



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

PROFESSIONAL SERVICES AGREEMENT

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081G)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

SPECIALTY CONSULTING, INC.

FOR

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081G)

Public Building Commission of Chicago

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

FIRM NAME:	Specialty Consulting, Inc.
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ADDRESS:	2942 West Van Buren Street Chicago, Illinois 60612

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES – PS3081G

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 **Specialty Consulting, Inc.** with offices at 2942 West Van Buren Street, Chicago, Illinois 60612 (the "**Consultant**").

Recitals:

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

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

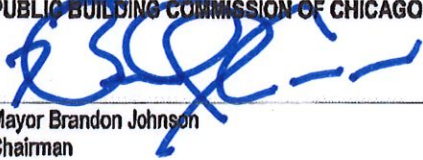
WHEREAS, the Consultant desires to be retained by the Commission to perform the Services and has represented to the Commission that the Consultant is qualified and competent, by education and training, and has the knowledge, skill, experience and other resources necessary to perform the Services required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

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

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

EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES- PS3081G

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson
Chairman

Date: _____

ATTEST:



Mary Pat Wity
Secretary

Date: 2/7/2024

CONSULTANT: Specialty Consulting, Inc.



President or Approved Signatory

Date: 1/4/24

AFFIX CORPORATE
SEAL, IF ANY, HERE



County of: Cook

State of: Illinois

Subscribed and sworn to before me by Arturo Saenz and _____
on behalf of Consultant this 4th day of Jan, 2024.



Notary Public

My Commission expires: 09/21/2024

(SEAL OF NOTARY)

Approved as to form and legality:



Neal & Leroy, LLC

Date: 2/7/2024

**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 and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **e-Builder System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at e-Builder System courses are not compensable by the Commission.
- h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.
- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.
- j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or

knowledgeable of the Services.

7. **Term.**

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

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

9. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

- a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.
- b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
- c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
- d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.
- e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
- f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
- g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged

by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.

- h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.

10. **Indemnification of Commission and Third Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.

11. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in SCHEDULE D.

12. **Default.**

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

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

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

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

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

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

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

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SCHEDULE B SCOPE OF SERVICES

4.1 Intent

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

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

The Environmental Consultant (the "Consultant") will enter into a Task Order with the PBC. The Consultant's Task Order will be executed on a project-by-project basis. The Consultant will provide, on a Task Order basis, all Services, including inspections, drawings and specifications and performance of renovation/demolition oversight activities including hazardous (and non-hazardous) waste removal activities, and the oversight of lead and asbestos abatement activities.

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

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

A. Asbestos Containing Materials Inspections

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

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

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

B. Lead-Based Paint Inspections

The Consultant shall conduct lead-based paint inspections as requested by the PBC using an X-Ray Fluorescence (XRF) lead paint analyzer and/or collection of paint chip samples from painted surfaces in the structure to be renovated/demolished. This survey shall be conducted by an IDPH licensed lead inspector and/or risk assessor.

The Consultant shall provide draft and final reports to the PBC for review and comment that shall consist of, at a minimum, the name of the lead inspector, license number, the date of inspection, list all substrates inspected, the colors of paint on each substrate and wall direction for each sample, the reading for each sample positive/negative/inconclusive or concentration, an evaluation for each sample taken if the paint is in good, fair or poor condition, and a chart and clear summary of results (utilizing existing site/floor plans to indicate sample locations). Results of any laboratory analyses shall be included in this report along with the chain-of-custody forms as necessary. The IDPH licensed lead inspector shall sign the final inspection report. The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the PBC's electronic file management system for use by the PBC's project team.

C. Hazardous Material Building Inspections

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

The Consultant shall provide a draft and final survey report that contains locations, estimated volumes, CAS registry numbers, quantities and types of materials, photographs, results of the inspection, limitations and recommendations. The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the PBC's electronic file management system for use by the PBC's project team.

D. Design Drawings and Specifications

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

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

The Consultant shall provide draft and final copies of the abatement specifications and drawings to the PBC for review and comment. The Consultant shall be prepared to conduct revisions to the document as requested by the PBC. The Consultant shall be required to upload the final document to the PBC's electronic file management system for use by the PBC's project team.

Hazardous Materials

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

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

E. Oversight of Waste Removal Activities

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

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

F. Oversight of Asbestos Abatement Activities

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

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

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

1. The ASP/PM shall post and maintain all necessary notices/permits required to be posted at the jobsite.
2. The ASP/PM shall maintain a copy of the ACM inspection report at the jobsite.
3. The ASP/PM shall conduct containment inspections.
4. The ASP/PM shall inspect the work areas and abatement procedures for compliance with applicable regulations.
5. The ASP/PM shall visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by asbestos abatement employees.
6. The ASP/PM shall monitor the contractor work methods including workspace cleanliness, wet work methods, bag out, and final cleaning.
7. The ASP/PM shall evaluate whether visible debris and asbestos containing materials have been fully removed as per specifications and applicable regulations.
8. The ASP/PM shall conduct air monitoring in accordance with all local, state, and federal requirements. The ASP/PM shall provide work area monitoring (inside and outside containments) and final clearance inspection, testing and sample analysis using phase contrast microscopy (PCM), using National Institute for Occupational Safety and Health (NIOSH) Method 7400, and Transmission Electron Microscopy (TEM), using AHERA protocols, in accordance with applicable regulations.
9. The Consultant shall assist in the coordination of asbestos abatement activities with the PBC PM, the renovation/demolition contractor and their asbestos abatement contractor for the overall project.
10. The ASP/PM shall prepare daily reports documenting the abatement activities.
11. The ASP/PM shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:
 - a. Summary of work by building, including summaries of abated materials;
 - b. Company and ASP/PM Name and License;
 - c. Date and time of activities;
 - d. Sampling methods used;
 - e. Asbestos abatement contractor;
 - f. Daily worker log;
 - g. Work area sign-in and out logs;
 - h. Photographs during abatement activities (before and after);
 - i. Notifications;
 - j. Worker and Supervisor Licensing;
 - k. Waste Manifests;
 - l. Analytical/filled out air sampling forms by ASP;
 - m. Daily inspectors logs;
 - n. Other forms and/or logs required by state and federal regulations; and
 - o. Provide sampling and analysis of unexpected ACM encountered during the work.

G. Oversight of Lead Abatement Activities

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

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

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

1. Inspect the containments, work areas and lead abatement procedures.
2. Maintain a copy of the LBP inspection report at the jobsite.
3. Post and maintain all necessary notices/permits required to be posted at the jobsite.
4. Prepare daily reports documenting the LBP abatement activities.
5. Visually inspect the engineering controls systems including negative pressure ventilation systems, decontamination procedures and respiratory protection worn by lead abatement employees.
6. Monitor contractor work methods including workspace cleanliness, work methods, and final cleaning.

7. Before a work area may be released for re-occupancy, the Consultant shall provide the following services:
 - a. The Consultant shall visually inspect the work area to ensure that all abated or mitigated surfaces and all floors have been treated to provide smooth and easily cleanable surfaces.
 - b. Lead dust levels on horizontal surfaces are tested and determined to be below applicable regulatory requirements and/or industry standards. All environmental lead samples must be submitted and analyzed by an accredited laboratory, as defined in the regulations.
 - c. The Consultant shall provide the lead abatement contractor a signed copy of the compliance investigation report required by Section 845.225 of the IDPH regulations, as applicable, before being released from the work area and allowing the work area for re-occupancy and removing the isolation barriers.
8. The Consultant shall assist in the coordination of asbestos abatement activities. The timing and sequencing, including area start and finish points, of abatement must be coordinated with the PBC PM, the renovation/demolition contractor and their asbestos abatement contractor for the overall project.
9. The lead inspector shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:
 - a. Summary of work by building, including summaries of abated materials;
 - b. Company and lead inspector name and license;
 - c. Date and time of activities;
 - d. Sampling methods used;
 - e. Lead abatement contractor;
 - f. Daily worker log;
 - g. Work area sign-in and out logs;
 - h. Photographs during abatement activities (before and after);
 - i. Notifications;
 - j. Worker and Supervisor Licensing; and
 - k. Waste Manifests.
 - Chains of Custody/Analytical signed by lead inspector;
 - Daily inspectors' logs; and
 - Other forms and/or logs required by state and federal regulations.

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

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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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SPECIALTY CONSULTING, INC. (SPC)

LOADED HOURLY RATES

ENVIRONMENTAL CONSULTING SERVICES RENOVATION AND DEMOLITION - PS3081G

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

Job Title	Unit	Hourly Rates
Assessment/Project Management Services		
A Senior Project Manager	Per hour	\$ 125.00
B Project Manager	Per hour	\$ 110.00
C Field Services Supervisor	Per hour	\$ 95.00
D Clerical	Per hour	\$ 50.00
E Licensed Professional Engineer, PE	Per hour	\$ 115.00
F Environmental Scientist (40hr HAZWOPPER)	Per hour	\$ 85.00
G Environmental Technician	Per hour	\$ 70.00
H CADD Operator	Per hour	\$ 70.00
I Certified Industrial Hygienist	Per hour	\$ 145.00
J Licensed Asbestos Management Planner	Per hour	\$ 95.00
K Licensed Asbestos Project Manager	Per hour	\$ 80.00
L Licensed Asbestos Air Sampling Professional	Per hour	\$ 75.00
M Licensed Lead Inspector	Per hour	\$ 80.00
N Licensed Risk Assessor	Per hour	\$ 90.00
O Certified Hazardous Materials Manager	Per hour	\$ 90.00
P Clerical/Administrative	Per hour	\$ 50.00
Q QA/QC Manager	Per hour	\$ 105.00
R Licensed Asbestos Inspector	Per hour	\$ 85.00
S [Insert Other Title Here]	Per hour	\$ -
Environmental Design Services		
A Environmental Engineer P.E.	Per hour	\$ 115.00
B CAD Specialist	Per hour	\$ 70.00
C Drafting Technician	Per hour	\$ 65.00
D Clerical/Administrative Staff	Per hour	\$ 45.00
E Project Manager	Per hour	\$ 105.00
F Sr. Project Designer	Per hour	\$ 105.00
G Licensed Asbestos Designer	Per hour	\$ 140.00
H Lead Design	Per hour	\$ 95.00
I Hazardous Materials Design	Per hour	\$ 95.00
J [Insert Other Title Here]	Per hour	\$ -
K [Insert Other Title Here]	Per hour	\$ -

SCHEDULE D INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include at least the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

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

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

D.1.5 Property

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

D.1.6 Valuable Papers

When any plans, designs, drawings, data, media, or other documents are produced or used under this Agreement,

Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

D.1.7 Contractors Pollution Liability

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

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include The Public Building Commission, the Board of Education of the City of Chicago, the City of Chicago, and each of their respective Board members, employees, elected and appointed officials, and representatives, and any other User Agency or Owner required by the Commission as Additional Insured on a primary and non-contributory basis for on-going and completed operations.

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

D.1.8 Railroad Protective Liability

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

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

D.2. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2024

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

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

PRODUCER Financial Renaissance 1016 W. Jackson Blvd Suite 407 Chicago IL 60607		CONTACT NAME: Carrie Gentile PHONE (A/C, No, Ext): (312) 492-6900 E-MAIL ADDRESS: cgentile@finren.com		FAX (A/C, No):
INSURED Specialty Consulting, Inc. 2942 W. Van Buren Street Chicago IL 60612		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: NAUTILUS INS CO		17370
		INSURER B: GREAT DIVIDE INS CO		25224
		INSURER C: OHIO SECURITY INSURANCE CO		24082
		INSURER D: AXIS INSURANCE CO		26620
		INSURER E: KEY RISK INS CO		10885
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution \$2,000,000 Occurrence <input checked="" type="checkbox"/> Prof Liab \$2,000,000 Claims-Made GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ECP2028266-15	02/04/2024	02/04/2025	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
PRODUCTS - COMP/OP AGG \$ 2,000,000							
							\$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP2028262-15	02/04/2024	02/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
A,D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX2028267-15/ELZ6476250120	02/04/2024	02/04/2025	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$ 3,000,000						
	AXIS Excess-Agg/Each \$ 5,000,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WCA2028261-15	02/04/2024	02/04/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER ILLINOIS
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	Valuable Papers & Records Coverage Replacement Cost, \$1,000 Deductible			BFS56848630	10/16/2023	10/16/2024	On Premises Limit \$250,000
	Off Premises Limit \$25,000						
	Limits Per Occurrence						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Environmental Reno/Demo Services - #PS3081A & #PS3081G
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 is included as Additional Insured on a Primary Non-Contributory Basis on General Liability, Pollution Liability & Auto Liability, when required by written contract. Waiver of Subrogation applies in favor of Additional Insureds on General Liability, Pollution Liability, Auto Liability and Workers Compensation, when required by written contract. Excess policies follow form & extend over Pollution & Professional Liability. 30-day notice of cancellation, except 10-day notice for non-payment of Premium.




CERTIFICATE HOLDER CANCELLATION





Public Building Commission Procurement Department APPROVED Richard J Daley Center 50 West Washington St., Room 200 Chicago, IL 60602 JLB 10/7/2024	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joseph Orlando
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SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

KEY PERSONNEL TABLE

CREDENTIALS/REQUIREMENTS	NAMES OF KEY PERSONNEL WHO MEET THE REQUIREMENTS
<p style="text-align: center;"><u>Certified Industrial Hygienist</u></p> <p>by the American Board of Industrial Hygiene. The Certified Industrial Hygienist shall be an employee of the Respondent. The Certified Industrial Hygienist shall have a minimum of ten (10) years of experience in the environmental industry.</p>	 Jigar Shah <i>25 years of experience</i>
<p style="text-align: center;"><u>Hazardous Waste Project Manager</u></p> <p>with a minimum of ten (10) years of experience conducting hazardous waste inspections and preparing specifications for hazardous waste handling and disposal. The project manager shall be an employee of the Respondent.</p>	 Kyle Boyd <i>11 years of experience</i>
<p style="text-align: center;"><u>IDPH Licensed Asbestos Designer</u></p> <p>with a minimum of ten (10) years of experience designing asbestos abatement projects for school and non-school facilities. The IDPH Licensed Asbestos Designer shall be an employee of the Respondent.</p>	 Jigar Shah & Nick Peneff <i>25 years & 30 years of experience</i>
<p style="text-align: center;"><u>IDPH Licensed Asbestos Inspectors</u></p> <p>with a minimum of five (5) years of experience in asbestos inspection. At least one IDPH Licensed Asbestos Inspector shall be an employee of the Respondent.</p>	 Micheal Holvay <i>27 years of experience</i>

CREDENTIALS/REQUIREMENTS	NAMES OF KEY PERSONNEL WHO MEET THE REQUIREMENTS
<p><u>IDPH Licensed Asbestos Air Sampling Professional/Project Manager</u></p> <p>with a minimum of five (5) years of experience in asbestos air sampling/project management. At least one IDPH Licensed asbestos air sampling professional/project manager shall be an employee of the Respondent.</p>	 <p>David Avila <i>17 years of experience</i></p>
<p><u>IDPH Licensed Asbestos Management Planner</u></p> <p>with a minimum of ten (10) years of experience providing asbestos management planning for projects for school and non-school facilities. The Licensed Asbestos Management Planner shall be an employee of the Respondent.</p>	 <p>Arturo Saenz <i>34 years of experience</i></p>
<p><u>IDPH Licensed Lead Inspector/ Risk Assessor</u></p> <p>with a minimum of (5) years of experience in lead inspecting and risk assessing. The IDPH Licensed Lead Inspector/Risk Assessor shall be an employee of the Respondent.</p>	 <p>Roberto Rivera <i>28 years of experience</i></p>
<p><u>Lead Paint Abatement Specification Author</u></p> <p>with at least ten (10) years of experience in the preparation of lead paint specifications for lead abatement work.</p>	 <p>Kyle Boyd <i>11 years of experience</i></p>

CREDENTIALS/REQUIREMENTS	NAMES OF KEY PERSONNEL WHO MEET THE REQUIREMENTS
<p><u>Lead Paint Abatement Drawing Preparer</u></p> <p>with at least ten (10) years of experience in the preparation of lead paint abatement drawings for lead abatement work.</p>	 <p>Jorge Duran <i>19 years of experience</i></p>
<p><u>Certified XRF Operator</u></p> <p>The Certified XRF Operator shall be an employee of the Respondent.</p>	 <p>David Avila <i>17 years of experience</i></p>
<p><u>Quality Control/Assurance</u></p> <p>The Respondent shall provide specific name (s) and resume(s) of all QA/QC individuals who will review the formatting and content of all reports, documents, specifications, and drawings prior to distribution to the PBC.</p>	 <p>Nick Peneff, DrPH, CIH, CSP <i>30 years of experience</i></p>

SPC KEY PERSONNEL MATRIX

Environmental Renovation/Demolition Services (PS3081)

STAFF				EXPERIENCE											
				Asbestos Inspections	Lead Inspections	Hazardous Waste Inspections	Asbestos Abatement Design Drawing Preparation	Lead Abatement Design Drawing Preparation	Asbestos Abatement Specification Preparation	Lead Abatement Specification Preparation	Hazardous & non-hazardous waste removal activity oversight	Asbestos Abatement Oversight	Lead Abatement Oversight	QA/QC Technical Review	
NAME	CURRENT POSITION	YEARS OF EXP. IN INDUSTRY	YEARS IN THE FIRM												
Arturo Saenz	Project Executive	34	21	X	X	X	X	X	X	X	X	X	X	X	X
Jigar Shah, CIH, CSP, CHMM	Program Manager	25	18	X	X	X	X	X	X	X	X	X	X	X	X
Kyle Boyd, CHMM	Project Manager	11	8	X	X	X	X	X	X	X	X	X	X	X	X
Pavan Vellookunnel	Project Manager	10	10	X	X	X	X	X	X	X	X	X	X	X	
Jeffin Chakkalake	Project Manager	5	5	X	X	X	X	X	X	X	X	X	X	X	
Roberto Rivera	Project Manager	29	21	X	X	X	X	X	X	X		X	X		
Nicholas Peneff, DrPH, CIH, CSP	QA/QC Manager	30	1	X	X	X	X	X	X	X	X	X	X	X	X
Jorge Duran	CADD Operator	19	17	X	X	X	X	X				X	X	X	
Carlos Torres, CHST	Safety Manager	14	1												
Fransico Gaytan	Accounting	10	5												

David Avila



David Avila, Senior Project Manager



Mr. Avila has 17 years of experience providing hazardous building material assessment and abatement management services. His responsibilities include planning and implementation of building surveys, abatement contractor oversight, contract document review, project scheduling and coordination, and technical reporting. His experience ranges from working in occupied buildings with sensitive receptors such as schools, housing complexes and hospitals as well as transit facilities stations and electrical substations.

Experience

17 Years

Expertise and Specialized Training

Environmental Remediation
Lead & Asbestos Inspections
Lead & Asbestos Abatement
Air Sampling Professional

Licenses, Registrations & Certifications

Licensed Asbestos Building Inspector, IL (2006)
Licensed Asbestos Project Manager, IL (2006)

Licensed Air Sampling Professional, IL (2005)
Licensed Lead Risk Assessor, IL
Licensed Asbestos Building Inspector, IN
Licensed Asbestos Building Inspector, WI
Asbestos Fiber Counting NIOSH 582 Sampling
Licensed Asbestos Contractor Supervisor, IL
Licensed Asbestos Contractor Supervisor, WI
RMD’s LPA-1 Lead Paint Inspection System Certification
Metra Safety
XRF Lead Paint Inspection System Certificate
OSHA 10-Hour Construction Safety Certificate
OSHA 30-Hour Construction Safety Certificate

Relevant Experience

Rail

Chicago Transit Authority (CTA), Various Projects - Chicago, IL

Building Inspector, Project Manager, Air Sampling Professional

Responsibilities included collection of samples prior to abatement as well as on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling at the completion of each phase of each project.

Metra, Passenger Station and Electrical Substation Renovations - Chicago, IL

Building Inspector, Project Manager

Managed and conducted the survey for lead-based paint (LBP) in preparation for the renovation of eleven (11) Metra substations and various Metra passenger stations throughout the city of Chicago and vicinity. Assisted in the preparation of the remediation design documents.

Buildings

Advocate, Advocate Health Care, Illinois Masonic Medical Center – Chicago, IL

Building Inspector, Project Manager, Air Sampling Professional

Coordinated, managed, and conducted the survey for asbestos-containing materials (ACMs) and hazardous materials in preparation for the multi-phase interior renovation/demolition throughout the IMMC campus in Chicago. Completed the hazardous materials survey report, specifications, and design documents. Also provided management, oversight, and support to onsite technical staff for the environmental remediation throughout the campus.

Advocate, Advocate Health Care, Good Samaritan Hospital - Downers Grove, IL

Building Inspector, Project Manager

Coordinated, managed, and conducted the survey for asbestos-containing material (ACM) and other hazardous building materials in preparation for the multi-phase interior renovation/demolition throughout the Good Samaritan Hospital campus in Downers Grove. Completed the hazardous materials survey report, specifications, and design documents. Also provided management, oversight, and support to onsite technical staff for the environmental remediation throughout the campus.

Chicago Public Schools (CPS), Three-year Asbestos Re-inspection - Chicago, IL

Project Manager

Project Principal for AHERA asbestos bulk surveys for three-year re-inspections. The project involved asbestos assessment, sampling, and management planning for over 300 public schools throughout the City of Chicago.

Chicago Public Schools (CPS), Various Projects - Chicago, IL

Building Inspector, Project Manager, Air Sampling Professional

Mr. Avila supervised environmental remediation projects for over 300 schools within the CPS system. Responsibilities included managing asbestos-containing building materials and lead-based paint surveys throughout several CPS school buildings and facilities which involved boiler upgrades, ADA Compliance Upgrades, major capital renovations, roof replacements, and window/door replacements. Conducted lead paint assessments including XRF inspections and paint chip sampling and provided oversight of lead mitigation activities to address LBP issues in compliance with the IDPH and OSHA regulations. Oversight of abatement included visual inspections during renovation activities, collection of lead clearance wipes, and completing reports at the end of projects. Air quality monitoring and clearance sampling were performed as per the regulatory requirements. Additional responsibilities included attending meetings with design/management teams, reviewing architects' drawings, conducting site visits, and collecting samples and specifications to be included in bid documents.

Chicago Housing Authority (CHA), Various Projects - Chicago, IL

Building Inspector, Project Manager, Air Sampling Professional

Responsibilities included the collection of samples prior to abatement, as well as on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling at the completion of each phase during the multi-floor projects.

Gary Housing Authority (GHA) - Gary, IN

Building Inspector, Project Manager, Air Sampling Professional

Responsibilities included the collection of samples prior to abatement, as well as on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling at the completion of each phase during the multi-floor projects.

University of Illinois at Urbana-Champaign (UIUC), Saunders, Babcock, Carr, and Blaisdell Halls - Urbana-Champaign, IL

Building Inspector, Project Manager, Air Sampling Professional

Managed and conducted the survey for asbestos-containing materials (ACMs) in preparation for the renovation of the multi-user restroom facilities on each floor of Babcock, Saunders, Carr, and Blaisdell Halls. Completed the hazardous materials survey report and specifications and assisted in the preparation of the remediation design documents. Also provided management, survey, and oversight of onsite technical staff for the environmental remediation.

Department of Veterans Affairs (VA) Hospitals - Various Locations, IL

Lead Inspector

Responsibilities included the collection of samples prior to abatement as well as on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling at the completion of each phase of each project.

Northwestern Memorial Healthcare, Various Projects – Various Locations, IL

Building Inspector, Project Manager, Air Sampling Professional

Mr. Avila supervised environmental remediation projects for over 5 building facilities within the Northwestern Memorial Healthcare system. Responsibilities included managing asbestos-containing building materials and lead-based paint surveys throughout several buildings and facilities which involved boiler upgrades, ADA Compliance Upgrades & major capital renovations. Conducted lead paint assessments including XRF inspections and paint chip sampling and provided oversight of lead mitigation activities to address LBP issues in compliance with the IDPH and OSHA regulations. Oversight of abatement included visual inspections during renovation activities, collection of lead clearance wipes, and completing reports at the end of projects. Air quality monitoring and clearance sampling were performed as per the regulatory requirements. Additional responsibilities included attending meetings with design/management teams, reviewing architects' drawings, conducting site visits, and collecting samples and specifications to be included in bid documents.

Cook County Health, Hecteon, Durand, Administration, Forest Park & Provident Hospital – Cook County, IL

Building Inspector, Project Manager

Coordinated, managed, and conducted the survey for asbestos-containing material (ACM) and other hazardous building materials in preparation for the interior & exterior for renovation/demolition throughout the Cook County Health system. Completed the hazardous materials survey report, specifications, and design documents. Also provided management, oversight, and support to onsite technical staff for the environmental remediation throughout the campus.



525-535 West Jefferson Street • Springfield, Illinois

DAVID AVILA
 2942 W VAN BUREN ST
 CHICAGO, IL 60612

4/19/2023



**ASBESTOS
 PROFESSIONAL
 LICENSE**

ID NUMBER
100 - 11093

ISSUED
4/19/2023

EXPIRES
05/15/2024

DAVID AVILA
 2942 W VAN BUREN ST
 CHICAGO, IL 60612

Environmental Health



ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11093

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

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

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Back of License

<p>ASBESTOS PROFESSIONAL LICENSE</p>			<p>ENDORSEMENTS</p> <p>INSPECTOR</p> <p>PROJECT MANAGER</p> <p>AIR SAMPLING PROFESSIONAL</p> <p>Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.</p>	<p>TC EXPIRES</p> <p>9/9/2023</p> <p>9/10/2023</p>
<p>ID NUMBER 100 - 11093</p> <p>DAVID AVILA 2942 W VAN BUREN ST CHICAGO, IL 60612</p> <p>Environmental Health</p>	<p>ISSUED 4/19/2023</p>	<p>EXPIRES 05/15/2024</p>		

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

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
 EMAIL Address: dph.asbestos@illinois.gov

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1/6/2023

LICENSE NUMBER: 012841
David Avila
2942 W. VanBuren Street
Chicago, IL 60612

LICENSE APPROVED

IDPH recently received and reviewed your application for lead licensure. Your qualifications have been reviewed and found that you meet the requirements set forth by the Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete. Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

IDPH has updated its 7 – Day Notice of Commencement effective immediately. The revised document can be identified by its 9/16 revision date on the bottom left corner. Please discontinue using the old form and begin using the new form as soon as possible. The revised form is located in the same web address that the old form was located (<http://www.dph.illinois.gov/sites/default/files/forms/7-day-notice-leadabatement-mitigation-project-091916.pdf>).

LEAD ID	ISSUED	EXPIRES
012841	1/6/2023	1/31/2024

David Avila
2942 W. VanBuren Street
Chicago, IL 60612

ILLINOIS LEAD PROGRAM
Environmental Health

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Kyle Boyd



Kyle Boyd, MS, CHMM Senior Project Manager



Mr. Boyd is a board-Certified Hazardous Material Manager (CHMM), has a master’s in science with a focus in environmental health, and has eleven years of experience in leading the delivery of various industrial hygiene and occupational health services. His expertise lies in performing occupation health and compliance evaluations, Job hazard analysis, identifying and quantifying occupant exposures, delivering comprehensive design manuals for future planning/ development/ ongoing construction projects public and private, and implementation of engineering and administrative controls in industrial and commercial settings, managing and maintaining projects through the private and commercial sectors. Mr. Boyd has excellent communication and organization skills allowing him to deliver success and meet all his client’s needs.

Education

Master of Science, Environmental Health - 2015
University of Saint Francis, Fort Wayne, IN

Bachelor of Science, Environmental Science - 2011
University of Saint Francis, Fort Wayne, IN

Experience

11 Years
Joined SPC in 2016 (8)

Areas of Expertise

Occupational Health & Exposure Evaluations; Air Quality Assessments; Mold & Moisture Assessments; Water Quality Analysis; LEED Certification; Hazardous Material Assessments (ACM, LBP, Etc.); Construction Project Manual Design & Development; OSHA/NIOSH/ACGIH/ EPA Compliance; Job Hazard Analysis; Project Management & Communication

Licenses, Registrations & Certifications

Certified Hazardous Materials Manager (CHMM)
Licensed Lead Risk Assessor
Licensed Asbestos Inspector & Supervisor (2016)
OSHA 30-Hour Construction Safety Certificate
OSHA 10-Hour Construction Safety Certificate
Certified Confined Space Monitor
Certified Mold Building Inspector
Crystalline Silica Hazard Awareness Certificate

Specialized Training

Intro to Mold Investigation and Remediation
Instrument Operator Training
Asbestos Inspector & Supervisor
Managing Infection Prevention During the-
Construction & Operation of Health Care Facilities
Air Sampling Professional (NIOSH 582)

**Cook County, Various Campus Environmental Assessments, - Oak Forest, IL Forest Park, IL & Chicago, IL
*Industrial Hygiene, Program Manager***

Mr. Boyd was responsible for the operational success of the site demolition plan for the upcoming cook county health department locations: Oak Forest Health Campus, Hekteon Building, Durand Building, Polk Administration Building (Stroger Hospital), Logan Square Health Clinic, CDPH Forest Park, and Provident Hospital. Kyle managed individual project teams at each campus concurrently, while meeting weekly with board members and key personnel to develop the site demolition plans, budgets, and schedules. Kyle was responsible for maintaining all weekly project campus notes, all environmental project documents per campus, and was a crucial part of the bidding process. Kyle managed the field teams conducting the hazardous materials inspections, as well as the Phase I and Phase II investigations. Kyle would develop job hazard analysis

and sampling plans prior to conducting onsite activities. Kyle communicated analytical findings on a weekly basis to key decision-makers.

Chicago Public Schools (CPS), Capital Soil Development & Designs, Various Schools Phase I & Phase II Site Assessment - Chicago, IL

Industrial Hygiene, Program Manager

Kyle managed the CPS soil design and development program for regions 1 & 2. He was responsible for developing plans and managing teams performing Phase I and Phase II site assessment due diligence investigations for upcoming site renovations including but not limited to (playgrounds, new construction, artificial turf fields, etc.). Kyle was responsible for the development of the soil construction plans that were used for bidding and construction purposes. He maintained all submittal and specification documents required for the success of each project and worked with key personnel on each team to help develop the project schedules and budgets. Kyle communicated with procurement departments, project team members, and potential bidders while he managed the project throughout the process of construction.

Chicago Public School (CPS), Capital Improvement, Various Schools Hazardous Materials Building Assessment & Renovation and /or Demolition Design Development - Chicago, IL

Industrial Hygiene Sr, Project Manager

Kyle has led a capital improvement project in over 200 CPS buildings. Kyle worked with key personnel while developing the scope of work for the upcoming renovation or demolition of a CPS building (classrooms, office spaces, mechanical spaces, etc.). Kyle led teams of 2-5 people who would perform limited surveys which detected any identified environmental items (asbestos, lead-based paint, mercury, PCBs, etc.) that would be impacted or removed prior to the renovation/demolition activities. Kyle would perform the oversight of the environmental work, while also collecting the clearance samples.

Forest Preserve Department of Cook County, Northwestern Various Properties Demolition, Asbestos Building Assessment & Demolition Design Development – Various Northwest properties, IL

Industrial Hygiene Sr, Project Manager

Kyle led a project that focused on identifying and quantifying asbestos-containing materials. This survey occurred prior to the upcoming demolition of forest preserve buildings: Beverly Lake Residence (Hoffman Estates), Crabtree Residence (Barrington), Deer Grove Starter Building (Palatine), Penny Road Residence (Barrington), and Schaumburg Residence (Streamwood) in northwest Illinois. Kyle was responsible for assessing and quantifying any material with the potential to be asbestos-containing that would be impacted or require removal prior to demolition activities. Kyle worked with key personnel in order to create designs for the upcoming removal of the identified environmental items, as well as advising with schedules, budgets, bid documents, notifications, and regulations, prior and during the full demolition. After the demolition was complete a final report was completed and issued to the client within 60 working days of completion.

Forest Preserve Department of Cook County, Eugene Pike House, Indoor Air Quality Assessment & Mold Moisture Survey - Chicago, IL

Industrial Hygiene Sr, Project Manager

Kyle led a project that focused on conducting an indoor air quality assessment as well as an investigation of mold/moisture survey at the Eugene Pike House in Chicago. The survey was completed prior to a

community meeting being held inside. Responsibilities included performing visual and technical inspections, which consisted of collecting air and surface samples, identifying possible mold or fungal exposures, and recommending remediation practices. A Final report was issued to the client with all applicable recommendations.

Forest Preserve Department of Cook County, Hazardous Materials Building Assessment & Renovation Design Development – Chicago, IL

Industrial Hygiene Sr, Project Manager

Kyle led projects that focused on the hazardous materials building assessment which occurred prior to the upcoming renovation of:

- Caldwell Warming-Wellness building
- Indian Boundary Land Management Headquarters
- Crabtree Nature Center
- Salt Creek Resource Center
- Central Compound Various Buildings
- General Headquarters
- North Branch Division Land Management Headquarters
- Skokie Resource Management

Kyle was responsible for assessing for asbestos-containing materials (ACM), and lead-based paint (LBP) that would be impacted or removed during renovation activities. Kyle worked with key personnel in order to create designs for the upcoming removal of the identified environmental items, as well as advising with schedules, budgets, bid documents, notifications, and regulations, prior to and during the renovations. Final reporting was issued to the client and applicable agencies.

Forest Preserve Department of Cook County, 328, 330,331 Old Sutton Rd, Phase I Report & Asbestos Assessment – Barrington, IL

Industrial Hygiene Sr, Project Manager

Kyle led a project that focused on phase I environmental site assessment (ESA), as well as an asbestos inspection, which occurred prior to the purchase of the properties. Kyle was responsible for assessing for asbestos-containing materials (ACM), and managing a team conducting the phase I historical due diligence search. Kyle worked with key personnel in order to schedule all site activities and all applicable historical information. Final reporting was issued to the client, as well as recommendations for follow-up surveys.

SET Environmental, Forest Preserve Department of Cook County-General Headquarters, Indoor Air Quality Assessment & Mold Moisture Survey – River Forest, IL

Industrial Hygiene Sr, Project Manager

Kyle led a project that focused on conducting an indoor air quality assessment as well as an investigation of mold/moisture survey of the basement and 1st-floor offices of the Forest Preserve Department of Cook County Headquarters. The survey was completed after a water leak was reported in the building. Responsibilities included performing visual and technical inspections, as well as analyzing collected results, identifying possible mold or fungal exposures, and recommending remediation practices.



THIS CERTIFIES THAT

KYLE R. BOYD

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

**CERTIFIED HAZARDOUS MATERIALS MANAGER®
CHMM®**

February 25, 2021
DATE OF CERTIFICATION

27670
CREDENTIAL NUMBER

February 28, 2026
CERTIFICATION EXPIRES


EUGENE A. GUILFORD, JR.
EXECUTIVE DIRECTOR



VALID SO LONG AS THIS CREDENTIAL IS RENEWED ACCORDING TO SCHEDULE AND IS NOT OTHERWISE REVOKED.
CN_PBC_JLB_SpecialtyConsulting_PS3081G_EnviroRenoDemoSvcs_20240101



43

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





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ID NUMBER **ISSUED** **EXPIRES**
100 - 19887 **4/19/2023** **05/15/2024**

KYLE R BOYD
 2942 W VAN BUREN ST
 CHICAGO, IL 60612
 Environmental Health



KYLE R BOYD
 2942 W VAN BUREN ST
 CHICAGO, IL 60612

4/19/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19887

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Back of License

			<p>ASBESTOS PROFESSIONAL LICENSE</p>		<p>ENDORSEMENTS</p>	<p>TC EXPIRES</p>
<p>ID NUMBER 100 - 19887</p>	<p>ISSUED 4/19/2023</p>	<p>EXPIRES 05/15/2024</p>	<p>INSPECTOR</p>		<p>1/28/2024</p>	
<p>KYLE R BOYD 2942 W VAN BUREN ST CHICAGO, IL 60612 Environmental Health</p>				<p>PROJECT MANAGER AIR SAMPLING PROFESSIONAL</p>	<p>1/21/2024</p>	
<p>Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.</p>						

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

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
 EMAIL Address: dph.asbestos@illinois.gov

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12/23/2022

LICENSE NUMBER: 1001913

Kyle R Boyd
2942 W. VanBuren Street
Chicago, IL 60612

LICENSE APPROVED

IDPH recently received and reviewed your application for lead licensure. Your qualifications have been reviewed and found that you meet the requirements set forth by the Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete. Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

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Jeffin Chakkalakeel



Jeffin Chakkalakel, Field Documentation Technician



Mr. Chakkalakel has five years of professional experience providing hazardous building material assessment and abatement management services. His responsibilities include planning and implementation of building surveys, abatement contractor oversight, contract document review, and technical reporting. Chakkalakel has experience in working in occupied buildings such as schools and hospital.

Education

Bachelor of Science, Business - 2019
DeVry University
Addison, IL

Experience

Total of 5 years
Joined SPC in 2018

Areas of Expertise

Data Management
General Management

Licenses, Registrations & Certifications

IDPH Licensed Lead Inspector
IDPH Licensed Asbestos Professional
Certified Asbestos Inspector
Certified Asbestos Project Manager
OSHA 10-Hour Certification
OSHA 10-Hour Outreach Training Program -
Construction

Relevant Experience

Chicago Public Schools (CPS), Various Projects - Chicago, IL

Building Inspector

Mr. Chakkalakel supervised environmental remediation projects for over 300 schools within the CPS system. Responsibilities included managing asbestos-containing building materials and lead-based paint surveys throughout several CPS school buildings and facilities which involved boiler upgrades, ADA Compliance Upgrades, major capital renovations, roof replacements, and window/door replacements. Conducted lead paint assessments including XRF inspections and paint chip sampling and provided oversight of lead mitigation activities to address LBP issues in compliance with the IDPH and OSHA regulations. Additional responsibilities included attending meetings with design/management teams, reviewing architects' drawings, conducting site visits, and collecting samples and specifications to be included in bid documents.

Cook County Health, Oak Forest Health Care – Cook County, IL

Building Inspector, Project Manager

Coordinated, managed, and conducted the survey for asbestos-containing material (ACM) and other hazardous building materials in preparation for the interior & exterior for renovation/demolition throughout the Cook County Health system. Completed the hazardous materials survey report, specifications, and design documents. Also provided management, oversight, and support to onsite technical staff for the environmental remediation throughout the campus.

Northern Pipeline Construction (NPL), Nicor Project - Naperville, IL

Field Documentation Technician

Performed visual inspections and physical measurements in relation to the requirements of the NPL Construction Project; performed data collection and entry to ensure accurate and efficient retrieval of field installation data; entered, revised, and generated reports relevant to field measurements, numerical data, or any other field data; performed routine maintenance tasks related to hardware/software or files as necessary. Other responsibilities include review and resolution of discrepancies in data, respond to requests, advise of NPL staff of issues related to recorded data, and performed data verification processes. Also interacted with designated NPL staff on matters affecting data quality, accuracy, and consistency; offered recommendations for improvement to ensure standards in data entry, collection, and retrieval.



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12/23/2022

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Jeffin J Chakkalakel
2942 W Van Buren St
Chicago, IL 60612

LICENSE APPROVED

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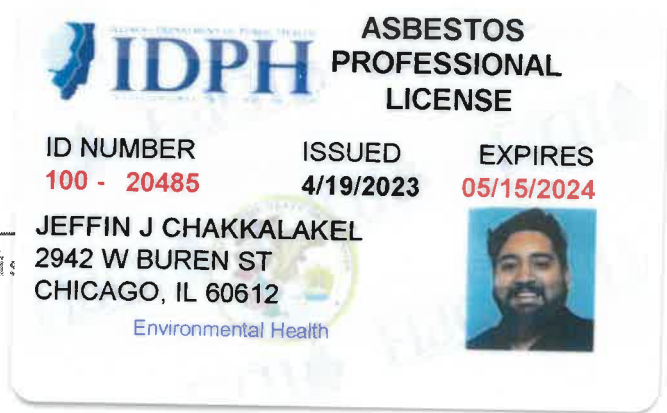
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JEFFIN J CHAKKALAKEL
 2942 W BUREN ST
 CHICAGO, IL 60612

4/19/2023





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ASBESTOS PROFESSIONAL LICENSE			ENDORSEMENTS	TC EXPIRES
 ILLINOIS DEPARTMENT OF PUBLIC HEALTH ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 100 - 20485 ISSUED: 4/19/2023 EXPIRES: 05/15/2024 JEFFIN J CHAKKALAKEL 2942 W BUREN ST CHICAGO, IL 60612 Environmental Health		INSPECTOR PROJECT MANAGER	1/28/2024 1/21/2024	
<p>Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.</p>				

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

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EMAIL Address: dph.asbestos@illinois.gov

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Jorge Duran



Jorge Duran, AutoCAD Designer



Mr. Duran has 10 years of experience in Engineering and Architecture AutoCAD drafting work. He is skilled in setting up backgrounds, schedules, and project details, labeling and checking the accuracy of final work drawings, and matching GSG-generated drawings with contract specifications. In addition, he has provided support to engineers, designers, scientists, and project managers. Under the direction of GSG’s principals, he has also worked on special projects requiring business development and graphic design skills.

Education

Associate of Applied Science, Drafting & Design
Tech - 2004
Harold Washington College
Chicago, IL

Certificate in Mechanical Drafting
Moraine Valley College
Palos Hills, IL

Experience

20 Years
Joined GSG in 2006

Expertise and Specialized Training

Program Management
Capital Development Programs

Relevant Experience

Illinois Department of Transportation (IDOT), Circle Interchange Construction Air Monitoring - Chicago, IL
Air Sampling Professional

Mr. Duran conducted ambient air monitoring for the Circle Interchange Reconstruction Program in Chicago, IL. Responsibilities included operating and maintaining Particulate sampling machines at two different locations. Monitored for PM2.5 and PM10 particulate. He also set up and collected samples, retrieved data findings, and developed monthly reports based on field PM2.5 and PM10 data.

General Services Administration - Various Locations

AutoCAD Designer

Responsibilities for GSA projects included reviewing and setting up drawings for the client, and correctly labeling and checking the accuracy of final drawings for consistency with available information and contract specifications.

Licenses, Registrations & Certifications

OSHA 10-Hour Construction Safety Certificate
OSHA 30-Hour Construction Safety Certificate
Certified Lead Inspector - #0709LI04, IL
Air Sampling Professional (ASP), Illinois, (IDPH)
NIOSH 582 Airborne Dust Certificate
XRF Lead Paint Inspection System Certificate
Asbestos Inspector Initial

Specialized Training

Contractor / Supervisor
Metra Safety

Mr. Duran worked closely with engineers and project managers addressing client comments and revising drawings as the project evolved. GSA work included the following projects and locations:

- Ford Federal Building - Grand Rapids, MI
- Potter Stewart Courthouse - Cincinnati, OH
- Akron Fob & Federal Courthouse - Akron, OH
- Detroit Federal Courthouse - Detroit, MI
- Kalamazoo Federal Building - Kalamazoo, MI

City Colleges of Chicago (CCC), Malcolm X College - Chicago, IL

Inspector/AutoCAD Designer

Mr. Duran performed inspection work to identify the location and quantity of asbestos-containing material, lead-based paint, and other hazardous materials that may have been disturbed during the planned demolition of Malcolm X College. Responsibilities included building survey work, report preparation, and environmental specification development. Mr. Duran planned the demolition of Malcolm X College. He also coordinated with the Certified Industrial Hygienist (CIH) to develop and design CAD drawings for asbestos building materials and the remediation process.

Capital Development Board (CDB), State of Illinois – Chicago and De Kalb, IL

AutoCAD Designer

Mr. Duran updated contract drawings/specifications, master schedules, and project details. Worked closely with the senior project manager to modify drawings as the project evolved in preparation for building upgrades, labeled and checked final drawings before submitting to the client, and transferred environmental findings to drawings for the proper remediation of hazardous materials. Upon completion of the hazardous environmental survey, Mr. Duran provided abatement project design drawings to abate and mitigate environmental hazards that may have been impacted during a planned, multi-million-dollar demolition/renovation. The CDB's Chicago-based projects included the following facilities at the University of Illinois campus:

- Science & Engineering Laboratory
- Art & Design Hall
- Easter Seal Building
- School of Public Health
- Student Services Building

Chicago Public Schools (CPS), Three-Year Asbestos Re-inspections - Chicago, IL

Project Coordinator

Mr. Duran reviewed the previous survey documentation, coordination of asbestos identification, and quantification and sampling. Responsibilities also included report development, database updating, and management planning with recommendations for proper handling of asbestos in over 300 public schools throughout the city of Chicago.

Chicago Public Schools (CPS) - Chicago, IL

AutoCAD Designer

Measured floor dimensions, prepared preliminary drawings, and checked the final drawings for consistency with site information and contract specifications. Revised drawings as the work progressed and provided an ongoing

support system for engineers and project managers. Completed electronic transmission of files and checked/printed final drawings. Mr. Duran has worked on the following CPS projects:

- Langston Hughes School
- Potter Stewart School
- Mark T. Skinner School
- Morse School

Chicago Housing Authority (CHA) - Chicago, IL

AutoCAD Designer

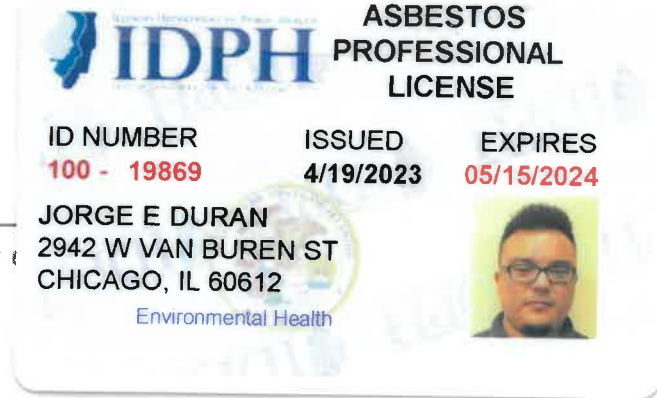
Mr. Duran conducted on-site measurements of area dimensions and conducted field visits prior to demolition/renovation activities. He reviewed and set up drawings for the client, correctly labeling and checking the accuracy of final drawings for consistency with available information and contract specifications, working closely with GSG's project managers, addressing the client's comments, and revising drawings as the project evolved. The CHA projects included Altgeld Gardens, Dearborn Homes, Pomeroy Apartments, and Kenmore Apartments.



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JORGE E DURAN
 2942 W VAN BUREN ST
 CHICAGO, IL 60612

4/19/2023



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Francisco Gaytan



Francisco Gaytan, Billing Administrator



Mr. Gaytan performs multi-team coordination to achieve business goals. His superior communication and customer service skills facilitate collaboration and participation. Francisco specializes in relationship management in team environments, streamlining processes and procedures, and generating financial blueprints for business goals.

Education

Bachelor of Arts, Communication - 2014
University of Illinois - Champaign
Urbana-Champaign, IL

Experience

10 Years
Joined SPC in 2018

Expertise and Specialized Training

Data Technician
Data Management
General Management

Licenses/Certifications

State of Illinois Notary Public

Relevant Experience

Specialty Consultants, Inc. Chicago, IL, 2018 - Present

Lead Client Billing Administrator

Analyze project reports to properly create invoices and account statements for multiple clients including ComEd, Public Building Commission Chicago, City Colleges of Chicago and the Chicago Housing Authority. Set up cost estimates and generate quarterly revenue reports. Enter data into internet-based software systems to generate reports including Oracle Primavera, e-Builder, B2G and Ajera Deltek. Assist with support documentation for internal auditors. Process delinquent accounts including drafting payment due to letters and lead in the collection process. Maintain accounts receivables files and records.

PNC Bank, Chicago, IL 2014 - 2018

Personal Banker

- Offered and sold financial products and services (i.e. Credit Cards, CDs, Loans) to both consumer and small business customers.
- Calculated low risk transactions.
- Generated financial blueprints for business and personal goals.

- Assisted Branch Manager in setting expectations for branch staff, fostering an environment in which team members work together to achieve all business goals.
- Interfaced with customers and small business clients, to build and deepen relationships by uncovering financial needs, and recommending the best products, services, and solutions to meet those needs.
- Insured the customer's needs were met by partnering with the appropriate specialist.
- Provided exceptional customer experience by receiving full 5-star reviews.
- Managed risk in every service transaction.
- Adhered to policies and procedures.
- Provided 360 coaching including coaching the team to deepen relationships and increase client acquisition.
- Responsible for vault management, ATM, and cash orders.

Michael Holvay



Michael Holvay Senior Project Manager/Environmental Inspector



Mr. Holvay has 27 years of experience in the environmental consulting field specializing in indoor environmental hazards and quality. His responsibilities include hazardous material building inspections, development of abatement specifications, contractor submittal document reviews, project coordination, abatement contractor oversight, and air monitoring. He offers extensive experience responding to emergency conditions in occupied buildings and spaces. Mr. Holvay has provided environmental consulting services for a broad range of clients including the Chicago Public Schools, Public Building Commission of Chicago, Chicago Housing Authority, U.S. Department of Veterans Affairs, Metropolitan Pier and Exposition Authority, Detroit Public Schools, City Colleges of Chicago, and other public and private entities.

Education

Bachelor of Science, Environmental Health - 1995
Illinois State University
Normal, Illinois

Experience

27 Years
Joined the firm in 1995

Areas of Expertise

Asbestos and Lead-Based Paint Inspections and Management
Indoor Environmental Quality Assessment

Licenses, Registrations & Certifications

Licensed Asbestos Building Inspector, IL (1996)
Licensed Asbestos Building Inspector, IN
Licensed Asbestos Building Inspector, MI
Licensed Asbestos Building Inspector, WI
Licensed Asbestos Project Manager, IL (1996)
Licensed Air Sampling Professional, IL (1996)
Licensed Lead Risk Assessor, IL
Licensed Lead Risk Assessor, MI
Renovation, Repair and Painting (RRP) Certified
RMD's LPA-1 Lead Paint System Certified
NIOSH 582 Certified
OSHA 10-Hour Construction Safety Certificate
OSHA 30-Hour Construction Safety Certificate
XRF Lead Paint Inspection System Certificate
OSHA 40-Hour HAZWOPER

Relevant Experience

Chicago Public Schools (CPS), Environmental Program Management Consultant - Chicago, IL

Project Coordinator/Inspector

Performed work on the behalf of the Managing Environmental Consultant for over 300 buildings within the Chicago Public Schools System for 25 years. Served as project coordinator and lead inspector for Asbestos Hazard Emergency Response Act surveys to determine the location, condition, and quantity of suspect asbestos-containing and other hazardous building materials. Responsibilities included architectural document review, building survey work, environmental specification development, project oversight and database updating. Coordinated with planners, architects, design managers, building engineers, and general and environmental remediation contractors. Project types include removal and replacement of roofs, boilers, science labs, pre-Ks, playgrounds, turf fields and many other interior and exterior improvements. Additional duties involved speaking to parents on behalf of CPS regarding the environmental remediation activities taking place at their children's

school. Also, successfully worked with building facility managers and portfolio managers to help identify and correct lead-based paint and asbestos-containing material issues within the District.

Chicago Public Schools (CPS), 2021 City Wide ADA Polling Places

Project Coordinator/Inspector

Coordinated with the CPS Design Team to provide environmental management services for the 2021 City Wide ADA Polling Place Project for 92 Schools during an aggressive design schedule. Tasks included a review of AOR design drawings, on-site inspections, developing environmental specifications and coordination with CPS construction managers. Conducted project oversight during environmental contractor mitigation/remediation activities.

Chicago Public Schools (CPS)/ Public Building Commission Chicago (PBCC), 2015 Summer Window Air Conditioner Project -Chicago, IL

Project Coordinator/Inspector

Coordinated with the PBCC and CPS to provide planning, design, and management services for the CPS 2015 Summer Window Air Conditioning Project. Tasks included a review of individual school asbestos management plan documentation, architectural drawing review, conducting building walkthroughs and inspections with design teams, and developing environmental specifications which included the necessary methods and procedures to manage the environmental disturbances that may have occurred during the contractor on-site work.

Chicago Public Schools (CPS), 3-Year AHERA and 6-Month Surveillance Inspections - Chicago, IL

Project Coordinator/Inspector

Project Coordinator for 3-year re-inspections and six-month surveillances. Responsibilities involve review of previous survey documentation, coordination of asbestos identification, quantification, and sampling. Report development, database updating, and management planning with recommendations for proper handling of asbestos in over 300 public schools throughout the District.

Chicago Public Schools (CPS)/ Public Building Commission (PBCC), 2013 School Investment Program-Chicago, IL

Project Coordinator/Inspector

Coordinated with the PBCC and CPS to manage all the environmental tasks associated with a very aggressive planned renovation project for over 100 CPS buildings in the summer of 2013. Was successful in working with planners, architects, contractors, construction managers, engineers, and school personnel. Goals were met in overseeing a substantial amount of environmental work during the summer while making sure all school buildings were open for the 1st day of school.

AECOM, Big Muddy MGP Site – Murphysboro, IL

Project Manager/Inspector

Performed hazardous materials building survey for multiple structures scheduled to be demolished. Assisted in preparing the survey report, environmental remediation specifications, and bid documents.

Chicago Department of Housing and Economic Development, H-Rail Program - Chicago, IL

Project Coordinator/Inspector

Conduct field inspections at various senior citizen assisted living residences throughout the city of Chicago. Tasks include visual field inspection where housing improvements or American Disability Act upgrades have taken place and the collection of dust wipe samples for lead-based paint analysis at these locations.

Chicago Housing Authority, Cabrini Green Renovation - Chicago, IL

Inspector/Project Manager/Air Sampling Professional

Performed inspection work to identify the location and quantity of asbestos, lead-based paint, mold, polychlorinated biphenyls, and universal waste that may be disturbed during the renovation of the 54 row-house structures. Also, prepared the environmental specifications and conducted contractor over site during environmental remediation activities.

Chicago Housing Authority, Dearborn Homes Reconstruction - Chicago, IL

Inspector/Project Manager/Air Sampling Professional

Performed inspection work to identify the location and quantity of asbestos, lead-based paint, mold, polychlorinated biphenyls, and universal waste that may be disturbed during the renovation of the 16 high-rise structures. Also, prepared the environmental specifications and conducted contractor over site during environmental remediation activities.

City Colleges of Chicago, Malcolm X College - Chicago, IL

Project Manager/Inspector

Mr. Holvay was retained by the City Colleges of Chicago to perform inspection work to identify the location and quantity of asbestos-containing material, lead-based paint, and other hazardous materials that may be disturbed during the planned demolition of Malcolm X College. Responsibilities included building survey work, report preparation, and environmental specification development. Mr. Holvay was also retained by the Public Building Commission of Chicago to conduct project oversight during the abatement activities.

Department of Veterans Affairs, Various VA Medical Centers – Various Locations, IL

Inspector/Project Manager/Air Sampling Professional

Managed a variety of asbestos and lead abatement projects at Jessie Brown V.A., Hines V.A., Lake Side V.A., and North Chicago V.A. medical centers. Responsibilities included building survey work, environmental specification development, air monitoring, and contractor oversight during asbestos and lead abatement activities. Successfully prevented airborne contamination from regulated work areas to the public areas.

Detroit Public Schools (DPS), Environmental Consulting Services - Detroit, MI

Project Manager/Inspector

Performed work as the Environmental Consultant for over 100 buildings within the Detroit Public Schools System. Responsibilities included building survey work, environmental specification development, and project oversight. Coordinated with DPS management and ensured the abatement contractors were following federal, state, and local regulations during asbestos abatement.

Draper and Kramer, Inc., Lake Meadows Professional Building – Chicago, IL

Project Manager/Inspector

Performed a hazardous material building survey and prepared the environmental specifications. Conducted project oversight management during the remediation activities. The project was successful in removing virtually all asbestos and other hazardous materials prior to new tenant occupancy.

Forest Preserve Department of Cook County, 328, 330,331 Old Sutton Rd, Phase I Report & Asbestos Assessment – Barrington, IL

Industrial Hygiene Sr, Project Manager

I led a project that focused on the phase I environmental site assessment (ESA), as well as an asbestos inspection, which occurred prior to purchase of the properties. I was responsible for assessing for asbestos-containing materials (ACM), and managing a team conducting the phase I historical due diligence search. I worked with key personnel in order to schedule all site activities, and all applicable historical information. Final reporting was issued to the client, as well as recommendations for follow up surveys.

ERA Valdivia Contractors (EVC), Inc., Stickney Water Reclamation Plant - Stickney, IL

Inspector/Project Manager/Air Sampling Professional

Mr. Holvay was retained by the Water Reclamation District of Greater Chicago to conduct Lead-based paint inspection work on various pieces of large equipment prior to sandblasting activities. Conducted full-time contractor oversight during the abatement of LBP at many locations within the plant.

Metropolitan Pier Exposition Authority, McCormick Place Lakeside Center - Chicago, IL

Inspector/Project Manager/Air Sampling Professional

Project Manager during the planned renovation work at the McCormick Place – Lakeside Center. Responsibilities included building survey of hazardous building materials, report writing, specification development, project oversight including air monitoring during asbestos abatement activities. Successfully prevented airborne contamination from the regulated work areas to the non-work areas while keeping the complex open for business to the public.

Nagle Hartray | Architecture, Cook County Building, Recorder of Deeds, Leakage - Chicago, IL

Project Coordinator/Inspector

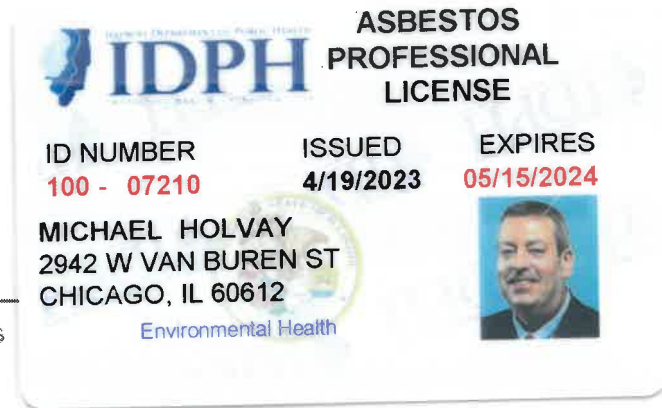
Retained by Nagle Hartray | Architecture to conduct a hazardous material building survey in the basement and 1st-floor levels of the CCRD building in Chicago, IL. Coordinated with building security for access to restricted areas. Conducted lead-based paint and asbestos-containing materials survey work at proposed renovation areas. Provided detailed survey reports and developed environmental specifications identifying lead-based paint and asbestos issues.



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MICHAEL HOLVAY
 2942 W VAN BUREN ST
 CHICAGO, IL 60612

4/19/2023





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<p>MICHAEL HOLVAY 2942 W VAN BUREN ST CHICAGO, IL 60612 Environmental Health</p> 			<p>PROJECT MANAGER AIR SAMPLING PROFESSIONAL</p>	<p>1/21/2024</p>
<p>Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.</p>				

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Chicago, IL 60612

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LEAD ID	ISSUED	EXPIRES
005044	12/23/2022	1/31/2024

Michael Holvay
2942 W VanBuren Street
Chicago, IL 60612

ILLINOIS LEAD PROGRAM
Environmental Health

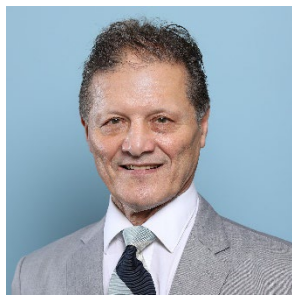
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Nicholas Peneff



Nicholas Peneff, DrPH, CIH, CSP, Senior Industrial Hygienist



Dr. Peneff is both a Board-Certified Industrial Hygienist and a Board-Certified Safety Professional and is also a Doctor of Public Health. His 30 years of experience includes performing and overseeing hundreds of projects involving indoor air quality, asbestos, lead-based paint, mold, bacteria, noise, ambient air quality, silica, diesel exhaust, radon, mercury, drinking water quality, building ventilation, contaminant exposure monitoring as well as performing OSHA training, safety audits, environmental assessments, and abatement designs. His experience includes working with both public and private clients as well as regulatory and legal authorities. His practice focuses on the assessment

of worker safety, personal protection, and impacts due to construction activities as well as the development of administrative and engineering controls to eliminate unsafe working conditions and unacceptable public health and environmental impacts.

Education

Doctor of Public Health
Health Resources Management Occupational & Environmental Sciences 1986 University of Illinois School of Public Health Chicago, IL

Bachelor of Arts Chemistry
Knox College, Galesburg, IL

Experience

Total 30

Expertise and Specialized Training

Asbestos and Lead-Based Paint Program Management
Indoor Environmental Quality Assessment
Microbiological Investigations
Healthy Buildings Software Development
Emergency Preparedness and Response
OSHA Compliance/ Occupational Safety
Construction/Community Air Quality Monitoring
Healthy Homes Programming- Agencies

Relevant Experience

Buildings

Rockford Public Schools Consultant – Rockford, IL
Industrial Hygiene Technical Lead

Dr. Peneff worked on an exclusive and effective basis over a ten-year period as a member of a hazard control team including an architect, an engineer, and a facility manager to effect

Construction Safety Audits
Hazardous Materials Training
Legionnaire’s Disease Investigations-CDC
Construction Safety Training
Pandemic Flu Planning- Health Department
Analytical Laboratory- Atomic Absorption
Catastrophic Regional Planning- DHS
First Responder Training- Mold: CTA, CDPH

Licenses, Registrations & Certifications

Board Certified Industrial Hygienist (CIH)
Board Certified Safety Professional (CSP)
Licensed Asbestos Project Designer
IDPH Licensed Asbestos Project Manager
IDPH Licensed Asbestos Mgmt. Planner
IDPH Licensed Asbestos Building Inspector
IDPH Licensed Air Sampling Professional
IDPH Licensed Lead Risk Assessor
IDPH Accredited Training for Above Disciplines
OSHA General Industry 10-Hour Certificate
Healthy Homes Practitioner

multidisciplinary environmental collaboration to a host of ongoing and emerging environmental hazard issues for recognition, evaluation, and control with feedback systems for effectiveness compliance and economy of control specifications.

Chicago Housing Authority (CHA), and HUD HQ - Environmental Consultants - Chicago, IL

Industrial Hygiene Technical Lead

Dr. Peneff provided training for the incipient in-house asbestos abatement program at CHA and oversaw work at the now-demolished Ida B Wells facility via a pilot project spearheaded by Waste Management Inc. HUD-subsidized housing managed by Related, Habitat, and Metroplex were provided asbestos, lead-paint, and mold consulting services in line with federal standards and locally coordinated property manager. The most ambitious of these projects was the Big Buy program through Federal Occupational Health and HUD directly for baseline environmental programming standards for environmental inspection, hazard response, and risk reporting.

City of Chicago, Soldier Field, Environmental Consultants - Chicago, IL

Industrial Hygiene Technical Lead

Dr. Peneff served acted as the asbestos project designer of record for the Soldier's Field Renovation in Chicago, a project which won the 2004 Building Team of the Year Grand Award by Building Design and Construction Magazine.

Gary School – Chicago Public Schools, Chicago, IL

Lead Risk Assessment, Design, and Community Relations

As a lead-paint risk assessor and the select supervisor of a University pro bono community service team, Dr. Peneff engaged in risk communication negotiations with community leaders and worked with CPS facility managers to stage needed lead abatement services only after capital budget planning could assure roof and other capital building envelope projects would be completed first, and so protect the work product from ongoing hazard generation from continued moisture incursion.

Harlem School District Elementary School Mercury Spill Clean-up – Loves Park, IL

Technical Lead

Dr. Peneff Directed emergency response following a school closing due to mercury spill in a science lab. Hazard survey results provided assurance that the spill was limited to a plumbing drain, allowing a focused clean-up and a confident return to student occupancy of the science lab. Preventive measures resulted in the replacement and recycling of all other mercury thermometers in the school district student laboratories and nursing offices in accordance with IDPH guidance with proper disposal.

University of Chicago Department of Dermatology, Chicago,

Project Manager/ Technical Lead

Dr. Peneff approached the incidence of small mold incursions in the Department of Dermatology with respect to the susceptible nature of patients with allergies and other existing medical conditions. An indoor air quality program was devised in the absence of ducted HVAC systems which allowed the University to accommodate the medical disability conditions of many of its visiting patients. Human Relations representatives were also included in consultations both so that input from staff could be solicited for the program, but also so that staff comfort and productivity would become part of the mission of the indoor air quality program plan.

HUD Round II Lead Abatement Projects -Department of Community Development, Kankakee, IL
Project Planner, Manager and Trainer

Dr. Peneff coordinated a winning collaboration with municipal grants writers in a very poor community to provide upfront costs for pollution control insurance and lead abatement training to staff local crews, an effort which survived to serve childhood lead poisoning prevention programs in the local county program for years following.

US Army Corps of Engineers Project Metro South Alternate CoVID-19 Medical Care Facility Renovation
Project Manager/Technical Lead

Dr. Peneff assisted in the emergency transformation of a recently closed hospital facility to prepare extra beds in response to rising CoVID-19 cases in Chicago and Cook County. Several days of planning in construction were saved by an asbestos floor tile approach that permitted the safe removal of carpeting inpatient rooms without the risk of damage requiring costly and delaying asbestos abatement contract procurement.

O’Hare Airport Expansion – Historical Caisson Demolition with Asbestos Abatement, Chicago, IL
Project Manager/safety Consultant

Dr. Peneff prepared emergency plans for asbestos inspection and abatement focused on the workers’ safety risks of entering underground confined-space tunnels with suspect atmospheric, flash-flooding, and structural hazards. The project aims were shifted to accommodate and mitigate potentially catastrophic safety hazards, and the abatement work was designed so that it could take place in the open air due to site preparations needed for rescue planning.

Rail

Metra Stations’ Industrial Hygiene in Maintenance Abatement Services – Chicago Region, IL
Project Manager/Technical Lead

Provided industrial hygiene services for maintenance activities and tenant buildouts in complex utility systems managed and leased by Metra. Ongoing concerns included the identification of hazardous building materials and indoor air quality with real-time ventilation system testing and the collection of representative bulk samples for asbestos by Polarized Light Microscopy.

Chicago Transit Authority (CTA), Red Line Stations Lead Abatement/Mitigation General Contractor - Chicago, IL (2012 - 2013)

Project Manager/Technical Lead

Dr. Peneff directed lead-based paint (LBP) abatement monitoring activities during lead abatement/mitigation activities at several Chicago Transit Authority Red Line stations between Chinatown and 95th Street including industrial hygiene and worker protection planning and ultimately successful defense in the face of OSHA citations levied against the general contractor. Dr. Peneff reviewed contractor’s process plans, provided onsite inspections of the containment, and developed an air quality monitoring program meeting in compliance with environmental (EPA, IDPH, and OSHA) regulations and project specifications.

Chicago Transit Authority Substation Infrastructure Renovations, Chicago, IL

Project Manager/Technical Lead

Dr. Peneff supported contractor compliance for lead and asbestos abatement pursuant to the

monumental long-term rebuilding of electrical and structural infrastructure in Princeton, State Street and Lake Street substations.

Water

Chicago Department of Water Management, Jardine Water Purification Plant - Chicago, IL

Asbestos Abatement Project Design and Emergency Action Planner

Dr. Peneff established an emergency evacuation planning program for an asbestos abatement project underground to face the potential hazard of a sudden chlorine gas release in a confined space area. The plan included evacuation drills requiring training in the use of emergency-supplied-air respirator canisters good only for a five-minute escape. Workers were instructed to walk, not run, because if they were injured in a fall, help may not be available.

E.F. Dunne Crib, Water Treatment Plant, Department of Water, City of Chicago, IL

Technical Lead

Dr. Peneff designed and provided training for emergency action planning for lead abatement contractor's crew members, most of which had no experience in safeguards against the special hazards of loading a work barge and commuting to the project site and working offshore. Contingency planning included modifying the scope of work for the transport vessel to

FEMA Disaster Response – Onsite Legionnaires' Disease Investigations – Hato Rey, Puerto Rico

Project Manager/Technical Lead

Dr. Peneff summoned CDC disease investigators regarding two Legionella fatalities as part of a FEMA employee hurricane disaster management cadre. Although microbial contamination was found in an air-handling unit plumbing drain, new countermeasures were allowed the thousands of emergency workers to remain safely in a high-rise facility where they were most needed.

Exposure Monitoring - Manufacturing Clients, IL

Project Manager/Technical Lead

Dr. Peneff saw to several projects to identify the worker exposure to toxic fumes and particulate contaminants. Projects were situated within occupational environments of industrial and manufacturing settings. Worker exposure was evaluated in order to recommend appropriate engineering control and personal protective equipment for concerned stakeholders.

Occupational Safety Training - Various Locations, IL

Project Manager/Technical Lead

Dr. Peneff has led environmental and occupational safety training programs for various municipal agencies as well as private clients. These programs include Hazard Communication Right to Know, Universal Waste, Asbestos, Lead, Mold, and select OSHA general and construction perils.

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proclaims that

Nicholas J. Peneff

having met all requirements of
education, experience and examination, and
ongoing maintenance,
is hereby certified in the

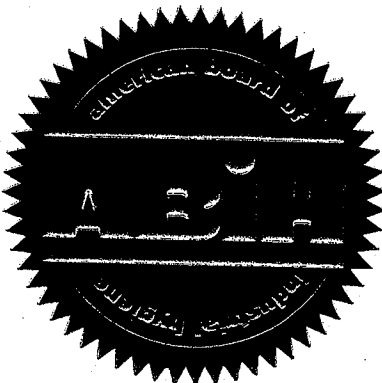
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CIH

Certificate Number	6012 CP
Awarded:	July 7, 1993
Expiration Date:	December 1, 2024



Dirk Yamamoto
Chair, ABIH

Alvin K. Olson
Chief Executive Officer, ABIH

Roberto Rivera



Roberto Rivera, Senior Project Manager



Mr. Rivera has 29 years of experience providing hazardous building material consultation services including performing asbestos surveys, lead-based paint inspections and risk assessment, and abatement oversight including providing recommendations for corrective actions of abatement activity and performing clearance air sampling. He has served as a Project Coordinator and Asbestos/Lead Professional for demolition and renovation projects at industrial, commercial, and residential buildings, hospitals, universities, and other school buildings.

Experience

Total 29

With this firm since 1994

Licenses, Registrations & Certifications

- Licensed Asbestos Project Manager, IL
- Licensed Asbestos Inspector, IL
- Licensed Air Sampling Professional, IL
- Licensed Asbestos Supervisor, IL
- Licensed Lead Risk Assessor, IL
- Licensed Asbestos Building Inspector, MI
- Licensed Lead Risk Assessor, MI
- Licensed Asbestos Inspector, IN
- Licensed Asbestos Supervisor, IN
- Licensed Asbestos Inspector, MO

- Licensed Lead Risk Assessor, OH
- Licensed Asbestos Inspector, IA
- OSHA 10- Hour Construction Safety Certificate
- OSHA 40-Hour HAZWOPER
- OSHA 30-Hour Construction Safety Certificate
- OSHA Confined Space Entry Certificate
- Asbestos Fiber Counting NIOSH 582
- Lead Safety for Renovation, Repair, and Painting (RRP) Certified
- XRF Lead Paint Inspection System Certificate
- RMD's LPA-1 Lead Paint Inspection System Certified
- Mercury Hazard Communication Certified
- Metra Safety

Relevant Experience

University of Illinois at Urbana-Champaign, Saunders and Babcock Halls - Urbana-Champaign, IL

Project Manager/Inspector

Managed and conducted the survey for asbestos containing materials (ACMs) in preparation for the renovation of the multi-user restroom facilities on each floor of Babcock and Saunders Halls. Completed the hazardous materials survey report and specifications and assisted in the preparation of the remediation design documents. Also, provided management, survey and oversight of onsite technical staff for the environmental remediation.

University of Illinois at Chicago (UIC), Environmental Consulting Services, Chicago, Illinois

Project Manager/Inspector

Coordinated environmental inspections at the College of Dentistry building to investigate the presence of suspect materials that may have been disturbed during the planned renovation project for UIC. Specific responsibilities included conducting and coordinating field inspections, reporting of findings, specification development, and attending meetings.

Illinois Masonic Medical Center, Advocate - Chicago, IL

Project Coordinator/Project Manager/Inspector

Coordinated, managed, and conducted the survey for asbestos-containing materials (ACMs) and hazardous materials in preparation for the multi-phase interior renovation/demolition throughout the IMMC campus in Chicago. Completed the hazardous materials survey report, specifications, and design documents. Also, provided management, oversight, and support to onsite technical staff for the environmental remediation throughout the campus.

Chicago Public Schools, Environmental Consulting Services, Chicago, Illinois

Project Coordinator/Project Manager/Inspector

Worked on behalf of the Managing Environmental Consultant (MEC) for over 300 buildings within the CPS system. As MEC, Mr. Rivera's responsibilities have included attending meetings with design/management teams, reviewing architectural drawings, conducting building surveys, environmental specification development, and project oversight. Additional MEC tasks include coordinating with architects, design managers, building engineers, and environmental remediation contractors.

Chicago Transit Authority, CDM Smith - Chicago, IL

Project Manager/Inspector

Managed and conducted the hazardous materials assessment to identify general locations of asbestos containing material (ACM), lead-based paint (LBP), mold and other biological contaminants, that may be impacted by the planned interior and exterior renovation activities bus garages, train yards, shops, and substations. Performed sampling and testing for the presence of ACM and LBP. Visually inspected for the presence of mold, PCBs, and universal wastes. Completed the hazardous materials survey reports, abatement design specifications and drawings to abate environmental hazards.

Metra, Electrical Substations and Passenger Stations, CDM Smith - Chicago, IL

Project Manager/Inspector

Managed and conducted the survey for Lead-Based Paint (LBP) in preparation for the renovation of eleven (11) Metra Substations and various Metra passenger station throughout the city of Chicago and vicinity. Assisted in the preparation of the remediation design documents.

School Investment Program (SIP), Chicago Public Schools / Public Building Commission of Chicago, Chicago, Illinois

Project Manager/Inspector

Coordinated environmental inspections at various Chicago Public Schools to investigate the presence of suspect materials that may have been disturbed during a very aggressive, planned renovation project for over 100 CPS Buildings in the summer of 2013. Responsibilities included conducting and coordinating field inspections, reporting of findings, and specification development.

AHERA Survey of Chicago Public Schools, Harza Environmental Services, Chicago, Illinois

Project Manager/Inspector

Project Manager for Asbestos Hazard Emergency Response Act (AHERA) surveys to determine the location, condition, and quantity of accessible asbestos-containing materials, roofing materials, mechanical areas, air tunnels, and accessible areas.

Three-year Asbestos Re-inspections, Chicago Public Schools, Chicago, Illinois

Project Principal

Project Principal for AHERA asbestos bulk surveys for three-year re-inspections. The project involved asbestos assessment, sampling, and management planning for over 300 public schools throughout the city of Chicago.

Crawford, Murphy & Tilly, Inc., Jardine Water Purification Plant - Chicago, IL

Project Manager/Inspector

Managed and conducted the asbestos containing materials (ACM), lead-based paint (LBP), and hazardous materials survey in preparation for the chlorination system improvements project. Responsibilities also included completing the survey report and remediation specifications design.

AECOM, Hazardous Materials Survey, Rockford Public Library – Rockford, IL

Project Manager/Inspector

Managed and conducted the hazardous materials survey in preparation for the demolition of the Rockford Public Library Building. Completed the hazardous materials survey report, abatement project design specifications, and drawings to abate environmental hazards.

IYC-St. Charles, Lang + Lang Architects - St. Charles, IL (2015 – 2017)

Project Manager/Inspector

Managed and conducted the asbestos containing materials (ACM) survey in various buildings throughout the facility in preparation for the exterior envelop and interior improvements project. Upon completion of the environmental inspection, provided survey report, abatement project design specifications, and drawings to abate and mitigate environmental hazards that will be impacted during a planned renovation.

Chicago Housing Authority (CHA), Lead-Based Paint (LBP) Surveys, Scattered Sites; Asbestos-Containing Materials (ACM), Senior Housing Buildings - Chicago

Project Manager/Inspector

Managed and coordinated the lead-based paint surveys for over 1,200 units throughout the City of Chicago. Also, conducted the asbestos-containing materials (ACM) and lead-based paint (LBP) surveys at various senior housing buildings in Chicago. Completed the survey reports and reported all finds to the CHA

Gary Housing Authority, City of Gary - Gary, IN (2015 – 2018)

Project Manager/Inspector

Coordinated, managed and conducted the hazardous materials surveys for asbestos containing material (ACM), lead-based paint (LBP), and other biological contaminants that may be impacted by the planned demolition activities throughout various housing sites. Performed sampling and testing for the presence of ACM and LBP. Visually inspected for the presence of mold, PCBs, and universal wastes. Completed the hazardous materials survey reports, abatement specifications and drawings to abate environmental hazards.



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ROBERTO RIVERA
2942 W VAN BUREN ST
CHICAGO, IL 60612

Environmental Health



ROBERTO RIVERA
2942 W VAN BUREN ST
CHICAGO, IL 60612

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<p>ID NUMBER 100 - 06327</p>	<p>ISSUED 5/17/2023</p>	<p>EXPIRES 05/15/2024</p>	<p>PROJECT MANAGER</p> <p>AIR SAMPLING PROFESSIONAL</p>	<p>1/21/2024</p>
<p>ROBERTO RIVERA 2942 W VAN BUREN ST CHICAGO, IL 60612</p> <p>Environmental Health</p>			<p>Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.</p>	

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

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
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12/23/2022

LICENSE NUMBER: 003649

Roberto Rivera
2942 W. VanBuren Street
Chicago, IL 60612

LICENSE APPROVED

IDPH recently received and reviewed your application for lead licensure. Your qualifications have been reviewed and found that you meet the requirements set forth by the Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete. Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

IDPH has updated its 7 – Day Notice of Commencement effective immediately. The revised document can be identified by its 9/16 revision date on the bottom left corner. Please discontinue using the old form and begin using the new form as soon as possible. The revised form is located in the same web address that the old form was located (<http://www.dph.illinois.gov/sites/default/files/forms/7-day-notice-leadabatement-mitigation-project-091916.pdf>).



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Roberto Rivera
2942 W. VanBuren Street
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Arturo Saenz



Arturo Saenz, President, Chief Executive Officer



Mr. Saenz has 34 years of experience in engineering, construction, and environmental remediation. He has functioned as Principal in charge and Program Manager/Contract Administrator for large multi-site projects, managing more than 50 projects concurrently. His experience also includes managing and coordinating work activities with multi-disciplinary teams for several large-scale infrastructure projects. He supervises and coordinates work activities of multi-disciplinary teams from project planning, design development and construction management projects. He is responsible for setting work units and/or project deadlines, leads and directs the work of various departments, evaluates, selects, and recommends engineering techniques, procedures, and criteria to complete project cost effectively. He supervises the performance of all necessary tasks to develop and deliver projects, negotiate contacts, allocate resources, solves problems, and perform final QA/QC review of all project deliverables. He has worked on corporate, federal, state, and local government projects including those of the Federal Aviation Administration, Illinois Capital Development Board, Chicago Housing Authority, and Chicago Public Schools System.

Education

Bachelor of Science,
Electrical Engineering - 1988
Northern Illinois University
DeKalb, IL

Experience

Total 34
With this firm since 2002

Expertise and Specialized Training

Program Management
Capitol Development Programs

Licenses, Registrations & Certifications

Licensed AHERA Inspector, MI, 2005
Licensed Asbestos Inspector and Management
Planner, IL, 2007
Licensed Asbestos Inspector and Management
Planner, IN
OSHA 40-hr HAZWOPER Certification
OSHA 8-hr HAZWOPER Refresher
Licensed Asbestos Project Manager, IL, 2007
Licensed Air Sampling Professional, IL, 2007
Licensed Hazardous Waste Supervisor, IL, 2000
Licensed Lead Risk Assessor, IL, 2007

Relevant Experience

Environmental Engineering Experience

Chicago Housing Authority, System-Wide Environmental Consultant - Chicago, IL

Program Manager

Functioned as Program Manager for SPC’s environmental consultant services for the Chicago Housing Authority. Mr. Saenz has been responsible for the successful implementation of environmental services at over 80 CHA properties and developments. As part of its Plan for Transformation, the largest and most ambitious redevelopment effort of a public housing agency in the history of the United States, the CHA will redevelop or rehabilitate its entire stock of public housing. SPC was retained to provide environmental consulting services on as needed basis for system-wide capital construction projects related to this Plan. SPC has performed a variety of environmental consulting services including Emergency Response, NEPA Environmental Assessment, Phase I & II Environmental Site Assessment, Regulatory Compliance

Permitting, Including FESOP Air Quality Permits, Aboveground/ Underground Storage Tanks Services, IEPA Site Remediation Program Reporting, Environmental Remediation Oversight and Field Inspection, Asbestos and Lead-Based Paint Assessment and Abatement Oversight, Indoor Air Quality and Mold Assessment and Abatement Oversight, and Preparation of Remediation Design and Specifications. Mr. Saenz has had a crucial role in the successful delivery of these services for the past several years. The CHA repeatedly turns to SPC to fulfill its environmental engineering needs and trusts SPC not only to assist with its facilities but also to ensure a safe workplace for its staff and a healthy environment for its tenants.

ComEd, Master Environmental Services Contract, IL

Principal-in-charge

Contract is to provide environmental services for projects throughout the entire ComEd service territory. The five-year, \$20+ million contract includes general compliance, site investigation and remediation, waste management, and environmental permitting services. Projects include This may include, but not limited to substation construction/demolition, linear corridor modifications, new facility constructions, demolition, storage tank upgrades or abandonment, acquisitions and divestitures, and environmental remediation. Responsible for managing a current team of 25+ professional staff executing 350+ projects annually.

NEPA Environmental Assessments - Various Locations, Illinois

Principal-in-charge

Coordinated completion of several NEPA EAs in accordance with 24 CFR Part 58, U.S. Department of Housing and Urban Development (HUD) Form 4128 and the HUD Handbook 1390.2. This included evaluating relevant environmental factors, such as historic preservation, floodplain management, coastal zones and barriers, noise abatement, hazardous industrial operations, airport hazards, protection of wetlands, toxic chemicals and radioactive materials, endangered species, sole source aquifers, farmlands protection, flood insurance, environmental justice, unique natural features and areas, site suitability, access, and compatibility with surrounding development, soil stability, erosion, and drainage, nuisances and hazards, water supply, sanitary sewers, and solid waste disposal, schools, parks, recreation, and social services, emergency health care, fire, and police services, commercial/retail service, and transportation. The environmental analysis determined a Finding of No Significant Impact (FONSI) and EA report was prepared and submitted to HUD for approval.

Amtrak, Union Station Rail Yard - Chicago, IL

Principal-in-charge

Project scope of work included providing environmental, safety, and material testing services being performed for the \$100 million Design Build project at Amtrak's Union Station. As part of his responsibilities, Mr. Saenz provided direction and oversight of subsurface investigations prior to construction to characterize shallow soil conditions throughout the limits of the approximate 265-acres to identify potential future contaminant exposures to construction workers. He led similar investigations to assess construction worker exposures to the presence of diesel product encountered in portions of the work area and developed a plan to allow excavation work to safely proceed while mitigating potential explosion and chemical exposures within the diesel field contaminated areas.

Chicago Public Schools (CPS) System, - Chicago, IL

Program Administrator

Functioned as Program Administrator for about 250 schools of regions 1 and 2 of the Chicago Public Schools (CPS) System for which SPC is the Managing Environmental Consultant. Played a key role in developing proposals, requests for proposals, and presentations for Chicago Public Schools System,

Chicago Housing Authority, Illinois Capital Development Board, and many private clients. As a licensed Management Planner, Inspector and Lead-Based Paint Risk Assessor, developed standard specifications, procedures and protocols/guidelines for the following environmental activities/hazards: Asbestos and lead-based paint project design; UST/AST; indoor air quality; perimeter air monitoring; PCBs; chimney stack remediation; full asbestos inspections; three-year asbestos reinspection's; lead-based paint inspections; and pigeon/animal excrement. Also, prepared Change Order Procedures and variances from asbestos abatement alt and Rules and Regulations.

Site Remediation Program and Oversight/ NFR Letter at Teaching Academy Site - Chicago, IL

Program Manager

Managed a Site Remediation Program and oversight at the Future Teaching Academy/Cermak School site, located near Chinatown in Chicago. Remedial action oversight involved removal and disposal of up to 150 trucks per day contaminated soil for over 3 months. No Further Remediation Letters were received from the Illinois Environmental Protection Agency. The comprehensive NFR Letters were obtained approximately 7 months after SRP enrollments. This project was selected by IEPA for inclusion, as a model site remediation project, in the IEPA Site Remediation Program 2001 Annual Report.

Cook County Health – Oak Forest Health Center – Oak Forest, IL

Program Manager

Scope of work for this project included working in concert with Cook County Health leadership, to manage a comprehensive hazardous materials and environmental assessments for the entire Oak Forest Health Center Campus which comprises of 50+ facility buildings. The study is being performed to assess compliance with environmental regulations including but not limited to EPA, OSHA, and IDPH and to develop planning reports for each facility including costs to address required response actions prior to and during demolition activities. The scope of work included hazardous materials building survey, Phase I and II Environmental Site Assessment, development of the survey reports, and preparation remediation cost estimates.

Public Building Commission of Chicago (PBC), Environmental Consultants - Chicago, IL

Principal-in-charge

The scope of work for this contract is to manage asbestos, lead-based paint, indoor air quality, mold, mercury, pigeon excrement in numerous buildings for the Public Building Commissions of Chicago. Mr. Saenz participates in assessment of the existing conditions, development of the remedial design documents, and supervision of the implementations of corrective measures to abate or mitigate the existing environmental concerns by providing effective, economical, and compliant solutions. Mr. Saenz also directs the development of technical specifications for the remediation of hazardous materials.

Capital Development Board, Statewide Asbestos Survey and Asbestos Management Services – Various Locations, IL

Program Manager

Functioned as Program Manager for SPC's Statewide Asbestos Survey and Asbestos Management Services. Responsibilities included ensuring the continued success of SPC's environmental consulting services for the CDB by ensuring seamless team management and development, program delivery, and quality control and evaluation. Additionally, oversaw SPC's Statewide Asbestos Surveys, which were performed on over 250 buildings ranging in size from 200 to 2,000 square feet at the facilities including the University of Illinois, Illinois State University, Department of Natural Resources, Historic Preservation Society, Central Management Services, Illinois Department of Transportation, State Park facilities, and National Guard Armories. The objective of the Asbestos Surveys was to prepare an Inspection, Sampling

and Management Plan report for each building for use by the State of Illinois Attorney General's Office, Capital Development Board, using agencies and individual facilities. Reports were prepared using Capital Development Board protocols (like AHERA). The Asbestos Surveys, management plans, standard cost estimates and final reports were completed in a timely manner, within the projected project budget and to the satisfaction of the appropriate Capital Development Board Project Managers.

Amtrak Union Station, - Chicago, IL

Program Administrator

Mr. Saenz served as the program administrator for environmental, safety, and material testing services being performed for the \$100 million Design Build project at Amtrak's Union Station. His responsibilities include coordination of company resources and personnel for the project as well as evaluating the performance of individual staff members.

Chicago Transit Authority (CTA), Red Line North Stations, Hazardous Building Materials Assessment and Remediation Design - Chicago, IL

Program Manager

Mr. Saenz oversaw the environmental assessment and design teams during Chicago Transit Authority's \$57.4 million project that included renovations of nine Red Line stations. The scope of work included adhering to all applicable codes, regulations, health and safety requirements; obtaining all permits; performing testing for hazardous building materials; developing abatement specifications and drawings; training and licensing of all personnel; protection of personnel, public, and adjacent surfaces; proper and legal disposal of all contaminated materials; and maintaining all documentation during renovation activities. Mr. Saenz participated in design review meetings, provided technical assistance to Chicago Transit Authority design team, and reviewed contractor's submittals to ensure compliance with project specifications and applicable hazardous material regulations.

Architectural Engineering Experience

State of Illinois Capital Development Board Architectural/Engineering Various Projects, Throughout Illinois

Principal-in-charge

Mr. Saenz was responsible for or planning, coordinating, and overseeing all five projects through all phases of development, giving direction to assigned staff. Mr. Saenz led all communication with the client and established and maintained budgets, schedules, while monitoring adherence of terms of contract expectations. Basic services for each project included Program Analysis; Schematic Design; Design Development; Bidding Documents; Review Process; Bidding Phase and Construction Administration. The five projects are listed below:

Restore Exterior Harold Washington Community College, Chicago, Cook County - Chicago, IL

Harold Washington College is a high-rise classroom and office building located on the northwest corner of Lake and Wabash streets. The building was constructed in 1983. The scope of work provides for a critical façade condition assessment with recommendation, estimate and design of needed repairs, including exposed concrete, sealants, architectural coating, window sealants/caulking, cooling tower support framing, and options to modernize the building exterior.

Willard Ice Building - Chicago, IL

The Willard Ice Building (I0100) is a 913,236-square-foot, 7-story building established in 1982. The scope of work provides for review of the Building Enclosure Report dated November 20, 2018, which includes recommended actions to remediate water infiltration at the existing curtainwall/skylight systems and creation of a full set of bidding/construction documents required to execute the necessary repairs. The work also includes repair of water-damaged materials to restore finishes to their original condition.

Waubonsee Community College Replace Exterior Window Systems - Aurora, IL

The Waubonsee Community College - Aurora Fox Valley, is a one-building facility established in 1997. The Aurora Fox Valley Campus Building (WCC099-0001) is a 31,825-square-foot, one-story building established in 1997. The scope of work provides for replacement of all exterior window systems, as well as exterior painting as necessary.

Prairie State College, Replace Roofing System – Chicago Heights, IL

The Prairie State College - Chicago Heights, is a 10-building facility established in 1969. The scope of work included replacing roofing systems on approximately 5 buildings totaling approximately 85,000 square feet and all attendant accessories. Field investigations included roof cuts to evaluate the condition of existing insulating concrete topping and substrate and determine moisture content. An elevation survey was conducted to verify existing roof slopes at drains.

Replace Windows, Doors, and Roofing System- Transportation Garage Watseka, Illinois

The Watseka Garage (J0900) is a 10,080-square-foot, one-story building established in 1957. The scope of work provides for removing and replacing existing windows, selectively removing, and replacing concrete block walls, tuckpointing and painting concrete block walls, replacing doors, windows, and lintels, and removing and replacing the existing roof. The work also includes inspecting and potentially replacing sanitary lines and floor drains and replacing four gas-fired unit heaters. The work also includes removing and replacing gas-fired unit heaters, selectively removing, and replacing concrete floors and floor drains.

University of Illinois at Chicago, School of Public Health, and Psychiatric Institute - Chicago, IL

Principal-in-charge

Mr. Saenz served as principal-in-charge for UIC Building 975 which consists of a twelve-story building located on the west side of the UIC campus. It was built in 1957 and has approximately 324,000 square feet of space. This conceptualization phase assessment includes the results of SPC’s field investigations, sample tests, code analyses, review of previous assessments, documentation of existing conditions through representative photographs, repair recommendations, and associated cost estimates.

Exterior Facade Assessment Services for Cook County Health Administration Building, Chicago Illinois.

Principal-in-charge

Mr. Saenz served as the principal-in-charge for a close-up visual examination of the exterior facade and fire escapes as part of the required ongoing inspections that are necessary at two-year intervals per the City of Chicago. The assessment of this project was based upon the level of documentation and reporting in accordance with the City of Chicago’s Exterior Wall Ordinance and The City of Chicago Rules for the Maintenance of High-Rise Exterior Walls and Enclosures (Façade Ordinance).



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ARTURO SAENZ
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 CHICAGO, IL 60612

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Environmental Health



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<p>ID NUMBER 100 - 04019</p> <p>ARTURO SAENZ 2942 W VAN BUREN ST CHICAGO, IL 60612 Environmental Health</p>	<p>ISSUED 4/19/2023</p>	<p>EXPIRES 05/15/2024</p>		

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

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EMAIL Address: dph.asbestos@illinois.gov

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Jigar Shah



Jigar M. Shah, CIH, CSP, CHMM Director of Industrial Hygiene



Mr. Shah is a Board Certified Industrial Hygienist and a Board Certified Safety Professional. His 25 years of experience includes performing and overseeing hundreds of projects involving indoor air quality, asbestos, lead-based paint, mold, bacteria, noise, ambient air quality, silica, diesel exhaust, radon, mercury, PCBs drinking water quality, building ventilation, contaminant exposure monitoring as well as performing OSHA training, safety audits, environmental assessments, and abatement designs. His experience includes working with both public and private clients as well as regulatory and legal authorities. His practice focuses on the assessment of worker safety, personal protection, and impacts due to construction activities as well as the development of administrative and engineering controls to eliminate unsafe working conditions and unacceptable public environmental impacts.

Education

Master of Science,
Environmental Engineering - 1996
Illinois Institute of Technology, Chicago, IL

Bachelor of Science,
Civil Engineering - 1993
Gujarat University, India

Experience

Total 25
With this firm since 2005

Expertise and Specialized Training

Asbestos and Lead-Based Paint Management
Indoor Environmental Quality Assessment
Mold/Bacteria Investigation
Water Quality Survey

Expertise and Specialized Training (Cont.)

OSHA Compliance/Occupational Safety
Construction/Community Air Quality Monitoring
Construction Safety Audits
Hazardous Waste Management
Infection Control Monitoring
Construction Safety Training

Licenses, Registrations & Certifications

Board Certified Industrial Hygienist (CIH)
Board Certified Safety Professional (CSP)
Licensed Asbestos Project Designer
IDPH Licensed Asbestos Project Manager
IDPH Licensed Asbestos Management Planner
IDPH Licensed Asbestos Building Inspector
IDPH Licensed Air Sampling Professional
Certified Hazardous Material Manager (CHMM)

Relevant Experience

Chicago Public Schools (CPS), Managing Environmental Consultant - Chicago, IL

Industrial Hygiene Technical Lead

Mr. Shah is currently leading our team of environmental remediation professionals providing daily environmental consulting services to manage asbestos, lead-based paint, indoor air quality, mold, mercury, PCBs in more than 700 schools of the Chicago Public School system. As a senior consultant to the school system, Mr. Shah participates in assessment of the existing conditions, development of the remedial design documents, and supervision of the implementations of corrective measures in order to abate or mitigate the existing environmental concerns by providing effective, economical, and compliant solutions. Mr. Shah also assists in developing the technical specifications for the remediation of the hazardous materials.

Forest Preserve District of Cook County - Illinois

Industrial Hygiene Technical Lead

Mr. Shah provides technical guidance to clients and staff regarding a wide variety of environmental and hazardous materials issues arising from renovation, demolition, and new construction projects. Mr. Shah, a licensed asbestos project designer, develop remediation design documents and assist in preparing the remediation cost estimates. Mr. Shah reviews technical reports and attend important project meetings to provide effective, realistic, and compliant solutions to issues. More than 20+ projects have been successfully completed under the leadership of Mr. Shah.

Metra - Illinois

Health and Safety Consultant Lead

Mr. Shah oversees and manages the Health and Safety Consulting contract with Metra. As part of the contract, SPC provides various hazardous material assessment, design, and oversight services. Mr. Shah provides technical guidance to the client and staff for upcoming renovation/demolition projects. Mr. Shah leads the team of asbestos and lead professionals for comprehensive pre-renovation survey. The survey includes determination of location, condition, and quantity of hazardous building materials such as ACM, LBP, Universal Waste, PCB-containing equipment, and containerized chemical at the project site. Additionally, Mr. Shah assist Metra in developing important health and safety policy and training materials.

Chicago Housing Authority (CHA), Environmental Consultants - Chicago, IL

Industrial Hygiene Technical Lead

Mr. Shah leads our environmental consulting services for system wide capital construction projects for the Chicago Housing Authority. Mr. Shah participates in assessment of the existing conditions, development of the remedial design documents, and supervision of the implementations of corrective measures in order to abate or mitigate the existing environmental concerns by providing effective, economical, and compliant solutions. Mr. Shah participates in important project meetings, provides technical direction to field staff, reviews project submittals, and oversees cost estimate calculations. Mr. Shah assist Chicago Housing Authority project teams on technical issues with a goal to minimize any impact on schedule and cost of the project while meeting the requirements of all applicable hazardous materials regulations. Mr. Shah has been involved in hundreds of Chicago Housing Authority project over last 10+ years.

Cook County Health – Oak Forest Health Center – Oak Forest, IL

Program Manager

Mr. Shah, working in concert with Cook County Health leadership, is responsible for managing comprehensive hazardous materials and environmental assessments for the entire Oak Forest Health Center Campus which comprises of 50+ facility buildings. The study is being performed to assess compliance with environmental regulations including but not limited to EPA, OSHA, and IDPH and to develop planning reports for each facility including costs to address required response actions prior to and during demolition activities. The scope of work included hazardous materials building survey, Phase I and II Environmental Site Assessment, development of the survey reports, and preparation remediation cost estimates.

Public Building Commission of Chicago (PBC), Environmental Consultants - Chicago, IL

Industrial Hygiene Technical Lead

Mr. Shah leads our environmental consulting services to manage asbestos, lead-based paint, indoor air quality, mold, mercury, pigeon excrement in numerous buildings for the Public Building Commissions of Chicago. Mr. Shah participates in assessment of the existing conditions, development of the remedial

design documents, and supervision of the implementations of corrective measures in order to abate or mitigate the existing environmental concerns by providing effective, economical, and compliant solutions. Mr. Shah is also assisting in developing the technical specifications for the remediation of the hazardous materials.

US Army Corps of Engineers Project - McCook Reservoir, Main Tunnel System, Construction Safety Plan Development – McCook, IL

Project Manager/Technical Lead

Mr. Shah assisted the General Contractor in the development of the Accident Prevention Plan (APP) for the underground construction project. The scope of work included development of the safety plan for various phases of the project in compliance with requirements of the OSHA/USACE EM 385-1-1. Emergency Response, Spill Prevention, Site Sanitation, Respiratory Protection, Health Hazard Control, Hazard Communication, Abrasive Blasting, Fire Protection, and Excavation Plans were some of the plans of the safety manual that was developed prior to construction phase of the project.

Demolition of Rockford Public Library - Rockford, IL

Project Manager and Asbestos Project Designer

This project included the demolition of existing public library building located in downtown of Rockford, IL. The objective of the project was to demolish existing building, structures, and paved areas on the grounds of the library property to facilitate subsurface environmental remediation prior to construction of a new library facility on the property. Mr. Shah supervised development of design documents and bid package for the demolition of a large public library building in Rockford, Illinois. Mr. Shah participated in site surveys and prepared specifications for issuance to potential contractors for them to prepare bid for demolition of the existing structure on the property including the abatement and handling of all hazardous building materials.

City Colleges of Chicago - Chicago, IL

Industrial Hygiene Technical Lead

Mr. Shah conducted indoor air quality assessment at various City Colleges of Chicago (CCC) facilities. The testing was requested in response to complaints about indoor air quality at these facilities. At Truman College, testing was performed in the inorganic and organic chemical storage room to determine whether the storage any of these chemicals contributing to elevated indoor levels of these chemicals. At a new Malcolm X College building, IAQ testing was conducted after the completion of the construction work to determine that ventilation is working effectively and the levels of construction-related dust, fumes are not building-up in any of the occupied areas. Unexplained odor was the reason for IAQ assessment at the Olive Harvey College. Odor was perceived by the occupants of the 2nd floor at the college facility. For each indoor air quality assessment, the HVAC system supplying air to the areas of concerns were checked to determine whether there were issues related to fresh-air intakes, mixing of air, filters, heating coils, cooling coils, condensate drainage, and overall functioning of the system. Air quality monitoring was conducted in the areas of concerns for the following indoor air quality parameters: carbon dioxide, carbon monoxide, volatile organic compounds (VOCs), airborne particulates (PM10), temperature, and relative humidity.

Indoor Environmental Quality (IEQ) Testing for LEED Rating, Palmer Elementary School - Chicago, IL

Industrial Hygiene Technical Lead

Mr. Shah conducted IEQ testing services at the completion of the construction phase of the project and provided an opportunity to our client to earn LEED Credits. Mr. Shah utilized testing protocols consistent with the latest EPA Compendium of Methods for the determination of Air Pollutants in Indoor air. A total of 3 sample sets for the following air quality parameters were collected: Formaldehyde, Airborne

Particulates Architects, Engineers & Scientists Jigar Shah | Page 4 of 4 - PM10, Total Volatile Organic Compounds (TVOCs), Carbon Monoxide (CO), and Target Volatile Organic Compounds (34 organic compounds). Sampling was conducted once per location for 3 different locations throughout the building to include various air handling and make-up air systems.

Silica Exposure Assessment - Chicago, IL

Industrial Hygiene Technical Lead

The new OSHA standard for RCS requires employers to protect workers from RCS exposure above the permissible exposure limit (PEL) of 50 µg/m³, averaged over an eight-hour day. Mr. Shah provided technical expertise and project management for Silica dust sampling and analysis, which were conducted in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7500.

Lincoln Park High School, Mercury Spill Clean-up - Chicago, IL

Technical Lead

Directed emergency response following a mercury spill in a science lab. Students were scanned for mercury contamination before allowing them to enter other areas of the building. Provided clean-up oversight and conducted post-cleanup air quality sampling for clearance.

University of Illinois at Chicago (UIC), College of Dentistry, Asbestos Management - Chicago, IL

Project Manager/ Technical Lead

Mr. Shah served as the project manager and technical lead for asbestos management services involving Phase I and Phase II on the first, fourth, and fifth floors in the College of Dentistry building at the University of Illinois at Chicago. Responsibilities included managing the field asbestos sampling, managing the preparation of design plans and specifications documentation, and managing the air sampling and asbestos project oversight.

Michael Reese Hospital Campus, Ambient Air Monitoring during Demolition - Chicago, IL

Project Manager/ Technical Lead

Designed and implemented ambient air quality monitoring procedures for hazardous airborne contaminants associated with building demolition. Eight air quality monitoring stations were setup to include sensitive locations such as school, hospital around the perimeter of this multi-million-dollar demolition project in the City of Chicago. Levels of contaminants were compared against NAAQS and EPA standards.

City of Chicago, Emergency Asbestos Clean-up Design - Chicago, IL

Asbestos Project Designer

Designed the remedial actions and clean-up methods for a 23-story building contaminated with friable asbestos materials, assessed existing conditions of the contamination, reviewed Illinois Department of Public Health evacuation orders, negotiated clean-up plan with regulatory authorities, oversaw clean-up, and reviewed project reports.

Advocate, Advocate Illinois Masonic Medical Center - Chicago, IL

Project Manager/ Technical Lead

Mr. Shah served as the project manager and technical lead for the proposed building addition of the Advocate Illinois Masonic Medical Center. Responsibilities included managing the review of existing asbestos inspection reports and asbestos abatement projects, managing the collection of information on the demolition and construction of the buildings on the campus, and managing the inspection of all accessible areas for each building to identify suspect ACM.



american board of industrial hygiene®

**organized to improve the practice of industrial hygiene
proclaims that**

Jigar M. Shah

**having met all requirements of
education, experience and examination, and
ongoing maintenance,
is hereby certified in the**

**COMPREHENSIVE PRACTICE
of
INDUSTRIAL HYGIENE**

and has the right to use the designations

CERTIFIED INDUSTRIAL HYGIENIST

CIH

Certificate Number	8684 CP
Awarded:	October 3, 2003
Expiration Date:	June 1, 2024



Dirk Yamamoto

Chair, ABIH

Alan K. Olson

Chief Executive Officer, ABIH



THIS CERTIFIES THAT

JIGAR SHAH

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

**CERTIFIED HAZARDOUS MATERIALS MANAGER®
CHMM®**



October 10, 2019

DATE OF CERTIFICATION

25289

CREDENTIAL NUMBER

October 31, 2024

CERTIFICATION EXPIRES

EUGENE A. GUILFORD, JR.
EXECUTIVE DIRECTOR

VALID SO LONG AS THIS CREDENTIAL IS RENEWED ACCORDING TO SCHEDULE AND IS NOT OTHERWISE REVOKED

CN_PBC_JLB_Specialty Consulting_P-330816_EnviroRenovDemoSvcs_20240101



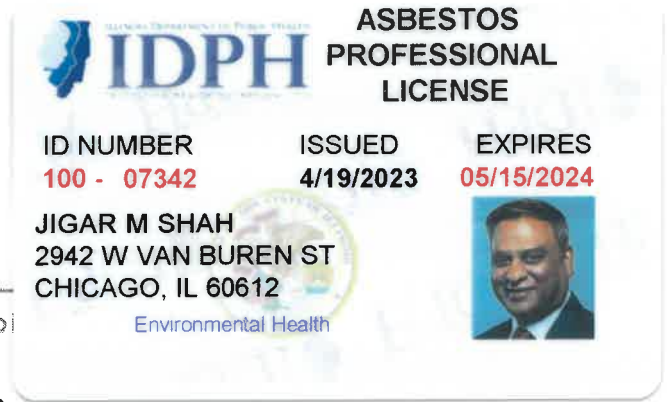
91

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





525-535 West Jefferson Street • Springfield, Illinois



JIGAR M SHAH
 2942 W VAN BUREN ST
 CHICAGO, IL 60612

4/19/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 07342

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

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

			ASBESTOS PROFESSIONAL LICENSE		ENDORSEMENTS		TC EXPIRES		
ID NUMBER 100 - 07342	ISSUED 4/19/2023	EXPIRES 05/15/2024	INSPECTOR PROJECT DESIGNER MANAGEMENT PLANNER PROJECT MANAGER AIR SAMPLING PROFESSIONAL		2/23/2024 2/9/2024 2/23/2024 2/14/2024				
JIGAR M SHAH 2942 W VAN BUREN ST CHICAGO, IL 60612 Environmental Health				Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.					

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

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos

EMAIL Address: dph.asbestos@illinois.gov

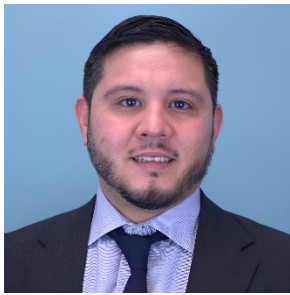
PROTECTING HEALTH, IMPROVING LIVES

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Carlos Torres



Carlos Torres CHST, Safety Manager



Mr. Torres has 14 years of experience in construction with the past 11 years specifically concentrated on establishing and administering work practices in compliance with 29 CFR 1926 construction standards. He has developed, trained, and enforced written plans on various aviation, industrial, and oil/ gas sites which included multi-disciplinary teams on projects in various stages of construction. He has proactively provided guidance by writing SSSPs and conferring with department leads prior to breaking ground as well as managing safety personnel on numerous work sites. Mr. Torres has also been responsible for auditing JHAs and performing Root Cause Analyses. Site supervision also consisted of recognizing positive behavior and providing coaching opportunities whenever possible. As an OSHA Outreach Trainer, he has imparted knowledge to a multitude of students over the past 4 years. He has also acted as a liaison for Spanish-speaking workers to provide seamless communication with client directives. He has ensured contractors have conformed with all local, state, and federal regulations in regard to environmental, health and safety standards for all operations.

Education

Walter Payton College Prep (2007)

Experience

Total of 11 years of construction safety experience

Expertise and Specialized Training

29 CFR 1926 (Construction) OSHA Outreach Trainer, CHST, developing/ implementing safety plans (general and site specific). Experience in airport, power plants and oil/ gas pipeline projects in both new construction and operating facilities. Experience with excavations, confined spaces, fall protection, scaffolding, LOTO, concrete demolition/ removal/ installation, HAZCOM, Hazardous Waste Operations and Emergency Response.

Licenses, Registrations & Certifications

- Construction Health and Safety Technician (CHST)
- OSHA 500 Certified
- OSHA 510 Certified
- TWIC
- CPR/ FA/ AED
- 40-hour HAZWOPER

Relevant Experience

SHE, LLC- Chicago, IL (February 2022- January 2023)

Safety Consultant

Responsible for creating SSSPs and providing field safety services for clients at O’Hare and Midway International Airports. Safety programs were supplemented with all applicable training and documentation. Clients and projects include Alpine Demolition – removal of T5 pedestrian bridge, McDonagh – South Basin Lift Station, Clune – concession erection, Angelo – concession erection. Common responsibilities included developing training material and delivering field support for high-risk operations. Project tasks included

confined space entry on the airfield as well as work inside the airport terminals and T5 parking lot/ pedestrian walkways which also required an obligation to safeguard the general public.

Safety Director

Analyzed and identified gaps in safety processes for a small contractor with about 50 field employees. Developed SOPs and JHAs for various common tasks. Created and presented a robust safety manual to senior leadership. Created and delivered new hire training programs. Trained existing personnel, including executive leaders, through awareness programs and toolbox talks. Implemented Respiratory Protection Program in compliance with Table 1 of OSHA's Silica Standard. Developed written programs including but not limited to, HAZCOM, Excavations, PITs, Rigging, Sanitation, Confined Space Entry Procedures.

Torres Consulting- Salisbury, NC; Conroe, TX; Bartow, FL- (August 2019- present)

OSHA Outreach Trainer

Instruct (16) OSHA 30-hour courses while adapting to changing local, state, and federal regulations.

Vesta Industrial Contractors- Bartow, FL (March 2020- April 2020)

Safety Manager

Managed safety operations during maintenance work on combined cycle power plant. Acted as a liaison between client leadership and the Spanish speaking workforce of about 40 employees. Led daily safety meetings with laborers and scaffold builders of all skill levels. Procured and assigned PPE as well as training including PFAS. Provided in-field coaching whenever necessary. Maintained proper communication with Duke Energy to ensure compliance with their safety program. Called and administered Safety Stand Downs.

ESS, INC.- Glenville, WV; Lordstown, OH (June 2017- June 2019)

Safety Consultant

Worked with ESS, INC. to provide safety services for client Integrity Kokosing Pipeline Services. Responsible for oversight of safety program of up to 4 jobsites on an active pipeline. Sites were in rough terrain and were up to 100 miles apart. Coordinated work with superintendents at daily briefings to discuss evolving conditions and proactively address any safety concerns. Reported detailed recordkeeping to management including LOTO and safe work permits. Reviewed and participated in JHAs. Phase 2 of this project consisted of installing a new heavy-wall pipeline in similar terrain. Provided training and coaching to the workforce of mainly laborers, welders and equipment operators.

Safety Manager

Collaborated with a team of 6 safety managers to ensure a safe working environment for up to 800 employees working on new power plant construction. Responsible for maintaining atmospheric monitors used during confined space operations. Trained and assigned roles for confined space entry in my assigned section of the project. Issued and reviewed permits for permit required work (Hot Work, PRCS, Excavation). Demonstrated extensive knowledge of OSHA regulations with various trades performing work throughout project.

Robins & Morton- Miami Beach, FL; Mulberry, FL; Big Island, VA (September 2015- April 2017)

Safety Manager

Co-managed a workforce of 300 employees during the renovation of the Miami Beach Convention Center along with the new construction of its parking structure. Managed 2 Safety Coordinators that assisted in field

coverage and coaching opportunities. Provided training to new hires, in-field support and daily briefings for workers and leadership. Provided direction during sudden environmental challenges such as lightning storms, extreme heat and wildlife concerns. Implemented and administered fit-tests during Zika outbreak. Displayed excellent communication skills while working as a sub with multiple contractors on site.

Robins & Morton- Miami Beach, FL; Mulberry, FL; Big Island, VA (September 2015- April 2017)

Safety Coordinator

Provided field support for assigned section of new TECO Power Plant construction. Anticipated and mitigated issues with team of safety professionals and a workforce of more than 1000 employees. Provided daily reports on activities and as well as hazards witnessed and corrected. Participated in and audited JSAs, work permits and toolbox talks. Conducted incident investigations and communicated plans to avoid future occurrences. Maintained accurate records and submitted timely incident/ near miss reports.

Safety Coordinator

Delivered toolbox talks to work crews daily. Provided coaching when possible. Trained over 250 employees on lead and asbestos hazards and controls while working at a 100-year-old paper mill. Inspected and maintained safe work perimeter near operating plant equipment. Reported to Safety Manger while promoting safe and hygienic work conditions. Ensure workers were safely Locked Out and Tagged out when working near energized equipment.

SilverIP- Chicago, IL (September 2011- September 2015)

Safety Tech/ Infrastructure Specialist

Administered a training program for new hires on potential job hazards with a concentration on fall protection and electrical hazards. Much of the work took place on the rooftops of high rises. Provided field support by inspecting multiple, rotating worksites in various stages of completion. Responsible for recordkeeping and auditing daily JHAs and daily field reports.

Board of Certified Safety Professionals

upon the recommendation of the Board of Certified Safety Professionals,
by virtue of the authority vested in it, has conferred on


Carlos Torres Jr.

the credential of

Construction Health and Safety Technician

and has granted the title as evidence of meeting the qualifications and passing
the required examination so long as this credential is not suspended or revoked
and is renewed annually and meets all recertification requirements.


Board President


Board Secretary



March 31, 2023
Date Issued

CHST-17070
Credential Number

The digital badge is the official documentation of the certificate.



Pavan Vellookunnel



Pavan Vellookunnel, Senior Project Manager



Mr. Vellookunnel has 10 years of experience as a Project Manager for the Industrial Hygiene Department and joined Specialty Consulting, Inc. as an Environmental Intern in 2013. His expertise lies in Indoor Air Quality, Asbestos, Lead Based Paint, and Mold Assessments. Mr. Vellookunnel has been responsible managing and scheduling all personnel in the Industrial Hygiene Department, conducting environmental and hazardous materials surveys, and developing scope of work and design documentation prior to environmental remediation projects.

Education

Bachelor of Science, Industrial Engineering –
2015 University of Illinois – Chicago
Chicago, Illinois

Experience

Total 10
With this firm since 2013

Expertise and Specialized Training

Indoor Environmental Quality Assessments
Water Quality Surveys
OSHA Compliance
Occupational Safety
Indoor/Outdoor Air Quality Monitoring
Lead Risk Assessments
Asbestos Inspections

Licenses, Registrations & Certifications

Licensed Lead Risk Assessor, IL
Licensed Asbestos Inspector, IL (2016)
Licensed Asbestos Project Manager, IL (2017)
Licensed Asbestos Air Sampling Professional,
IL (2015)
Lead Risk Assessor Recertification
Asbestos Inspector Refresher Certificate
Asbestos Abatement Supervisor Refresher Course
Confined Space Entry Certificate
OSHA 10-Hour Construction Safety Certificate
OSHA 30-Hour Construction Safety Certificate
Asbestos Fiber Counting (NIOSH 582)
Certificate
Protec Instrument Corporation XRF Lead

Relevant Experience

CPS – Managing Environmental Consultation Region 1 & 2

Senior Project Manager

Mr. Vellookunnel is SPC’s primary point of contact for the Facilities Department for Chicago Public Schools. Responsibilities include receiving and coordinating environmental assessment requests, development of scope of work and design documents prior to environmental remediation, procuring bids from environmental contractors to perform the remediation, and scheduling a department of 15+ inspectors, project managers, and technicians. Responsibilities also including coordinating and scheduling work between the environmental contractors and the 200+ school buildings in Regions 1 & 2. Major projects include: Region 1 & 2 Asbestos 3 Year Reinspections (2019, 2022), Region 1 & 2 Indoor Air Quality Assessments (2020, 2021, 2022), Region 1 & 2 Fiber Upgrade Project (2021, 2022), and various remediation projects throughout the 2 Regions.

NWMH – Asbestos Management Plan Preparation and Assessments

Senior Project Manager

Mr. Vellookunnel conducted an initial Asbestos Assessment of a 47 Floor building for Northwestern Memorial Health Care. The assessment was conducted in order to prepare an Asbestos Management Plan for the building. Mr. Vellookunnel additionally managed the preparation of the management plan for 3 additional buildings. Responsibilities included managing data entry of the findings of the assessments, quality assurance for the data entry, and compiling and finalizing the Asbestos Management Plans for submission. Mr. Vellookunnel also manages and schedules SPC personnel for oversight during environmental remediation projects.

Advocate, Good Samaritan Hospital - Downers Grove, IL

Project Engineer

Performed Indoor Air Quality and Mold Assessments during Good Samaritan’s roofing project and during renovation work in the Critical Care Unit. Responsibilities included monitoring levels of various gasses in the air and ensuring those levels were below OSHA’s exposure limits. Performed a mold assessment which included a visual inspection of the walls and ceiling of the Critical Care Unit, taking air samples, and performing a moisture assessment. Assessment was conducted during normal hospital hours and needed to be performed without causing concern to patients and staff.

U.S. Department of Veteran’s Affairs, Edward Hines Jr. Veterans Administration Hospital - Hines, IL

Project Engineer

Performed an Indoor Air Quality Assessment and a Mold Assessment at Hines VAMC. Responsibilities included monitoring levels of various gasses in the air quality parameters, and ensuring those levels remained below OSHA’s exposure limits. Assessment was conducted during normal hospital hours and was performed with discretion to avoid interrupting daily hospital activities. Inspected areas included offices, patient rooms, conference rooms, and other occupied areas of the hospital.

Illinois Department of Transportation (IDOT), Circle Interchange Project - Chicago, IL

Project Engineer/Field Technician

Coordinated continuous air particulate monitoring for the Illinois Department of Transportation (IDOT) during their Circle Interchange Construction Project. Air monitoring was requested by IDOT to ensure particulate levels remained at a safe level during the Circle Interchange Upgrade Project. Responsibilities included weekly air particulate sample setup and collection, analyzing data recorded by a TEOM 1400a monitoring machine, and creating reports for IDOT in order to assess Airborne Particulate level exceedances. Mr. Vellookunnel was also responsible for invoicing and managing funding for this project.

Public Building Commission of Chicago, Malcolm X College Demolition - Chicago, IL

Project Engineer/Project Manager

Mr. Vellookunnel worked with a team tasked with performing an asbestos, lead-based paint, and hazardous materials survey of Malcolm X Community College. Prior to the demolition of the building, suspect materials needed to be identified to be abated and disposed. After materials were identified, oversight during the demolition project was performed. Responsibilities included supervising workers during abatement, running air sampling pumps, recording daily work reports, and ensuring that the project ran efficiently and in compliance with OSHA and IDPH regulations.

Accurate Environmental Solutions, Excel Academy South Shore - Chicago, IL

Project Engineer/Environmental Technician

Assisted with an Asbestos Containing Materials (ACM) and Lead Based Paint (LBP) survey prior to the construction of a new elevator shaft at the Excel Academy South Shore. Responsibilities included conducting both ACM and LBP surveys, writing a limited survey report for both ACM and LBP, and creating a scope of work for the project. All suspected ACM and LBP components in several classrooms, hallways, restrooms, and maintenance closets needed to be identified and tested to ensure proper disposal prior to renovation.

Accurate Environmental Solutions, Camelot Academy West Garfield Park - Chicago, IL

Project Engineer

Conducted asbestos-containing materials and lead-based paint survey at the Camelot Academy. The inspection was to assess the proposed area of a new elevator. Responsibilities included inspecting the proposed work area for asbestos and lead-based paint, sampling suspect materials, and creating a scope of work based on the analysis of those materials. Proper identification and removal of materials such as asbestos and lead-based paint were necessary to avoid creating a hazardous environment for the students of Camelot Academy.

Village of Schaumburg, Schaumburg Regional Airport - Schaumburg, IL

Project Engineer/Field Technician

Conducted an Indoor Air Quality and Mold Assessment for the Village of Schaumburg at the Schaumburg Regional Airport. Responsibilities included a visual inspection for mold and water damage in the ceilings and walls of the airport’s offices and waiting areas. Mold samples were collected in areas where suspected mold growth or water damage had been observed.

Village of Schaumburg, Atcher Municipal Building - Schaumburg, IL

Project Engineer

Conducted an Indoor Air Quality and Mold Assessment at the Village of Schaumburg municipal building. Responsibilities included inspecting areas damaged by water and mold. Mold samples were taken and analyzed to determine if any action was necessary.

City of Chicago Department of Fleet and Facility Management, Carnotite Reduction Company Site - Chicago, IL

Project Engineer

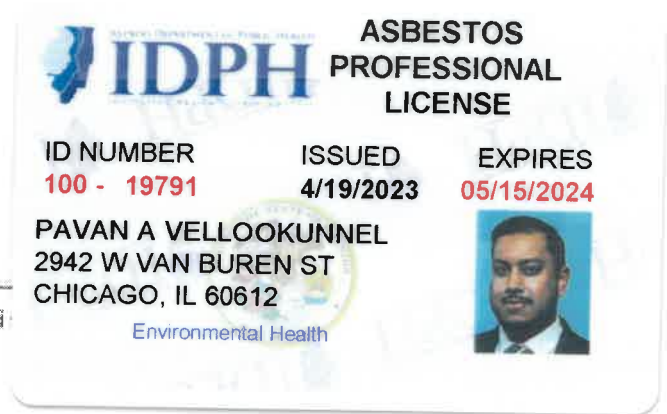
Mr. Vellookunnel was responsible for conducting weekly filter media exchanges at the Former Carnotite Reduction Company Site. Responsibilities included exchanging air particulate filters and monitoring passive radon detectors. The work site was a former elemental radium separation and refining facility and is required to be continuously monitored by the City of Chicago Department of Fleet and Facility Management.



525-535 West Jefferson Street • Springfield, Illinois

PAVAN A VELLOOKUNNEL
 2942 W VAN BUREN ST
 CHICAGO, IL 60612

4/19/2023





ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19791

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

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

ASBESTOS PROFESSIONAL LICENSE			ENDORSEMENTS	TC EXPIRES
 ID NUMBER 100 - 19791 PAVAN A VELLOOKUNNEL 2942 W VAN BUREN ST CHICAGO, IL 60612 Environmental Health	ISSUED 4/19/2023	EXPIRES 05/15/2024 	INSPECTOR PROJECT MANAGER AIR SAMPLING PROFESSIONAL Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.	1/28/2024 1/21/2024

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

Our WEB address is: dph.illinois.gov/topics-services/environmental-health-protection/asbestos
 EMAIL Address: dph.asbestos@illinois.gov

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

12/23/2022

LICENSE NUMBER: 1001788
Pavan Vellookunnel
2942 W. VanBuren Street
Chicago, IL 60612

LICENSE APPROVED

IDPH recently received and reviewed your application for lead licensure. Your qualifications have been reviewed and found that you meet the requirements set forth by the Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete. Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

IDPH has updated its 7 – Day Notice of Commencement effective immediately. The revised document can be identified by its 9/16 revision date on the bottom left corner. Please discontinue using the old form and begin using the new form as soon as possible. The revised form is located in the same web address that the old form was located (<http://www.dph.illinois.gov/sites/default/files/forms/7-day-notice-leadabatement-mitigation-project-091916.pdf>).

IDPH LEAD RISK ASSESSOR LICENSE

LEAD ID	ISSUED	EXPIRES
1001788	12/23/2022	1/31/2024

Pavan Vellookunnel
2942 W. VanBuren Street
Chicago, IL 60612

ILLINOIS LEAD PROGRAM
Environmental Health

PROTECTING HEALTH. IMPROVING LIVES

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ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Specialty Consulting, 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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 Arturo Saenz, as President/Chief Executive Officer
Name Title

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

RESPONDENT			
Name of Firm:	Specialty Consulting, Inc.		
Address:	2942 W Van Buren St.		
City/State/Zip:	Chicago, IL 60612		
Telephone:	312.319.7575	Facsimile:	312.319.7580
FEIN:	36-4525444	SSN:	
Email:	asaenz@spc-inc.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<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

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:		
Telephone:		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Arturo Saenz	President/Chief Executive Officer	
Hector Castillo	Director of Architecture	
Kwoknam Shiu	Director of Structural Engineering	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
Arturo Saenz	2942 W Van Buren St.	100 %
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

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

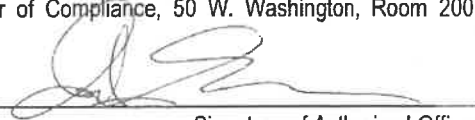
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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


Signature of Authorized Officer

Arturo Saenz
Name of Authorized Officer (Print or Type)
President/Chief Executive Officer
Title

312.319.7575
Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 18 day of July, 2023 by
Arturo Saenz (Name) as President/Chief Executive Officer (Title) of
Specialty Consulting, Inc. (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal



ATTACHMENT C
DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s): **PS3081**

Description or goods or services to be provided under Contract: **Environmental Renovation/Demolition Services**

Name of Consultant: **Specialty Consulting, Inc.**

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

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

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


Signature

7/18/2023
Date

Arturo Saenz
Name (Type or Print)

President/Chief Executive Officer
Title

Subscribed and sworn to before me

this 18 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:

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: _____

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

_____ Title and duly authorized representative of

_____ Name of Professional Service Provider whose address is

in the City of _____, State of _____

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

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

SCHEDULE D

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

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

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

BY:

Name of Contractor (Print)



Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____