Lynn Crivello, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Southbridge Phase 1A (Southbridge 4) Former Harold Ickes Homes Environmental Oversight (March 2021-Present), Assistant Project Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. EDI then conducted limited addition investigations and prepared the remedial design for the site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs), subsequently preparing appropriate responses to comments from the IEPA. Mr. Daily provided project direction and IEPA review as the Licensed P.E. The project resulted in completion with an NFR Letter for the redeveloped site with the IEPA in 2023. *Lynn Crivello, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Chicago/Madden Wells Phase II Redevelopment – Zone 11 (Oakwood Shores Pershing Apartments – 508 E. Pershing) Environmental Oversight (March 2021-September 2022), Assistant Project Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI provided services to CHA reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. Furthermore, EDI worked to enroll each site into the IEPA Site Remediation Program (SRP) on behalf of the CHA and then prepared the remedial design for each site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs), subsequently preparing appropriate responses to comments from the IEPA. The project resulted in completion with an NFR Letter received and recorded with the IEPA in 2022. Mr. Daily provided project direction and IEPA review as the Licensed P.E. *Lynn Crivello, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**HydroChemPSC, Sparrows Point, MD 21219 (Dec. 2018, Dec. 2020, Jan. 2022), Project Manager:** HydroChemPSC was contracted by a regional utility company in 2018 to assist with the closure of a Baltimore area abandoned natural gas pipeline. EDI was subsequently sub-contracted to provide PCB-related waste characterization/ pipeline classification support for the projects. Mr. Daley oversaw the collection of PCB-wipe samples, the analyzing of the collected samples and evaluation of the sample results. In 2020, the utility company subsequently contracted HydroChemPSC to manage the abandonment of a second/separate abandoned natural gas pipeline and EDI was again sub-contracted to



provide environmental support. *Mark Boller, Regional Business Development Manager, HydroChemPSC, 4510 North Point Boulevard, Sparrows Point, MD 21219, 443-571-3552, [Mark.Boller@hydrochempsc.com](mailto:Mark.Boller@hydrochempsc.com)*

**The Barack Obama Foundation, Chicago, IL 21152 (May. 2018 – current), Project Manager:** The Barack Obama Foundation (BOF) was created to perform all activities needed to cumulate in the construction of the Barack Obama Presidential Library. EDI was initially contracted to perform a Phase I ESA at one of the proposed facility locations. Based on the Phase I findings, EDI performed IEPA SRP-compliant targeted soil and groundwater investigations, which led to the location being eventually selected as the site for the library. EDI was subsequently contracted to perform groundwater characterization activities and soil disposal classification, respectively, as pre-design and construction support services for the project. Mr. Daley managed and/or oversaw all aspects of the project, including the creation of Daily Field Reports, including photographic logs, and other documents to keep BOF and the City of Chicago aware of the project status. *Harrington Staley, Senior Hydrogeologist, KCI Technologies, 936 Ridgebrook Road, Sparks, MD 21152, (410) 891-1810, [Jeffrey.Gernand@kci.com](mailto:Jeffrey.Gernand@kci.com)*

**McCormick & Company, Hunt Valley, MD 21031 (2014 – 2016), Hunt Valley Park Environmental Lead/Environmental Engineer:** Mr. Daley oversaw several environmental functions for the three McCormick Baltimore area manufacturing plants. Those functions included managing facilities compliance, reporting, and emergency response activities. He also had limited responsibilities for the McCormick Baltimore area standalone distribution center. His specific duties included:

- Conducting routine and non-routine environmental compliance inspections for Hazardous Waste Management/ Storage, Storm water, and Spill Prevention Control and Countermeasures (SPCC) related conditions;
- Compiling environmental and sustainability data for monthly Facility Performance Scorecards and quarterly reports to plant and Corporate leadership;
- Overseeing Hazardous Waste Management program, including scheduling monthly waste pick up activities, identifying waste reduction/minimization opportunities and submitting Biennial Hazardous Waste Reports;
- Overseeing recycling efforts and Sustainability activities;
- Developing and delivering environmental training material for monthly environmental awareness Train the Trainer sessions;
- Completing biannual Baltimore County wastewater compliance reporting, including scheduling sampling efforts and performing data analysis;
- Hosting site tours and inspections for government agency representatives;
- Compiling and submitting Tier II Report using MOTTRS system;
- Overseeing response activities to environmental upset conditions, including contacting government agencies when necessary; and
- Conducting Root Cause Analysis investigations in response to environmental upset conditions.

Highlights included an 11% overall improvement in captured recyclable material through expansion of diverted material types, and coordinating first ever HAZWOPER Refresher training for employees from all 4 Baltimore area facilities.

**City of Chicago Department of Fleet and Facility Management (2FM), – Test Pit Investigation, UST Removal, and SRP Services at 7327 South Woodlawn (January 2012) Environmental Engineer.** Mr. Daley authored a 45-day report detailing tank removal activities and he completed the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP) Application. Mr. Daley also prepared a project budget to complete the remaining remedial activities for the project to obtain a No Further Remediation (NFR) Letter from the IEPA. Among the additional activities defined in the proposed budget are the removal of additional underground storage tanks (USTs) that were discovered during the mentioned tank removal actions, the excavation and removal of buried drums, and the excavation and disposal of impacted site soils. *Dave Graham, PG, City of Chicago Department of Fleet and Facility Management, Bureau of Environmental, Health, and Safety Management, 30 North LaSalle Street, Suite 200, Chicago, IL 60602, p: 312.744.3639, f: 312.744.6451, [dave.graham@cityofchicago.org](mailto:dave.graham@cityofchicago.org)*

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
062.051364

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

EXPIRES:  
11/30/2023

LICENSED PROFESSIONAL ENGINEER



GARTH A DALEY  
3714 SAINT JOHNS LN  
ELLCOTT CITY, MD 21042



MARIO TRETO, JR.  
ACTING SECRETARY

CECILIA ABUNDIS  
ACTING DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

16479542



**SCOTT S. DILETO, CHMM**  
VICE PRESIDENT, ENVIRONMENTAL



Mr. Dileto has more than 25 years of experience in environmental consulting and construction including environmental property assessments, magnetometer surveys, subsurface investigations, underground and above ground storage tank management, design and specifications, lead and asbestos abatement design, soil and water sampling, soil and groundwater remediation; also, ambient air, noise, and vibration monitoring, and reporting project management, regulatory compliance, and community involvement. Mr. Dileto has completed all Agency reporting associated with leaking underground storage tank and site remediation program sites in Illinois and Indiana.

**Key Projects**

**Environmental Oversight for the O'Hare International Airport Fuel System Improvement Program (FSIP) (2017-Present) Project Manager.** EDI was contracted by Argus Consulting to provide environmental oversight for O'Hare's FSIP. Argus developed a Contaminated Materials Management Plan (CMMP) for the FSIP to properly address free product and environmental contaminants associated with subsurface soil, groundwater, and surface water during FSIP construction activities. The scope includes addressing Petroleum Areas of Concern which require the highest level of oversight and include sites associated with the Jet A Fuel system that have historical evidence of contamination. EDI was contracted to assist with the proper implementation and utilization of the CMMP to minimize disruption to the construction schedule, help control costs, and facilitate regulatory compliance. EDI's scope includes field oversight, soil and water sampling, lab analysis, and meeting coordination and support. *Kristin Eder, PE (816) 228-7500 and Patrick McGuire, PE (601) 291-4840, Argus Consulting, Inc., 6363 College Boulevard, Suite 600, Overland Park, Kansas 66211*

**O'Hare Express Rail Feasibility Study (2016-present), Quality Control/Quality Assurance.** EDI was retained as a sub-consultant to participate in the Corridor Screening Assessment as part of the O'Hare Express Feasibility Study being conducted by WSP (formerly WSP | Parsons Brinckerhoff). The O'Hare Express Feasibility Study included conceptual planning and engineering services in support of developing a premium express transportation service providing fast, reliable, and convenient service between O'Hare Airport and downtown Chicago. WSP identified several alignments to be reviewed for screening, including the CN-CSX, the Metra NCS, and the CTA Blue Line O'Hare Branch. EDI was responsible for an initial fatal flaw environmental screening of the corridors. Based on this analysis, the Chicago Infrastructure Trust has released a Request for Qualifications to Design, Build, Finance, Operate & Maintain an O'Hare Express System, in coordination and on behalf of the City of Chicago. *Mr. Ron Shimizu, P.E., Vice President & Sr. Planning Manager, WSP Parsons Brinckerhoff, 30 North LaSalle, Suite 4200, Chicago, Illinois 60602, (312) 803-6638.*

**CREATE RAILROAD, Cook County, Illinois (2016-present), Quality Control/Quality Assurance.** Conducted Special Waste Screening Assessments (SWA) at five different project locations. Reviewed the documentation and completed project management for the specific tasks and for the overall contract. Project Management involved multi-disciplinary coordination with the client, railroad representatives, and support personnel. The client has been provided draft and final reports in both paper and electronic copies to meet the needs of the CREATE program. The SWA identified no further action or Preliminary Environmental Site Assessment (PESA) needed. EDI has been contracted to conduct PESA investigations at several CREATE project sites. EDI has completed the document review to include historical data, agency data, and railroad information for the ECAD and for the project to progress towards construction. *Mr. Craig Moore, Transportation Engineer, Parsons Transportation Group, 10 S. Riverside Plaza, Suite 400, Chicago, IL 60606, (312) 930-5224.*

**EDUCATION**

B.S., Biological Sciences,  
Northern Illinois University,  
1997

**LICENSES**

IDPH Licensed Asbestos  
Inspector #100-09347

**CERTIFICATIONS**

Certified Hazardous  
Materials Manager (CHMM)  
No. 14724

Method 9 Opacity  
Certification

24-hour OSHA Hazardous  
Materials Technician  
(HAZMAT) Health and Safety  
Training

40-hour OSHA Hazardous  
Waste Operations and  
Emergency Response  
(HAZWOPER) Health and  
Safety Training (2001)

8-hour OSHA Health and  
Safety Training Refresher

8-hour OSHA HAZWOPER  
Supervisor Training

IDOT Hazardous Materials  
Non-Bulk Training HM126-F

American Red Cross First  
Aid/CPR/AED Training  
August 2019

Active Shooter Training,  
August 2019

**ASSOCIATIONS**

Illinois Association of  
Environmental Professionals  
(IAEP)

Alliance of Hazardous  
Materials Professionals  
(AHMP)



**Public Building Commission of Chicago, Various Sites (April 2009 – present), Chicago, Illinois, Senior Project Manager and Quality Control/Quality Assurance.** Mr. Dileto has provided project management and technical review services for several PBC development projects including Bell School, Lindblom Math and Science Academy, the Southeast Area Elementary School, and the Durkin Park Elementary School. The goals of these projects are to investigate and characterize onsite RECs through Phase I and Phase II ESAs, develop construction soil management specifications, and provide construction oversight, including segregation of clean construction and demolition debris (CCDD) material. *Mr. James Gallagher, Jr., AIA, 50 West Washington Street, Room 200, Chicago, IL 60602, (312) 744-9431*

**City of Chicago Department of Fleet and Facility Management (2FM) - Professional Services Contract in Support of Real Estate Transactions (2010-Present) Quality Control/ Quality Assurance.** EDI completes task orders ranging from Phase I and II Environmental Site Assessments (ESAs), UST removals, environmental remediation, and Illinois Site Remediation Program (SRP) requirements under a 2FM IDIQ Contract. Key completed projects include the Union Station Transit Center, Wings Metro Shelter and Safe House, and Eden Place Nature Center. Mr. Dileto is responsible for senior review of project deliverables and overall project staff guidance. *Kevin M. Laberge, P.E. Environmental Engineer III, Bureau of Environmental, Health & Safety Management (EHS), 30 N. LaSalle St., Suite 300 Chicago, Illinois 60602-2575, Tel: 312.742.0463, Fax: 312.744.6451, Kevin.Laberge@cityofchicago.org*

**Illinois Department of Transportation, High Speed Rail Preliminary Environmental Site Assessment (PESA) Chicago to Joliet (2014) Quality Control/Quality Assurance.** EDI completed an environmental review investigation including environmental database records from the Illinois Environmental Protection Agency, on-site investigations (visual review for recognized environmental conditions), and historical records review. *Mr. Tony Pakeltis, Project Manager, Parsons Transportation Group, 10 S. Riverside Plaza, Suite 400, Chicago IL 60606 (312)930-5268, Anthony.pakletis@parsons.com.*

**Ecology and Environment, Inc. – IDOT PTB 176-001 Hazardous Waste Surveys, District One (2016-Present), Senior Technical Review.** EDI is responsible for the Hazardous Waste Surveys including Preliminary Site Investigations (PSIs) conducted along Illinois roads for the Illinois Department of Transportation (IDOT). EDI performed several PSIs and manages the project from scope development, health and safety planning, budgeting, work plan, to field setup, scheduling, and supervision of field work. As Environmental Department Manager, Mr. Dileto provides Senior Technical Review and overall staff guidance for this work. The PSIs include soil and groundwater sampling and evaluation and cost planning for soil excavation and disposal. *Dean Tiebout, Program Manager, Ecology and Environment, Inc., 33 W. Monroe, Suite 1410, Chicago, IL 60603. (312) 578-9243.*

**Ecology and Environment, Inc. – IDOT PTB 172-027 Hazardous Waste Surveys, Statewide (2015-Present), Senior Technical Review.** Responsible for the Hazardous Waste Surveys including Preliminary Site Investigations (PSIs) conducted along Illinois roads for the Illinois Department of Transportation (IDOT). EDI has performed several PSIs and manages the project from scope development, health and safety planning, budgeting, work plan, to field setup, scheduling, and supervision of field work. As Environmental Department Manager, Mr. Dileto provides Senior Technical Review and overall staff guidance for this work. The PSIs include soil and groundwater sampling and evaluation and cost planning for soil excavation and disposal. *Dean Tiebout, Program Manager, Ecology and Environment, Inc., 33 W. Monroe, Suite 1410, Chicago, IL 60603. (312) 578-9243.*

**Weston Solutions, Inc. – IDOT PTB 173-011 District One Waste Assessments and Investigations (2015-Present), Senior Technical Review.** Responsible for the Hazardous Waste Surveys including Preliminary Site Investigations (PSIs) conducted along Illinois roads for the Illinois Department of Transportation (IDOT). EDI performs PSIs and soil removal oversight projects. As Environmental Department Manager, Mr. Dileto provides Senior Technical Review and overall staff guidance for this work. The PSIs include soil and groundwater sampling and evaluation and cost planning for soil excavation and disposal. *Babu Babusukumar, Program Manager, Weston Solutions, Inc., 300 Plaza Circle, Suite 202, Mundelein, IL 60060. (224) 864-7250.*



**University of Chicago –SPCC Plan Update and UST O&M Plan Development, Chicago, Illinois (2017-Present) Quality Control/Quality Assurance.** EDI is currently executing a Task Order to develop and implement Spill Prevention, Countermeasure, and Control (SPCC) Plan and Underground Storage Tank (UST) Operations and Maintenance (O&M) programs. EDI's scope includes updating an existing SPCC Plan, auditing the current implementation of SPCC program, and evaluating the condition of tanks, equipment, and secondary containment structures across the University of Chicago campus and affiliated hospitals. This project involves EDI inspecting all tanks and equipment covered by the current SPCC plan, and performing a gap analysis of the current SPCC Plan. In addition, EDI will review the current SPCC training program. Mr. Dileto provided QA/QC review for this project. *Ashish Patel, Environmental Health and Safety Office 1244-13, 5235 South Harper Court, Chicago, Illinois 60615, [apatel19@uchicago.edu](mailto:apatel19@uchicago.edu), Phone:773-834-7939 , Fax:773-702-6546*

**New Moms Inc., Development Site, Chicago, Illinois, Quality Assurance/Quality Control (2009-2012).** EDI provided Phase II ESA & HUD compliance services in support of development planning. EDI worked with the design team to prepare bidding specifications and worked on oversight of the remedial action. The UST removal and soil remediation was conducted as part of the construction schedule. Based on successful completion of the Phase II ESA soil sampling, identification of recognized environmental conditions, and satisfaction with EDI's services, EDI was awarded the contract for managing the site through the Illinois Site Remediation Program (SRP). The SRP documentation completed includes DRM-1 and 2 application forms, Comprehensive Site Investigation report, Remedial Action Plan, Remedial Objectives Report and Remedial Action Completion Report. New Moms has been issued the No Further Remediation letter with land use limitations. EDI also provided asbestos abatement oversight prior to building demolition. *Ms. Audalee McLoughlin, President, New Moms, 5327 W. Chicago Avenue, Chicago, IL 60602, (773) 362-3374, [amcloughlin@newmomsinc.org](mailto:amcloughlin@newmomsinc.org)*

**Chicago Housing Authority Phase I ESAs/Phase II ESAs/Remediation Oversight and Site Remediation Program Reporting, (2011-Present) Quality Control/Quality Assurance.** As part of CHA's development plan for various sites, remedial investigations must be conducted to meet CERCLA due diligence prior to property redevelopment for for-sale housing. Under an IDIQ contract, EDI has been involved with eight of the major redevelopments, performing multiple Phase I and Phase II ESAs, SRP enrollments and reporting, and remediation oversight. Mr. Dileto is responsible for senior review of project deliverables and overall project staff guidance. *Ms. Diane Martin, 60 East Van Buren, 13th Floor, Chicago, IL 60605, (312) 913-7606; (312) 913-7607 FAX; [dimartin@thecha.org](mailto:dimartin@thecha.org)*

**Chicago Park District (CPD) Magid Glove Property Design & Engineering Services (P-1100785), Quality Assurance/Quality Control (2015).** EDI provided environmental investigation services for a proposed new park acquisition along a bike trail (the "606"). The property is a former industrial facility for the manufacture of safety gloves and safety equipment. The investigation was performed to meet requirements of the Illinois voluntary Site Remediation Program (SRP). The deliverables included a comprehensive site investigation report (CSIR), remedial objectives report (ROR) and remedial action plan (RAP). Alternative remedial actions were reviewed to address the impacted soils. *Mr. Dan Cooper, Environmental Engineer, Chicago Park District, 541 North Fairbanks, CT. 5th Floor, Chicago, IL 60611, 312-742-4287, [daniel.cooper@chicagoparkdistrict.com](mailto:daniel.cooper@chicagoparkdistrict.com).*

**City of Chicago Department of Aviation (CDA) O'Hare International Airport Modernization Program (OMP), Environmental Assessment and Engineering Services (November 2011 – December 2016), Chicago, Illinois, Senior Project Manager.** Mr. Dileto provided environmental assessment and engineering services for various OMP projects throughout the life of the contract. Project work under this contract included Phase I and Phase II Environmental Site Assessments (ESAs), general environmental sampling, asbestos/lead/universal waste survey and abatement oversight, air sampling/monitoring, soil remediation, and general consulting associated with CDA facilities and third party tenant facilities, including the FAA and the airlines, in preparation for future airport work and completion of lease agreements between the City of Chicago and the FAA. The Phase I ESAs were completed in accordance with both ASTM Standard Practice E1527-05 and 13 to identify recognized environmental conditions (RECs). The Phase II ESAs included investigation of subsurface soils conducted in accordance with IEPA 35 IAC Environmental Protection, Subtitle G: Waste Disposal, Chapter I: Pollution Control Board, Part 740, SRP and ASTM Standard E1903-11. The general environmental sampling included the characterization of material (soil and/or water) and was completed for various tasks associated with the OMP construction activities. The asbestos, lead, and universal waste survey and abatement oversight



work included structures that were planned for demolition as part of the OMP. The soil remediation work included cleanup of planned FAA NAVAID facilities. As a result of this work, several major airport projects were completed. In 2008, the OMP opened a 3,000 foot extension to Runway 10L/28R, a 7,500 foot long Runway 9L/27R, and a new airport traffic control tower. In 2013, O'Hare commissioned new Runway 10C/28C. In 2015, O'Hare commissioned new Runway 10R/28L; the South Air Traffic Control Tower to operate Runway 10R/28L; and several enabling projects. The completed OMP runway projects have had a considerable and positive impact on operations and the U.S. aviation system. *Megha Patel, Environmental & Permit Compliance, DMJM Aviation Partners JV, O'Hare Modernization Program, (312) 217-3470.*

**City of Chicago Department of Aviation (CDA) Ricondo & Associates, O'Hare International Airport Modernization Program (OMP), Phase II Environmental Site Assessments (December 2007 – March 2009), Chicago, Illinois, Senior Project Manager.** Mr. Dileto provided client contact and project management for the completion of Phase II Environmental Site Assessments for the OMP. The objective of this work was to investigate subsurface soils in the vicinity of identified RECs associated with future FAA facilities, in preparation for future work and completion of lease agreements between the City of Chicago and the FAA. The work was also conducted at two locations to relocate an existing fueling facility. The Phase II ESAs were conducted in accordance with IEPA, 35 IAC Environmental Protection, Subtitle G: Waste Disposal, Chapter I: Pollution Control Board, Part 740, SRP. Mr. Dileto developed each scope of work and budget for the project and directed the field soil sampling activities. Once the laboratory data was received, Mr. Dileto prepared reports that included an introduction, investigative procedures, investigation results, and a summary table of soil analytical data compared to IEPA TACO SROs. The reports also contained conclusions and recommendations based on planned use. Mr. Dileto authored or reviewed all of the Phase II ESA reports. Mr. Dileto reviewed and approved all accounting functions including client invoices. Numerous additional task orders were awarded under this contract based on the successful performance of this project. Mr. Gene Peters, Director, Ricondo & Associates, 10510 West Zemke Road, Chicago, IL 60666, (773) 462-7333

**Landrum & Brown, Chicago Department of Aviation Environmental Compliance Services (2010 – present), Senior Project Manager.** As a team member with Landrum & Brown and other leading area firms, Mr. Dileto is helping the Chicago Department of Aviation (CDA) establish airport environmental compliance programs at O'Hare and Midway International airports. More specifically, Mr. Dileto establishes procedures, protocols, baseline studies, and other work as directed by the Landrum & Brown for land waste management services, including electric transformer compliance under TSCA, underground storage tank management under the CDPH and OSFM, Spill Prevention Control and Countermeasures Plan updates, and opacity testing to meet the airports Clean Air Act Title V permit requirements. *Ms. Sara Hassert, Senior Consultant, Landrum & Brown, 8755 West Higgins Road, Suite 850, Chicago, IL 60631, (773) 628-2909.*

**Underground Storage Tank Removals at the Exelon City Solar, West Pullman Industrial Area, 1201 West 120<sup>th</sup> Street, Chicago, Illinois (September 2009 – December 2009). Task Manager.** EDI provided geotechnical engineering and environmental support services for the development of the nation's largest urban solar power plant. The \$60 million Exelon plant's 32,800 solar panels were installed on 39 acres of the West Pullman Industrial Redevelopment Area on Chicago's Southside. As Engineer of Record, EDI provided geotechnical services including surveying for boring locations, subsurface exploration, laboratory analysis, and geotechnical engineering reporting. EDI also provided environmental support services including the preparation of Health and Safety and Soil Management plans and providing response services for environmental issues discovered during site development. These services included conducting soil and groundwater testing and performing response activities associated with the presence of underground storage tanks discovered during construction. Several underground storage tanks (USTs) were encountered during construction. Mr. Dileto managed the removal of these USTs keeping with the project schedule and budget. Mr. Dileto also authored IEPA closure reporting for UST releases. *Mr. Josh Meyers, Project Manager, SunPower Corporation, Systems, 1414 Harbour Way South, Richmond, CA 94804, (510) 260-8553*





THIS CERTIFIES THAT  
**Scott S. Dileto**

HAS SUCCESSFULLY MET ALL THE REQUIREMENTS OF EDUCATION, EXPERIENCE AND EXAMINATION, AND IS HEREBY DESIGNATED A

**CERTIFIED HAZARDOUS MATERIALS MANAGER®**  
**CHMM®**

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DATE OF CERTIFICATION

CREDENTIAL NUMBER

6/30/2028

CERTIFICATION EXPIRES

  
EUGENE A. GUILFORD, JR.  
EXECUTIVE DIRECTOR



VERIFIABLE AS AUTHENTIC AT

[https://online.ihmm.org/ihmssa/censsacustlkup.query\\_page](https://online.ihmm.org/ihmssa/censsacustlkup.query_page)

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Accredited by the American National Standards Institute and the Council of Engineering and Scientific Specialty Boards



## LUCY DOHERTY GEOLOGIST



Ms. Doherty has five years of experience in environmental consulting. Her areas of experience include the following: Phase I and Phase II Environmental Assessments, underground storage tank removals, and soil/water sampling for laboratory analysis.

### Key Projects

**RLE CTA, Chicago, Illinois (October 2021 to Present)** Ms. Doherty performed Phase I and Phase II investigations on numerous properties to identify potential hazards for the CTA Red Line Extension, including report writing, site visits, soil and groundwater sampling, and documentation. *TY Lin Great Lakes, International, Inc., 200 S. Wacker Drive, Suite 1400, Chicago IL 60606. 312.777.2900.*

**Confidential Clients, Phase I Environmental Assessments, Northern Illinois/Southern Wisconsin (September 2019 to Present).** Ms. Doherty has assisted on all aspects of Phase I Environmental Assessments on several sites for confidential clients throughout Northern Illinois and Southern Wisconsin. Ms. Doherty's work on these Phase Is includes setting up projects, completing the site visits, and drafting the final reports.

**Confidential Clients, Phase II Environmental Assessments, Northern Illinois (September 2019 to Present).** Ms. Doherty has assisted on all aspects of Phase II Environmental Assessments on several sites for confidential clients throughout Northern Illinois. Ms. Doherty's work on these Phase IIs includes setting up projects, creating sampling plans, performing field work, and drafting the final reports.

**WSP USA Environment & Infrastructure – IDOT PTB 191-013, Preliminary Site Investigations (October 2022 to June 2023), Geologist.** Ms. Doherty completed environmental screening, soil and groundwater collection, and the classification of soils from soil borings along Illinois Department of Transportation (IDOT) right-of-way in Rockford, Illinois. Samples were collected and analyzed to determine the extent of potential soil contamination within areas where new IDOT construction was proposed. These samples were also analyzed to determine the condition for disposal of subsurface soils expected to be excavated during IDOT upgrade work. *Mr. Michael J. Hoffman, P.E., Associate Vice President/Sr. Principal Engineer, Wood Environment & Infrastructure Solutions, Inc., 2414 W. Nebraska Avenue, Peoria, IL 61604. 309-696-7875. Michael.Hoffman@woodplc.com*

**Stantec Consulting Services, Inc. / Terra Engineering, Ltd. Joint Venture – Illinois State Toll Highway Authority, Elgin O'Hare Western Access (EOWA), I-490 South of O'Hare Airport (February 2023), Geologist.** Ms. Doherty assisted with environmental fieldwork for the EOWA I-490 project at O'Hare Airport. The environmental fieldwork includes environmental screening, soil collection, and the classification of soils from soil borings across the site. The soil samples were collected and tested to maintain compliance with the Tollway's Environmental Studies Manual with input and guidance from the Tollway's District Corridor Manager (DCM) and General Engineering Consultant (GEC). *Mr. Pete Mesha, P.E., Senior Principal, Stantec Consulting Services, Inc., 350 N. Orleans Street, Suite 1301, Chicago, IL 60654. 312-831-3142. Pete.Mesha@stantec.com.*

**Jacobs– USEPA Jacobsville Neighborhood Soil Contamination Site, Jacobsville, (April 2023 to June 2023), Evansville, Indiana, Geologist.** EDI was subcontracted by Jacobs to perform soil sampling on residential and commercial properties within the Jacobsville neighborhood of Evansville, Indiana. The Jacobsville neighborhood is known to be contaminated with lead and arsenic from years of historic industrial use. Ms. Doherty was part of the sampling team on 10-day shifts, using hand augers to collect

#### EDUCATION

B.S., Environmental Studies, Emphasis in Policy, Northern Illinois University, 2019

#### LICENSES

Lead Based Paint Risk Assessor License, Illinois Department of Public Health, 2021

#### CERTIFICATIONS

40 Hour HAZWOPER, OSHA Safety Training Institute

Lead Inspector Initial, Occupational Training Institute, 2020

Lead Risk Assessor, Occupational Training Institute

ASTM E1527 Phase I Environmental Site Assessment Practices, ASTM International

Strategies for Sustainability: Essentials for Business, Stanford University Center for Professional Development

Metra Safety Orientation Course, 2022

Adult First Aid/CPR/AED, American Red Cross, 2022



soil samples. The soils were analyzed to determine the extent of lead and arsenic contamination for the remediation of residential and commercial properties within the Jacobsville neighborhood. *Rachel Clennon, P.G., Geologist and Project Manager, Jacobs, 2 Crowne Pointe Court Ste 100, Sharonville, OH 45241. 978.387.8171. Rachel.clennon@jacobs.com.*

**Tetra Tech / City of Chicago Department of Assets, Information and Services (AIS), Vacant Lot Reviews, (May 2022-December 2022).** EDI was contracted by Tetra Tech to perform environmental reviews of vacant lot properties owned by the City of Chicago. The environmental reviews included a search of environmental database findings on the properties and surrounding sites, as well as a review of select historical records associated with the properties. The properties were then categorized based on environmental conditions or potential contamination associated with the properties and surrounding sites. Ms. Doherty assisted in the initial review and categorization process of the vacant lot properties. *Ms. Stacey Durley, Program Manager/Environmental Geologist, Tetra Tech, 1 S. Wacker Drive, Suite 3700, Chicago, IL 60606. 312.201.7419. Stacey.durley@tetrattech.com*

**Chicago Housing Authority (CHA), Chicago, Illinois (July 2022 to present).**

Ms. Doherty provides support for oversight associated with multiple remedial actions on behalf of the CHA. Ms. Doherty supports fieldwork by manifesting and documenting remediation activities. *Chicago Housing Authority, 60 East Van Buren, Chicago, IL 60605. 312.742.8500.*

**Illinois Environmental Protection Agency (IEPA), Southeast Rockford Groundwater Contamination Superfund Site Area 7, Rockford, Illinois (June 2022 to present).** Ms. Doherty assists CDM Smith with quarterly groundwater sampling for an IEPA Superfund site located in Rockford, Illinois. *CDM Smith Inc., 125 South Wacker Drive, Suite 700, Chicago, IL 60606. 312.346.5000.*

**Commonwealth Edison MGP Remediation Project, Rockford, IL (April 2020 to August 2021).** Ms. Doherty worked with Commonwealth Edison (ComEd) and multiple subcontractors on a remediation project of a former manufactured gas plant site in downtown Rockford, Illinois.

**Confidential Clients, Geotechnical/Environmental Drilling Projects, Illinois/Wisconsin/Iowa (September 2019 to September 2021).** Ms. Doherty cleared utilities, set up job folders, and documented boring logs for over 100 geotechnical and environmental drilling jobs across Illinois, Wisconsin, and Iowa.

**MICHAEL K. FISCHER, PG, CHMM**  
PROJECT MANAGER / GEOLOGIST



Mr. Fischer has 18 years of professional experience in environmental consulting and field work including: Phase I and Phase II Environmental Site Assessments; subsurface soil investigations and monitoring well installation; soil, air, and groundwater sampling; underground storage tank removal; air monitoring; construction and demolition inspection oversight; and remediation/abatement oversight. Mr. Fischer is experienced with regulations set forth by the United States Environmental Protection Agency (USEPA), Illinois Environmental Protection Agency (IEPA), and Occupational Safety and Health Administration (OSHA).

**Key Projects**

**Stantec Consulting Services, Inc. / Terra Engineering, Ltd. Joint Venture – Illinois State Toll Highway Authority, Elgin O’Hare Western Access (EOWA), I-490 South of O’Hare Airport (March 2020 – Present), Project Manager.** Mr. Fischer is responsible for managing the professional services provided to the Tollway’s Design Section Engineer (DSE) on the EOWA I-490 project as a member of the Design Team. The environmental aspects of the project aim to maintain compliance with the Tollway’s Environmental Studies Manual with input and guidance from the Tollway’s District Corridor Manager (DCM) and General Engineering Consultant (GEC). Mr. Fischer oversees the completion and timely submittal of all environmental related documentation, assessments, preparation of drawings and plans, and final contract bid documents. *Mr. Pete Mesha, P.E., Senior Principal, Stantec Consulting Services, Inc., 350 N. Orleans Street, Suite 1301, Chicago, IL 60654. 312-831-3142. [Pete.Mesha@stantec.com](mailto:Pete.Mesha@stantec.com)*

**TranSystems Corporation – Metra Task Order No. 12, Design Services for Metra Milwaukee District West (MDW) Bridge #A6 over Grand Avenue (April 2022 – Present), Project Manager.** Mr. Fischer is responsible for managing the environmental, industrial hygiene, and survey professional services provided to TranSystems and Metra. The environmental scope of the project includes completion of a Preliminary Environmental Site Assessment (PESA) and Preliminary Site Investigation (PSI) for the project corridor. A Hazardous Materials Assessment for the bridge construction was also completed. Mr. Fischer oversees the completion and timely submittal of all project related documentation and assessments. *Mr. Lawrence Kirchner, PE, SE, Principal, Senior Vice President, National Bridge Practice Leader, TranSystems Corporation, 222 S. Riverside Plaza, Suite 610, Chicago, IL 60606. 312-669-5843. [llkirchner@transystems.com](mailto:llkirchner@transystems.com)*

**Public Building Commission of Chicago (PBC), Thomas Waters Elementary School Annex & Renovation, Construction Oversight Services, Chicago, IL (March 2019 – August 2021) Project Manager.** EDI is contracted by PBC to perform construction oversight for the construction of a new annex building at Waters Elementary School. The goal of this project is to investigate and characterize onsite RECs through Phase I and Phase II ESAs, develop construction soil management specifications, and provide construction oversight, including segregation of clean construction and demolition debris (CCDD) material. *Mr. Kerl LaJeune, 50 West Washington Street, Room 200, Chicago, IL 60602, 312-744-9296*

**AECOM – Chicago Department of Water Management (CDWM), Southwest Pumping Station, Tunnel Connection, Phase II Design Services, (May 2023 – Present), Project Manager.** Mr. Fischer provided project management and coordination with the Prime consultant and other sub consultants for the project. Mr. Fischer also provided the soil sampling and report preparation for the evaluation and characterization of site soils for the planned construction. EDI performed soil sampling from one boring location where construction will impact the site soil and need to be managed for proper disposal. *Mr.*

**EDUCATION**

B.A., Environmental Studies

Minor in Geology, University of Colorado, Boulder, Colorado, 2001

**LICENSES**

Professional Geologist (PG), Illinois No. 196.001462

**CERTIFICATIONS**

Certified Hazardous Materials Manager (CHMM) No. 16531

OSHA 40-hour Hazardous Waste Operations and Emergence Response (HAZWOPER) Training

OSHA 8-hour HAZWOPER Annual Refresher Training

Asbestos Building Inspector & Refreshers

Department of Transportation (DOT) Non-Bulk Hazmat Training

First Aid/CPR Training

**ASSOCIATIONS**

Illinois Association of Environmental Professionals (IAEP)  
Air & Waste Management Association (A&WMA)





*Robert Butterworth, P.E., Associate Vice President – Water, AECOM, 303 E. Wacker Drive, Suite 1400, Chicago, IL 60601. Robert.butterworth@aecom.com*

**Tetra Tech / Public Building Commission of Chicago (PBC), Poe Classical School Annex & Renovation, Construction Oversight, Chicago, IL (October 2019 – August 2020), Project Manager.**

EDI was contracted by Tetra Tech to perform oversight for the PBC construction project at Poe Classical School. Mr. Fischer managed the field activities and scheduling and assisted in the documentation of remedial activities by taking daily field logs and maintaining photo documentation. Mr. Fischer also obtained copies of all soil and backfill manifests and kept a site log of all trucks removing soil from the site. *Tetra Tech, Mr. Thomas Hahne, 1 S. Wacker Dr, Suite 3700., Chicago, IL 60606, (312) 201-7474, Thomas.Hahne@tetrattech.com*

**Tetra Tech / Public Building Commission of Chicago (PBC), Ebinger Elementary School Annex, Construction Oversight, Chicago, IL (November 2017 – February 2018), Assistant Project Manager.**

EDI was contracted by Tetra Tech to perform oversight for the PBC construction project at Ebinger Elementary School. Mr. Fischer assisted in the documentation of remedial activities by taking daily field logs and maintaining photo documentation. Mr. Fischer also obtained copies of all soil and backfill manifests and kept a site log of all trucks removing soil from the site. *Tetra Tech, Mr. David Franc, 1 S. Wacker Dr, Suite 3700., Chicago, IL 60606, (312) 201-7778, dave.franc@tetrattech.com*

**AECOM – Chicago Department of Water Management (CDWM), Lakeview Pumping Station, Electrical Equipment & Security Upgrades, Phase II Design Services, (March 2022 – Present), Environmental Scientist.**

Mr. Fischer provided soil sampling and report preparation for the evaluation and characterization of site soils for the planned construction. EDI performed soil borings at several locations where construction will impact the site soil and need to be managed for proper disposal. *Mr. Robert Butterworth, P.E., Associate Vice President – Water, AECOM, 303 E. Wacker Drive, Suite 1400, Chicago, IL 60601. Robert.butterworth@aecom.com*

**Terracon Consultants, Inc. – IDOT PTB 202-041, Various Statewide Environmental Compliance Assessments & Regulated Substances & Waste Evaluations, Studies and Designs, Various Routes, Various Counties, Bureau of Design and Environment (February 2022 – Present), Project Manager.**

Responsible for assisting the Prime with planning, coordination, scheduling, completing field work, and report support for comprehensive (multi-media) assessments of IDOT's portfolio of facilities statewide in order to achieve top tier environmental compliance as directed by departmental Order 15-01. Completion of Hazardous Waste Surveys including Preliminary Site Investigations (PSIs) conducted along Illinois roads is also a part of this contract. Mr. Fischer manages the project from scope development, health and safety planning, budgeting, work plan, to field setup, scheduling, and supervision of field work. Mr. Fischer oversees the report development and provides quality control on document submittals. PSIs include soil and groundwater sampling and evaluation and cost planning for soil excavation and disposal. *Ms. Linda Yang, Program Manager, Terracon Consultants, Inc., 192 Exchange Blvd., Glendale Heights, IL 60139. 630-445-0159. Linda.Yang@terracon.com*

**Weston Solutions, Inc. – IDOT PTB 199-043, Various Statewide Hazardous Waste Assessments (Preliminary Site Investigations), Studies and Designs, Various Routes, Various Counties, Bureau of Design and Environment (May 2021 – Present), Project Manager.**

Mr. Fischer provides field team leadership for the Preliminary Site Investigations (PSIs) conducted along Illinois roads for the Illinois Department of Transportation (IDOT). Field work includes environmental screening, collection of soil and groundwater samples, and the classification of soils from borings along IDOT right-of-ways. Mr. Fischer oversees the report development and provides quality control on document submittals. The PSIs include soil and groundwater sampling and evaluation and cost planning for soil excavation and disposal. The purpose of this work is to evaluate and determine the condition for disposal of subsurface soils expected to be excavated during IDOT upgrade work. *Mr. Andris Slesers, Program Manager, Weston Solutions, Inc., 300 Knightsbridge Parkway, Suite 360, Lincolnshire, IL 60069. 224-864-7201. Andris.Slesers@WestonSolutions.com*

**WSP USA, Inc. – IDOT PTB 196-002, Various Phase II Hazardous Waste Assessments (Preliminary Site Investigations), Various Routes, Various Counties, Region One/District One (April 2021 – Present), Project Manager.**

Responsible for the Hazardous Waste Assessments including Preliminary Site



Investigations (PSIs) conducted along Illinois roads for the Illinois Department of Transportation (IDOT). Mr. Fischer manages the project from scope development, health and safety planning, budgeting, work plan, to field setup, scheduling, and supervision of field work. Mr. Fischer oversees the report development and provides quality control on document submittals. The PSIs include soil and groundwater sampling and evaluation and cost planning for soil excavation and disposal. Mr. Fischer also provides technical assistance in the field for environmental screening, collection of soil and groundwater samples, and the classification of soils from borings along IDOT right-of-ways. The purpose of this work is to evaluate and determine the condition for disposal of subsurface soils expected to be excavated during IDOT upgrade work. *Mr. Dean Tiebout, Assistant Vice-President, WSP USA, Inc., 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602. 312-782-8150. [Dean.Tiebout@wsp.com](mailto:Dean.Tiebout@wsp.com)*

**Red and Purple Line Modernization Program – Chicago Transit Authority (CTA) Design Build (2018 – 2024)** EDI is supporting the Design-Build team with Stantec and Walsh/Fluor for the renovation and improvements to the CTA Red and Purple line as part of their modernization program. Mr. Fischer provided soil sampling, field oversight, and report preparation for the classification of soils that are impacted by the construction. EDI will continue to support the design-build project through completion of the anticipated 5-year modernization efforts. *Mr. Toby Hannson, Stantec Consulting Services, Inc., 224 South Michigan Avenue, Suite 1400, Chicago, Illinois, 60604-2590, 312-554-1400, [Toby.hannson@stantec.com](mailto:Toby.hannson@stantec.com)*

**Ecology and Environment, Inc. – IDOT PTB 176-001, Hazardous Waste Assessments (Preliminary Site Investigations), Statewide (April 2018 – January 2022), Project Manager.** Responsible for the Hazardous Waste Surveys including Preliminary Site Investigations (PSIs) conducted along Illinois roads for the Illinois Department of Transportation (IDOT). Mr. Fischer manages the project from scope development, health and safety planning, budgeting, work plan, to field setup, scheduling, and supervision of field work. Mr. Fischer oversees the report development and provides quality control on document submittals. The PSIs include soil and groundwater sampling and evaluation and cost planning for soil excavation and disposal. Mr. Fischer also provides technical assistance in the field for environmental screening, collection of soil and groundwater samples, and the classification of soils from borings along IDOT right-of-ways. The purpose of this work is to evaluate and determine the condition for disposal of subsurface soils expected to be excavated during IDOT upgrade work. *Mr. Dean Tiebout, Program Manager, Ecology and Environment, Inc., 33 W. Monroe St., Suite 1410, Chicago, IL 60603. 312-578-9243. [DTiebout@ene.com](mailto:DTiebout@ene.com)*

**Weston Solutions, Inc. – IDOT PTB 173-011, Hazardous Waste Assessments (Preliminary Site Investigations), Statewide (April 2017 – April 2022), Project Manager.** Mr. Fischer provides field team leadership for the Preliminary Site Investigations (PSIs) conducted along Illinois roads for the Illinois Department of Transportation (IDOT). Field work includes environmental screening, collection of soil and groundwater samples, and the classification of soils from borings along IDOT right-of-ways. The purpose of this work is to evaluate and determine the condition for disposal of subsurface soils expected to be excavated during IDOT upgrade work. *Mr. Andris Slesers, Program Manager, Weston Solutions, Inc., 300 Plaza Circle, Suite 202, Mundelein, IL 60060. 224-864-7201. [Andris.Slesers@WestonSolutions.com](mailto:Andris.Slesers@WestonSolutions.com)*

**Cook County, Phase I/II ESAs, Rosemont CTA, Chicago, IL (April 2018 – September 2018), Project Manager.** Mr. Fischer conducted and prepared two Phase I ESA reports for the possible redevelopment of the Rosemont CTA transit center. The Phase I ESAs were conducted in accordance with ASTM Standard E1527-13. Activities included a detailed visual inspection of the subject property and adjacent properties; a review of available data on site history and conditions; and a review of available local, state, and federal records. A Limited Phase II ESA was performed as a result of the Phase I, which included soil sampling, testing, documentation, and a final report. *Mr. Lawrence Brozek, Cook County, 118 N. Clark St., Chicago, IL 60602, (312) 603-2435. [Lawrence.Brozek@cookcountyil.gov](mailto:Lawrence.Brozek@cookcountyil.gov)*

**Public Building Commission of Chicago (PBC), Dunning Branch Library Construction Oversight (February 2010 – April 2010), Chicago, Illinois, Environmental Scientist.** EDI was contracted by the PBC to perform oversight for the construction of the Dunning Branch Library. Mr. Fischer assisted in the documentation of remedial activities by taking daily field logs and maintaining photo documentation. Mr. Fischer also obtained copies of all soil and backfill manifests and kept a site log of all trucks removing soil from the site. *PBC, Mr. Joseph Fair, Richard J. Daley Center, Room 200, 50 W. Washington St., Chicago, IL 60602, (312) 391-8226, [joseph.fair@cityofchicago.org](mailto:joseph.fair@cityofchicago.org)*



THIS CERTIFIES THAT

**MICHAEL KENNETH FISCHER**

HAS SUCCESSFULLY MET ALL THE REQUIREMENTS OF EDUCATION, EXPERIENCE AND EXAMINATION, AND IS HEREBY DESIGNATED A

**CERTIFIED HAZARDOUS MATERIALS MANAGER®  
CHMM®**

June 30, 2014  
DATE OF CERTIFICATION

16531  
CREDENTIAL NUMBER

June 30, 2024  
CERTIFICATION EXPIRES

  
EUGENE A. GUILFORD, JR.  
EXECUTIVE DIRECTOR

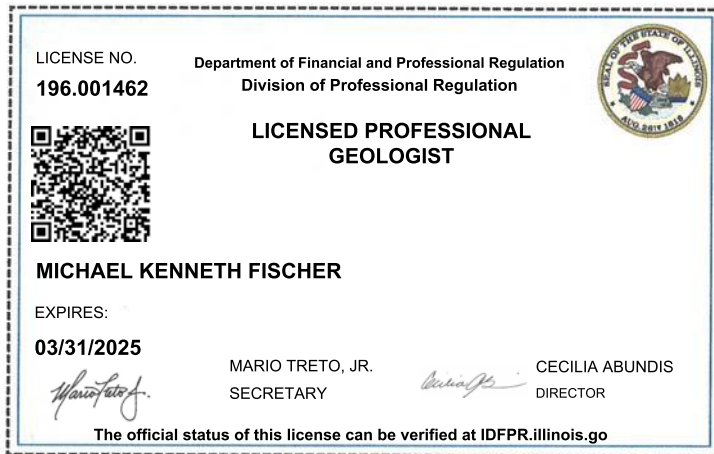






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## JASON JANSSEN, CHMM

### ENVIRONMENTAL DEPARTMENT MANAGER



Mr. Janssen has over 19 years of professional experience with extensive knowledge of environmental consulting, remediation, and construction. Mr. Janssen's experience includes project management, environmental site assessments, inspections, permitting, sampling, environmental compliance, site remediation, NEPA environmental assessments, and regulatory compliance. Work has included developing and leading a comprehensive update and expansion of health and safety policy and programs, as well as expanding employment of GIS geo-databases and systems utilizing the Esri ArcGIS software suite to provide accurate, timely, and thorough analysis of environmental issues. Key work has also included the development and implementation of Ambient Air Monitoring Programs designed to protect the public's health and safety during remediation efforts at former Manufactured Gas Plant sites, as well as being project team leader directly supervising staff and overseeing the program implementation.

### Key Projects

**Chicago Transit Authority (CTA) Red Line Extension (RLE) Final Environmental Impact Statement and Preliminary Engineering (March 2020-Present).** Mr. Janssen led a \$1.9 million multi-year due diligence and investigative effort conducted on behalf of the Chicago Transit Authority's (CTA's) Redline Extension, a 5.6 mile extension of the 'L' rapid transit system within a fully developed urban environment. Efforts were conducted in accordance with Federal Transit Authority (FTA) and NEPA requirements. This has included a Phase I ESA for the entire project corridor in accordance with FTA requirements, as well as numerous Phase I and Phase II Environmental Site Assessments at numerous industrial and commercial properties. EDI's environment efforts also include completing a soil management plan and supporting investigation for the planned improvements to help CTA plan management of soils during construction. In addition to environmental services, EDI provides asbestos and lead inspections at targeted properties, as well as land survey services.

**J.L. Woode Ltd, Hawthorne House Apartments, Chicago, Illinois. LUST & SRP, (2017-2018).** In 2017 through early 2018, Mr. Janssen was tasked with resuming efforts to obtain a No Further Remediation (NFR) Letter and achieve regulatory closure for a legacy Leaking Underground Storage Tank (LUST) incident at the Hawthorne House residential high-rise apartment building. Mr. Janssen provided project management, client contact, and state reporting activities associated with the resolution of this legacy LUST incident. The Hawthorne House LUST incident dated to 1999 when several underground storage tanks (USTs) were abandoned in-place at the property due to their proximity to the high-rise building. In preparing the tanks for abandonment, a release of heating oil and gasoline was discovered and reported to the State of Illinois. Between 1999 and 2010, several rounds of remedial actions were conducted at the property (this included three rounds of in-situ chemical injections and two rounds of physical source removal) under the Illinois Environmental Protection Agency (IEPA's) LUST program. These earlier efforts were unsuccessful in achieving regulatory closure through the IEPA's LUST program. In 2017, J.L. Woode Ltd. resumed efforts to obtain a NFR Letter. Through limited additional investigation, working closely with the IEPA, and transferring the LUST incident to the IEPA's Site Remediation Program (SRP), Mr. Janssen was able to obtain a NFR Letter for J.L. Woode Ltd. Closure was obtained in part through the development and subsequent approval by the IEPA's CORE committee of a Tier 3 Evaluation. The Tier 3 evaluation successfully demonstrated that the heating oil and gasoline contamination which remains at the property was unlikely to create an unacceptable risk to human health or the environment as they undergo natural attenuation.

**Chicago Housing Authority, Altgeld Library, Phase II & IEPA SRP (2018-2021).** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. Based on this review, EDI conducted an additional investigation at the site. EDI then enrolled the site

#### EDUCATION

BS, Environmental Science & Natural Resources, Purdue University, West Lafayette, Indiana

#### LICENSES

Certified Hazardous Materials Manger (CHMM), 2014

#### CERTIFICATIONS

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

Annual 8-hour OSHA HAZWOPER Refresher Training

#### AFFILIATIONS / MEMBERSHIP

Alliance of Hazardous Materials Professionals

Society of American Military Engineers



into the IEPA Site Remediation Program (SRP) on behalf of the CHA and then prepared the remedial design as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs) that were approved by the IEPA. EDI also prepared the bid documents for items relating to the required remediation. The project resulted in completion with an NFR Letter received and recorded with the IEPA in 2021. *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**87<sup>th</sup> Street Center, Lot 2, Site Remediation Program (SRP) (2017-2018).** Mr. Janssen led efforts to investigate and obtain No Further Remediation (NFR) letters for redevelopment of an 11.5-acre multi-tenant retail shopping center located adjacent to Interstate 94 (I-94). Based on the planned phasing of the redevelopment, the shopping center was divided into five different lots to obtain unique No Further Remediation letters that coincided with each phase of redevelopment. Lot 2 was found to be impacted by a solvent plume that had migrated onto the property from a historic sign manufacturing facility that had been located adjacent to the property. Utilizing Tier II modeling and working with the Illinois Environmental Protection Agency (IEPA) to establish the off-site source of the solvent contamination, the project was able to obtain a NFR letter.

**Chicago Housing Authority, Judge Fisher Apartments, IEPA SRP Reporting (March 2021-Present).** Judge Fisher is a senior housing facility which has recently undergone renovations. As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I Environmental Site Assessment (ESA), Phase II ESA, and other investigation reports for the site. Furthermore, EDI worked to enroll the site into the SRP and then prepared the remedial design for each site as part a Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plan (CSIR/ROR/RAP) that was approved by the IEPA. EDI also prepared the bid documents for the required remediation. To date EDI's efforts have resulted in completion of remedial efforts with IEPA issuing an NFR letter. Mr. Janssen is responsible for senior review of project deliverables. *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Lincoln Perry Annex IEPA SRP Reporting (March 2021-Present).** Lincoln Perry is a senior housing facility which has recently undergone renovations. As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I Environmental Site Assessment (ESA), Phase II ESA, and other investigation reports for the site. Furthermore, EDI worked to enroll the site into the SRP and then prepared the remedial design for each site as part a Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plan (CSIR/ROR/RAP) that was approved by the IEPA. EDI also prepared the bid documents for the required remediation. To date EDI's efforts have resulted in completion of remedial efforts with IEPA issuing an NFR letter. Mr. Janssen is responsible for senior review of project deliverables. *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Las Americas Apartments IEPA SRP Reporting (March 2021-Present), Department Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. EDI worked to enroll each site into the IEPA Site Remediation Program (SRP) on behalf of the CHA and then prepared the remedial design for each site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs) that were approved by the IEPA. EDI also prepared the bid documents for the required remediation. To date EDI's efforts have resulted in completion of remedial efforts in order to receive a No Further Remediation (NFR) Letter from the IEPA. Mr. Janssen is responsible for senior review of project deliverables. *Ms. Kayla Finup, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Southbridge 9 Former Harold Ickes Homes /Southbridge Phase 1A (Southbridge 4) IEPA SRP Reporting & Environmental Oversight (March 2018-Present), Assistant Project Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD





funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. EDI then conducted limited additional investigations and prepared the remedial design for the site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs), subsequently preparing appropriate responses to comments from the IEPA. In a re-alignment of the project, CHA transferred property ownership to the developer. The developer's environmental consultant completed the required reporting with the IEPA. EDI's role was to provide oversight and peer review of the required reporting from the developer's environmental consultant on behalf of CHA. The project resulted in completion with an NFR Letter for the redeveloped site with the IEPA in 2023. *Lynn Crivello, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Southbridge Phase 1A (Southbridge 4) Former Harold Ickes Homes Environmental Oversight (March 2021-Present), Assistant Project Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. EDI then conducted limited additional investigations and prepared the remedial design for the site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs), subsequently preparing appropriate responses to comments from the IEPA. In a re-alignment of the project, CHA transferred property ownership to the developer. The developer's environmental consultant completed the required reporting with the IEPA. EDI's role was to provide oversight and peer review of the required reporting from the developer's environmental consultant on behalf of CHA. The project resulted in completion with an NFR Letter for the redeveloped site with the IEPA in 2023. *Lynn Crivello, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**Chicago Housing Authority, Chicago/Madden Wells Phase II Redevelopment – Zone 11 (Oakwood Shores Pershing Apartments – 508 E. Pershing) Environmental Oversight (March 2021-September 2022), Assistant Project Manager.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations, remedial design, and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI provided services to CHA reviewed existing Phase I ESA, Phase II ESA, and other investigation reports for the site. Furthermore, EDI worked to enroll each site into the IEPA Site Remediation Program (SRP) on behalf of the CHA and then prepared the remedial design for each site as part of separate Comprehensive Site Investigation Reports/Remedial Objectives Report/Remedial Action Plans (CSIR/ROR/RAPs), subsequently preparing appropriate responses to comments from the IEPA. In a re-alignment of the project, CHA transferred property ownership to the developer. The developer's environmental consultant completed the required reporting with the IEPA. EDI's role was to provide oversight and peer review of the required reporting from the developer's environmental consultant on behalf of CHA. The project resulted in completion with an NFR Letter received and recorded with the IEPA in 2022. *Lynn Crivello, Chicago Housing Authority, 60 East Van Buren Street, Chicago, Illinois, 60605.*

**City of Chicago, Englewood Trail Line Phase I Engineering (PESA), Chicago, Illinois (2022).** Mr. Janssen provided senior technical review of a Preliminary Environmental Site Assessment (PESA) prepared for the project. The Englewood Trail Line is a planned rails-to-trails conversion of an unused elevated railroad corridor in Englewood into a 1.75-mile multiuse path. The path is envisioned as similar to the popular and well received 606 Trail on the near north side of Chicago. The Englewood trail would be located between 58th Street and 59th Street and between Wallace Street on the east Hoyne Avenue on the west. Transystems is the engineer providing Phase I Design Services for the City, with EDI as the environmental lead. The PESA was prepared in general accordance with IDOT bureau of local roads standards to evaluate the project area for possible environmental conditions that would need to be identified and addressed in advance or as part of the trails future development. *Gina Trimarco, Transystems, 222 South Riverside Plaza, Suite 610, Chicago, IL 60606, gmtrimarco@transystems.com*

**City Colleges of Chicago, Chemical Safety and Hygiene Plan, Chicago, Illinois.** Mr. Janssen assisted in preparing a Chemical Safety and Hygiene Plan (CHP) that meets the requirements of the "Laboratory Standard" of the Occupational Health and Safety Act (OSHA), 29 CFR 1910, Subpart Z for the City Colleges of Chicago. As part of this work, Mr. Janssen, along with other staff, conducted an extensive inventory of hazardous chemicals at the seven college campuses and ten satellite locations within the City of Chicago. Work resulted in development of a harmonized disposal program across all 17



locations for regulated materials and a CHP for the entire City College system, which addressed the products utilized by the curriculums/services at each college.

**Chicago Department of Environment (CDOE), Critical Facility Assessments, Multiple Sites, Chicago, Illinois.** Mr. Janssen conducted critical facility assessments and inspections at 27 locations throughout the City of Chicago for facilities that contain extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act (EPCRA). This work was funded by the Department of Homeland Security. Facilities included local hospitals, manufacturing facilities, businesses, and critical infrastructure centers. Mr. Janssen's work included conducting site assessments of chemical storage practices, emergency and spill response equipment, data collection and evaluation to identify worst-case scenarios, and the preparation of emergency response guides for each facility. Mr. Janssen's work also included utilizing the ArcGIS and CAMEO program suites to model, analyze, and map potential atmospheric dispersions of hazardous chemicals during hypothetical incidents at each facility.

**U. S. Environmental Protection Agency (USEPA) Region 5, Hazardous Waste School Audits and Collections Genesee County, MI.** Mr. Janssen assisted the USEPA Region 5 to manage hazardous material reduction efforts at Genesee County, MI schools in an effort to reduce the volume of hazardous materials stored onsite and in use at county schools. Mr. Janssen performed site audits at the schools in conjunction with USEPA officials to identify hazardous materials for disposal and assist school and USEPA officials with implementation of best management practices. Mr. Janssen was also responsible for the oversight of the subcontractor performing the subsequent collection of hazardous materials identified for disposal.

**Chicago Housing Authority Phase I ESAs/Phase II ESAs/Remediation Oversight and Site Remediation Program Reporting, (2018-Present) Quality Control/Quality Assurance.** As part of CHA's redevelopment plan for various sites, due diligence (and if necessary remedial investigations and remedial actions) must be conducted to meet Federal HUD funding requirements. Under an IDIQ contract, EDI has been involved with eight of the major redevelopments, performing multiple Phase I and Phase II ESAs, SRP enrollments and reporting, and remediation oversight. Mr. Janssen is responsible for senior review of project deliverables.

**City of Chicago, AIS, Mayfair Branch Library, Chicago, IL (2019-2020) Project Manager.** EDI performed a Phase I Environmental Site Assessment of the site in general conformance with ASTM Standard E1527-13 that satisfies the All Appropriate Inquires Standard. The Phase I ESA included a map identifying the recognized environmental conditions. *Jessica Min, City of Chicago, Department of Assets, Information and Services, 30 N. LaSalle St., Suite 300, Chicago, IL 60602, 312.744.2467, Jessica.Min@cityofchicago.org.*

**City of Chicago, 2FM, S. Prairie Ave. and S. Calumet Ave. Phase II ESA, Chicago, IL (2019-2020) Project Manager.** EDI was retained by the City of Chicago, Department of Fleet and Facilities Management (2FM), to perform a Phase II Environmental Site Assessment for seven separate parcels along S Prairie Ave and S Calumet Ave. *Paul Waite Environmental, Engineer III, City of Chicago, 2FM, 30 N. LaSalle St., Suite 300, Chicago, IL 60602, 312-744-9667, paul.waite@cityofchicago.org.*

**City of Chicago, 2FM, 2943 W. Adams St. Phase II, Chicago, IL (September 2019) Project Manager.** EDI was retained by 2FM to perform a Phase II Environmental Site Assessment for a vacant parcel located at 2943 W. Adams Street. EDI characterized impacts associated with all identified RECs/historic use on the Site through the advancement of borings, the installation of monitoring wells and the laboratory analysis of soil and groundwater. Borings were installed to characterize the fill and subsurface materials on the Site. EDI also prepared a boring and sampling plan for 2FM review prior to conducting field activities. EDI was responsible for contacting DIGGER to locate any utilities on the Site and in obtaining all required permits. *Paul Waite Environmental, Engineer III, City of Chicago, 2FM, 30 N. LaSalle St., Suite 300, Chicago, IL 60602, 312-744-9667, paul.waite@cityofchicago.org.*





THIS CERTIFIES THAT

**JASON JANSSEN**

HAS SUCCESSFULLY MET ALL THE REQUIREMENTS OF EDUCATION, EXPERIENCE AND EXAMINATION, AND IS HEREBY DESIGNATED A

**CERTIFIED HAZARDOUS MATERIALS MANAGER®  
CHMM®**



**March 27, 2013**

DATE OF CERTIFICATION

**16456**

CREDENTIAL NUMBER

**March 31, 2024**

CERTIFICATION EXPIRES

EUGENE A. GUILFORD, JR.  
EXECUTIVE DIRECTOR



## PHILIP MOORE GEOLOGIST



Mr. Moore has over four years of experience in sampling and environmental consulting. His areas of knowledge include the following: soil, air, and groundwater sampling and investigations, project oversight, and operation and maintenance activities. Mr. Moore also has extensive experience with Phase 1 and Phase 2 Environmental Site Assessments (ESAs) and oversight as an owner's project manager. Mr. Moore understands the necessity of safety and quality control and applies these principles in all projects.

### Key Projects

**Chicago Department of Aviation (CDA) O'Hare Airport Fuel System Improvement Program (FSIP) and Super Satellite Facility UST Removal, Chicago, IL (August 2022 – Present).** Mr. Moore is a Field Manager for the O'Hare Airport FSIP, which includes removal, abandonment, and upgrade to the airport Jet A fuel system from the airport tank farm to each terminal and gate hydrant. A Contaminated Materials Management Plan (CMMP) was developed for the FSIP work to properly manage impacted soil and groundwater encountered during construction activities. EDI has supported the project with oversight and management of the proper handling and disposal of contaminants encountered in various project areas, from the airfield tank farm to the gate hydrants, in accordance with the CMMP to minimize disruption to the construction schedule, help control costs, and facilitate regulatory compliance.

**Chicago LEPC and CDA Emergency Planning Exercises- Chicago, IL (May 2022 – Present).** Mr. Moore supported on two (2) Emergency Planning exercises for the City of Chicago: one exercise for Chicago Local Emergency Planning Committee (LEPC) and Office of Emergency Management and Communications (OEMC) involving a mock hazardous material incident response and one for the Chicago Department of Aviation (CDA) involving a mock passenger aircraft crash and fire at the O'Hare International Airport. The purpose of the Emergency Planning exercises is to assess the response of agencies, transportation partners, and non-governmental groups on their response capabilities, effectiveness of communications, and ability to provide accurate and responsive information to internal and external stakeholders, including the public. Mr. Moore's responsibilities included project management support, attending exercise planning meetings, exercise development support, and performing Actor Management duties during the exercise. *Terry Sheahan, Secretary, Chicago Local Emergency Planning Committee (LEPC), (312) 745-3133 and Jamie Rhee, Commissioner, Chicago Department of Aviation, Chicago O'Hare International Airport, 10,000 West O'Hare Avenue, Chicago, IL 60666, 800-832-6352.*

**CDM Smith – Stearns Quarry (Palmisano Park) - Groundwater Sampling (August 2021 – Present).** EDI was retained by CDM Smith to complete groundwater sampling at Chicago Park District Stearn's Quarry (Henry C. Palmisano Nature Park). In accordance with Supplemental Permit No. 20020-051-SP, groundwater sampling activities were conducted at five groundwater monitoring points. *John Grabs, 125 South Wacker Drive, Chicago, IL. 60606, (312)-780-7737*

**Metropolitan Water Reclamation District of Greater Chicago, High-Level CCDD Site Assessment, Environmental Consulting (2020) Geologist.** Geologist performed preliminary environmental site assessment (PESA) desktop research by ordering Environmental database reports based on the areas that the client presented. The Geologist reviewed the database reports and came up with a recommendation for site use based on recognized environmental concerns (RECs) for the site. Additionally, a site assessment report was provided to the client for each site, with a historical review of the site, RECs and de minimis conditions identified, and a recommendation for site viability based on the available information. *Jennifer N. H. Maercklin, P.E., CFM, Project Manager, V3 Companies, Ltd. 7325 Janes Avenue, Woodridge, Illinois 60517 630-729-6231*

**Illinois Department of Transportation, Preliminary Site Investigation, Environmental Consulting (2020) Geologist.** Geologist performed soil sampling and logged borings to 15-17 feet below ground

### EDUCATION

B.S., Geology, University of Illinois at Urbana-Champaign, 2015

### CERTIFICATES

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

8-hour OSHA HAZWOPER Refresher

8-hour OSHA Supervisor Training

DOT Hazardous Materials Transportation Training

First Aid and CPR/AED Training

surface (BGS) for a preliminary site investigation (PSI) in Galena, Illinois. Samples were collected and analyzed to determine the extent of potential soil contamination within areas where the new Illinois Department of Transportation (IDOT) construction was proposed. These samples were also analyzed to determine the scope of remediation work if any is necessary. The geologist was also responsible for determining if the project area could be affected by contaminants by migration in the future. A PSI report compiling the information collected as part of the site investigation was also provided by the Geologist to IDOT. *Dean Tiebout, Environmental Scientist, WSP-USA Inc, 33 West Monroe Street, Suite 1410, Chicago, Illinois 60603*

**General Electric, Lexington Lighting Plant Remediation, Lexington, Kentucky, (2018-2019), Owner's Project Manager.** Owner's Project Manager provided oversight of subcontractors and daily reporting to the client about the projects progress. The building had concentrations of lead in piping due to the nature of the manufacturing of light bulbs. The rafters and overhead piping of the building were covered in hazardous dust and needed to be vacuum cleaned. The overhead piping was then cut into manageable pieces and each piece was analyzed by the Owner's Project Manager with a Jerome Mercury Vapor Analyzer and divided into categories for waste removal. During this portion, the Owner's Project Manager also used the Jerome to monitor the air concentrations to make sure they were within safe levels. The floors were removed, and piping was exposed. Pipes were again cut into manageable pieces, analyzed, and categorized. Soil was also removed and categorized for waste removal in the same manner. The floors were replaced, and a vapor barrier was installed in portions where higher mercury concentrations were detected and historically found. The building was then analyzed by the Owner's Project manager to determine the success of the mercury removal in lowering the vapor concentrations of mercury. The remediation was a success, and the building was able to be sold by the client. The Owner's Project manager was also responsible for resolving issues that arise during the remediation, collect and coordinate sample delivery to the laboratory, and provide updates to the client through weekly conference calls. *David Powers, Project Manager, Stantec Consulting, Inc, 701 E 22<sup>nd</sup> Street, Suite 115, Lombard, IL, 60148 311-315-9335*

**Blackwell NPL Site Operation and Maintenance, Warrenville, Illinois (2018-2020), Field Geologist.** Field Geologist performed operation and maintenance duties at the Blackwell Landfill NPL site bi-monthly for two years. The site has been active for over 20 years. The duties included collection and delivery of leachate samples to the laboratory, collection, and delivery of air samples from the landfill gas stack to the laboratory, and landfill gas monitoring and data collection. The Field Geologist also delivered reports for these bi-monthly duties to the client which included a written report on the actives performed, tabulation of the data collected and the sampling results. Additionally, the Field Geologist provided monthly reporting on the site activities, as well as a yearly report summarizing the operation and maintenance and consolidating the data into an easier to parse set. This extensive report also provided an evaluation and recommendations for the leachate collection and landfill gas systems at the site. *David Powers, Project Manager, Stantec Consulting, Inc, 701 E 22<sup>nd</sup> Street, Suite 115, Lombard, IL, 60148 311-315-9335*

**BP Naperville Campus, Groundwater Monitoring, Environmental Consulting (2019-2020) Field Geologist** Field Geologist performed groundwater monitoring at the BP Naperville campus on a biannual basis. This included groundwater sample collection inside and adjacent to the BP Naperville campus as well as overnight sample collection using an ISCO portable sampler. Additionally, the Field Geologist kept detailed daily notes and provided a summary report of the sampling procedures as well as data analysis of the samples collected. *Luisa Price, Project Manager, Stantec Consulting, Inc, 701 E 22<sup>nd</sup> street, Suite 115, Lombard, IL 60148 630-576-9103*



Mr. Skare has 32 years in environmental science. He has a round of experience in public and private sectors in the City of Chicago and the Metropolitan area. Mr. Skare is in his first year as a Senior Project Manager with EDI.

### Key Projects

**Chicago LEPC and CDA Emergency Planning Exercises- Chicago, IL (May 2022 – Present).** Mr. Skare contributed as a Senior Project Manager on two (2) Emergency Planning exercises for the City of Chicago: one exercise for Chicago Local Emergency Planning Committee (LEPC) and Office of Emergency Management and Communications (OEMC) involving a mock hazardous material incident response and one for the Chicago Department of Aviation (CDA) involving a mock passenger aircraft crash and fire at the O'Hare International Airport. The purpose of the Emergency Planning exercises is to assess the response of agencies, transportation partners, and non-governmental groups on their response capabilities, effectiveness of communications, and ability to provide accurate and responsive information to internal and external stakeholders, including the public. Mr. Skare's responsibilities included project management, attending exercise planning meetings, exercise development, acting as a facilitator and controller during the exercises, and preparing After Action Reports following the exercises. Provided project support and management to successfully complete work assignments on time and within budget to the client. *Terry Sheahan, Secretary, Chicago Local Emergency Planning Committee (LEPC), (312) 745-3133 and Jamie Rhee, Commissioner, Chicago Department of Aviation, Chicago O'Hare International Airport, 10,000 West O'Hare Avenue, Chicago, IL 60666, 800-832-6352.*

**Metra CREATE P2 SWS/RID Flyover Connection, Preliminary Environmental Site Assessment (PESA) - Cook County, IL (December 2020 – May 2021).** Mr. Skare as a Project Engineer assisted with conducting a Preliminary Environmental Site Assessment (PESA) for a proposed double-track flyover structure to connect the Metra SouthWest Service mainline tracks to the Rock Island District (RID) Line, allowing Metra SouthWest Service trains to terminate at LaSalle Street Station and the construction of six (6) retaining walls in Chicago, Illinois. Responsibilities during the PESA included performing the site visit, reviewing site historic information, reviewing regulatory database and Freedom of Information Act (FOIA) responses, and preparing the PESA report and determining sites within the Project Area with Recognized Environmental Conditions (RECs). *James M. Derwinski - CEO/Executive Director, Metra, 547 West Jackson Blvd., Chicago, IL 60661, (312) 322-6777.*

**Metra Annual Reporting for Facility Air Emissions and Wastewater Discharges - Chicago, IL (2020 and 2021 Years).** Mr. Skare as a Project Engineer assisted with annual reporting of air emissions and wastewater discharges for Metra for the 2020 and 2021 reporting years. Data was gathered for the reporting years at five (5) Metra permitted facilities in Chicago. Compiled diesel and gasoline usage data was used to calculate estimated air emissions for submittal of Annual Emission Reports (AERs) to Illinois Environmental Protection Agency (IEPA). A review of monthly fuel usage data was also used to determine which facilities were exempt on reporting under the Registration of Smaller Sources (ROSS) exemption. Likewise, a review of monthly water usage data was performed for calculation of estimated wastewater discharge volumes at the Metra facilities for the Annual Wastewater Discharge Reports. Data was inputted into Illinois Environmental Protection Agency Mr. Skare provided prompt, accurate annual reporting on behalf of Metra to maintain compliance with IEPA and MWRD regulations *James M. Derwinski - CEO/Executive Director, Metra, 547 West Jackson Blvd., Chicago, IL 60661, (312) 322-6777.*

**Chicago Department of Aviation / Federal Aviation Administration, O'Hare Airport Terminal Area Plan Construction Equipment Loading - Chicago, IL (September 2018 – January 2019).** Mr. Skare contributed as a Team Leader on a Joint Venture team for an O'Hare Airport Terminal Area Plan (TAP) construction equipment emission loading project for the CDA and FAA. The TAP project is pivotal as the City of Chicago looks to construct a new state-of-art airport facility to meet air transportation needs well

#### EDUCATION

B.S., Chemical Engineering, University of Wisconsin - Madison, 1989

#### CERTIFICATIONS

Project Management Professional (PMP), 2009

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

Annual 8-hour OSHA HAZWOPER Refresher Training

10-hour OSHA Construction Safety Training



into the 21st century (ORD 21). Performed hard engineering loading calculations and computer modeling scenarios for various future construction activities, including loading for on-site and off-site equipment, and passenger vehicle commuting using key inputs for the calculations. Provided engineering and project management to successfully complete work assignment on time and within budget to the client. *Jamie Rhee, Commissioner, Chicago Department of Aviation, Chicago O'Hare International Airport, 10,000 West O'Hare Avenue, Chicago, IL 60666, 800- 832-6352.*

**Metra, Commuter Station Platform Upgrades - PESA & Preliminary Site Investigation (PSI) - Chicago, IL (September 2018 – January 2019).** Mr. Skare as a Project Engineer contributed on a Preliminary Environmental Site Assessment (PESA) and Preliminary Site Investigation (PSI) in support of planned upgrades to two Metra commuter rail service platforms and track reconfigurations located in the East Loop district of Chicago, Illinois (Site). A PESA was performed to identify and evaluate RECs at the Project sites and adjoining properties in accordance with ASTM Phase I Standard. The PESA findings and conclusions were used as a basis to perform a PSI at the Site. A Site Sampling Plan was prepared to meet the objectives of the PSI. Performed an evaluation which included a data comparison to applicable IEPA cleanup criteria. Based on the data results, recommendations were made regarding soil and groundwater management and disposal options, including locations of impacted soils which will require Construction Worker precautions during construction activities for the proposed upgrades. *James M. Derwinski - CEO/Executive Director, Metra, 547 West Jackson Blvd., Chicago, IL 60661, (312) 322-6777.*

**City of Chicago Fleet and Facility Management (2FM), Environmental Site File Review and Compilation - Chicago, IL (March 2019 – April 2019).** Mr. Skare as a Team Leader contributed on an environmental site file review and data compilation project for the City of Chicago 2FM (now Department of Assets, Information and Services). Duties included review of archived 2FM files found in three major categories for sites that had previously been sold or transferred by the City of Chicago. The purpose of the file review and data compilation was to verify that proper environmental assessment/site screening had been completed on the sold properties or identify gaps in the site file documentation including incomplete or no environmental assessments or closures for the sites. Utilized extensive knowledge of the environmental assessment process and site remediation and closure requirements to verify compliance with environmental regulations and proper assessment, remediation, and closure of City of Chicago sites. Worked closely with 2FM and lead consultant to complete the assigned tasks quickly and accurately. *Sandra Blakemore, Acting Commissioner, City of Chicago Department of Assets, Information and Services 2 North LaSalle Street, 2<sup>nd</sup> Floor, Chicago, IL 60602, 312-744-3900.*

**Illinois Department of Transportation, Preliminary Site Investigation - Cook/DuPage, IL (January 2019 – January 2020).** Mr. Skare as a key collaborator in support of an Illinois Department of Transportation (IDOT) PSI of the County Line Road Reconstruction project located in Cook/DuPage Counties, Illinois. He was instrumental in document and report writing, including the Health and Safety Plan, Site Investigation Work Plan, and final PSI Report. Coordinated work assignments with the Project Manager to ensure timely completion and submittal of project documents to the client. Worked on report format and content improvements, reviews, data compilation and comparison to applicable regulations, and quality control cross-checking of draft documents. *Illinois Department of Transportation, District 1, 201 West Center Court, Schaumburg, Illinois, 60196-1096, (847) 705-4401.*

**Illinois Capital Development Board – Illinois Veterans' Home – Quincy, Phase I & II Environmental Site Investigations - Quincy, IL (March 2019 – April 2020).** Mr. Skare as a Staff Engineer performed a Phase I ESA, and a subsequent Phase II ESA, at the Illinois Veterans' Home (IVH) - Quincy in Quincy, Illinois (Site). The purpose of the Phase I and II ESAs was to evaluate and present findings and current site conditions in final reports as a basis for the Client's proposed redevelopment and modernization of the Campus to make it safer and more functional for its residents, visitors, and staff. All work was performed in accordance with Phase I and II ASTM Standards and standard work procedures. A Phase I ESA, which included a review of historical site information and regulatory government agency records and a site reconnaissance, was performed to identify known or suspected RECs in connection with the Subject property and adjacent properties. Conducted a Phase II ESA to assess the environmental impacts as the result of the RECs identified during the Phase I ESA and included sampling of soil and groundwater and a data comparison to applicable regulations. Conclusions were used as a basis for performing a subsequent National Environmental Protection Act (NEPA) Environmental Assessment (EA). *Jim Underwood, Executive Director, Illinois Capital Development Board, 401 South Spring Street, Third Floor, Stratton Building, Springfield, IL 62706, (217) 782-2864.*

**Orica USA, Multi-Phase Site Investigation - Morris, IL (December 2012 – April 2015).** Mr. Skare as a Senior Project Manager actively managed a multi-phase site investigation, which included sampling of explosive-based and other materials in soil, sediments, surface water, and groundwater at a former manufacturing facility in Morris, Illinois (Site). Performed contaminant fate and transport and risk assessment to determine extent of contamination of the site surface water drainage and pond network, and the shallow and deep aquifer systems. Key investigation data, statistical analyses, and site information was used to develop viable remedial action alternatives, complete exposure pathway evaluations, including indoor and outdoor inhalation pathways. Reviewed existing site documents to identify data gaps and streamline environmental sampling and testing requirements. Successful completion of the IEPA-approved investigation ultimately led to final site remediation and closure. *Shane Jones PE, SHES Director, Orica USA, 33101 East Quincy Avenue, Watkins, CO 80137, (303) 268-5000.*

**Metra, Site Remediation / Free Product Recovery Activities - Chicago, IL (May 2019 – March 2022).** Mr. Skare as a Senior Project Manager directly managed remediation activities at a diesel release site located at the Metra 14th Street Railroad yard in Chicago, Illinois (Site). The release incident was caused by leaking fuel piping at a locomotive service platform in the Yard. In support of remediation efforts, performed oversight of recovery of free product from a series of recovery wells located at the site, which has significantly reduced the size and extent of the free product impacts. Field crews use vacuum trucks to skim and recover free product floating on the groundwater table and properly dispose of the recovered liquids at an approved off-site disposal facility. Assists with preparation, review, and submittal of quarterly Free Product Removal Reports to the state agency, Illinois Environmental Protection Agency (IEPA), managing the site. To date, the ongoing site cleanup has met the expectations of the IEPA and has kept the site in complete compliance of the Leaking Underground Storage Tank (LUST) regulations. Provides key management and remediation expertise and knowledge which is pivotal in the success of the project. *Todd Cabonor, Senior Director Safety, Environmental Compliance and Industrial Hygiene, Metra, 547 West Jackson Blvd., Chicago, IL 60661, (312) 322-6777.*

**Metra, Site Remediation and Closure – Orland Park, IL (June 2019 – June 2020).** Mr. Skare as a Senior Project Manager managed an emergency response (ER) cleanup and subsequent investigation associated with an incident at the Metra Maintenance-of-Way Yard located in Orland Park, Illinois (Site). Assisted Metra with entering into a Compliance Commitment Agreement (CCA) with the IEPA and subsequent enrollment into the IEPA SRP to allow for regulatory compliance and to expedite site remediation and closure. Conducted investigation with the collection of soil and groundwater samples to determine remaining impacts associated with the release that were collected and analyzed for Site contaminants of concern (COCs). Assisted with preparation, review, and submittal of a combined Remediation Objectives Report (ROR) / Remedial Action Plan (RAP) / Remedial Action Completion Report (RACR), resulting in an NFR Letter after acceptance of the report was received from IEPA. *Todd Cabonor, Senior Director Safety, Environmental Compliance and Industrial Hygiene, Metra, 547 West Jackson Blvd., Chicago, IL 60661, (312) 322-6777.*

**Orica USA, Site Remediation and Closure - Morris, IL (December 2012 – June 2016).** Mr. Skare as a Senior Project Manager was responsible for the investigation, remediation, and closure of a major mining and blasting chemicals manufacturer facility in Morris, Illinois (Site). The facility was closed after being active since the late 1920s. Performed oversight of all aspects of the project over tenure with the company, including site safety, health, environmental, and security (SHES) assistance as part of the SHES team for Orica in North America. Responsibilities included collaborating with contractors and IEPA regulators for waste sampling, identification, categorization, and final transportation and disposal of environmental hazardous waste at the Site. Implemented remedial action which included removal of impacted soils in remote areas of the site with contaminants of concern (explosive-based materials, metals, petroleum-based materials) above regulatory limits. Worked directly with IEPA, on-site staff, hired consultants and contractors, and neighboring facilities to successfully complete the project on time and within budget. *Shane Jones PE, SHES Director, Orica USA, 33101 East Quincy Avenue, Watkins, CO 80137, (303) 268-5000.*

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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Environmental Design International inc.

### I. LEGAL ACTIONS

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

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



**ATTACHMENT B**  
**DISCLOSURE AFFADAVIT**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned Leslie J Sawyer, as President and CEO  
Name Title

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

RESPONDENT			
<b>Name of Firm:</b>	Environmental Design International inc.		
<b>Address:</b>	33 W. Monroe Street, Suite #1825		
<b>City/State/Zip:</b>	Chicago, IL. 60603		
<b>Telephone:</b>	312-345-1400	<b>Facsimile:</b>	312-345-0529
<b>FEIN:</b>	36-3759119	<b>SSN:</b>	
<b>Email:</b>	lsawyer@envdesigni.com		
<b>Nature of Transaction:</b> RFQ_PBC_2023EnviroEngineeringSrvcs_PS3080			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input checked="" type="checkbox"/> Other <u>RFQ</u>			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

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

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

**A. CORPORATIONS AND LLC'S**

<b>State of Incorporation or Organization:</b>		<b>Illinois</b>	
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>			
<b>Telephone:</b>			
<b>Identify the names of all officers and directors of the business entity.</b> Environmental Design International inc. <i>(Please attach list if necessary.)</i>			
<b>Name</b>		<b>Title</b>	
Leslie J. Sawyer		President & CEO	
Joan Mazurek		Secretary	
Mark Smith		Vice President	
Gary Flentge		Vice President	
Bill Fleming Scott Dileto		Vice President Vice President	
<b>Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity.</b> <i>(Please attach list if necessary.)</i>			
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>	
Leslie J. Sawyer	33 W. Monroe St., Ste 1825, Chicago, IL 60603	94.13	%
			%
			%
<b>LLC's only, indicate Management Type and Name:</b>			
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>Name:</b>	
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>			

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

### B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
<i>If the answer is no, please complete the following two sections.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

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### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

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

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

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### B. SUBCONTRACTORS

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

### C. STATE TAX DELINQUENCIES

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

## ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

### D. OTHER TAXES/FEEES

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

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

### E. PUNISHMENT

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

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.



# ATTACHMENT B – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

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

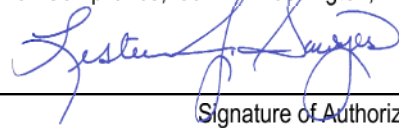
## H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

## I. VERIFICATION

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

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



Signature of Authorized Officer

**Leslie J Sawyer**

Name of Authorized Officer (Print or Type)

**President and CEO**

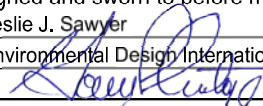
Title

**312-345-1400**

Telephone Number

State of Illinois  
County of Cook

Signed and sworn to before me on this 3rd day of July, 2023 by  
Leslie J. Sawyer (Name) as President & CEO (Title) of  
Environmental Design International inc. (Bidder/Proposer/Respondent or Contractor)

  
Notary Public Signature and Seal



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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

## ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

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**Definitions and Disclosure Requirements**

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

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

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

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

RFQ\_PBC\_2023 EnviroEngineeringSrvcs\_S3080

Description of goods or services to be provided under Contract:

Professional Environmental Engineering Supporting Services

Name of Consultant:

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

Retained Parties:

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

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

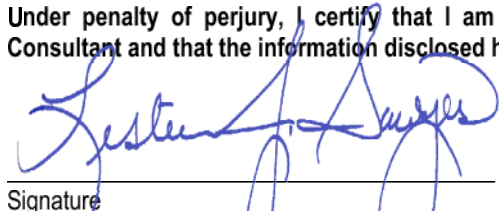
The Consultant understands and agrees as follows:

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

## ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

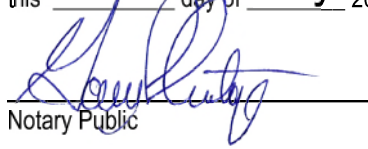
  
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Signature

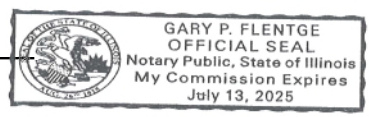
July 18, 2023  
Date

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

**President and CEO**  
\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this 18th day of July 2023

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



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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

# ATTACHMENT D

## Special Conditions Regarding the Utilization Of Minority and Women Owned Business Enterprises for Professional Services

### 1. Policy Statement

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

### 2. Aspirational Goals

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

### 3. Definitions

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

- (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
- (8) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- (9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

#### 4. Determining MBE/WBE Utilization

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

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

#### 5. Submission of Proposals

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



- (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.
- (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
- (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
- (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

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

#### 6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by.

#### 7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - (1) Attendance at the Pre-bid conference;
  - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.

- (3) The Bidder's general policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
  - (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/associations;
  - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
  - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
  - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
  - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
  - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - i. The name, address and telephone number of MBE and WBE firms contacted;
    - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - (11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;
  - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
  - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
  - (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
- (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
  - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.
8. Established Business Participation in the MBE and WBE Procurement Program
- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
    - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
    - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
    - (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

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

#### 9. Failure To Achieve Goals

- a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:
  - (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.
  - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
  - (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
  - (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
  - (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.
  - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
  - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

#### 10. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
  - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
  - (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
  - (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
  - (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
  - (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
- i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
  - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

15. Severability

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

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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.***

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

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

\_\_\_\_\_

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

D. Identify the firms that comprise the joint venture

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

E. Nature of joint venture's business

\_\_\_\_\_

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

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

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

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

\_\_\_\_\_

\_\_\_\_\_



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

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

\_\_\_\_\_

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

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

2. Management decisions such as:

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**SCHEDULE B**

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

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

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

Commission expires:  
(SEAL)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

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

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

Commission expires:  
(SEAL)

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

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor                      \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

BY:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Phone

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

Name of Project: TBD - Environmental Engineering Services

STATE OF ILLINOIS     }  
                                       } SS  
 COUNTY OF COOK        }

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

President & CEO  
 \_\_\_\_\_  
 Title and duly authorized representative of

Environmental Design International inc.  
 \_\_\_\_\_  
 Name of Professional Service Provider whose address is

33 W. Monroe St., Ste. 1825  
 \_\_\_\_\_

in the City of Chicago, State of Illinois

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

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

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

**SCHEDULE D**

**Affidavit of Professional Service Provider Regarding MBE/WBE Participation (2 of 2)**

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

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

BY:

Environmental Design International inc.

Name of Contractor (Print)

5/3/2024

Date

312.345.1400

Phone

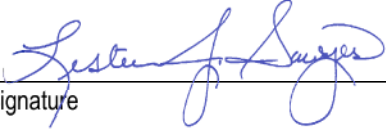
IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Date

\_\_\_\_\_

  
\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

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