



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 (PS3081J)

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

WSP USA ENVIRONMENTAL & INFRASTRUCTURE, INC.

FOR

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081J)

Public Building Commission of Chicago

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

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| | |
| FIRM NAME: | WSP USA Environmental & Infrastructure, Inc. |
| CONTACT NAME: | Dean Tiebout |
| CONTACT TELEPHONE: | 312-617-8342 |
| CONTACT EMAIL: | dean.tiebout@wsp.com |
| ADDRESS: | 30 North LaSalle Street, Suite 400 Chicago, Illinois 60602 |

Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES – PS3081J

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 **WSP USA Environmental & Infrastructure, Inc.** with offices at 30 North LaSalle Street, Chicago, Illinois 60602 (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- PS3081J

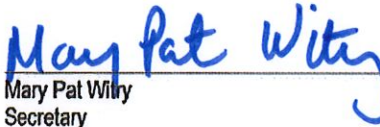
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Brandon Johnson
Chairman

Date: 2/6/2024

ATTEST:



Mary Pat Wity
Secretary

Date: 2/6/2024

CONSULTANT: WSP USA Environmental & Infrastructure, Inc.



President or Approved Signatory

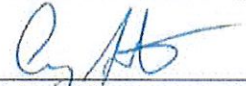
Date: 01/25/2024

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Jefferson

State of: Kentucky

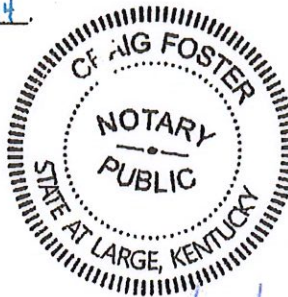
Subscribed and sworn to before me by Jim Shepard and WSP
on behalf of Consultant this 25th day of January, 2024.



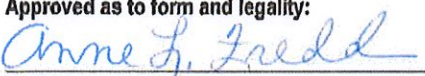
Notary Public

My Commission expires: 6/27/24

(SEAL OF NOTARY)



Approved as to form and legality:



Neal & Leroy, LLC

Date: 1/30/2024

**SCHEDULE A
TERMS AND CONDITIONS**

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

replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must, at all times, use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.

- d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
 - e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
 - f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.
 - g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **Duties and Obligations of Consultant.**
- a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.
 - b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on

any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_eccr_CodeofEthicsConsolApril-2013_20130405.pdf 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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WSP USA Environment Infrastructure, Inc.

LOADED HOURLY RATES

ENVIRONMENTAL CONSULTING SERVICES RENOVATION AND DEMOLITION - PS3081J

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 | \$ 155.00 |
| B Project Manager | Per hour | \$ 135.00 |
| C Field Services Supervisor | Per hour | \$ 100.00 |
| D Clerical | Per hour | \$ 65.00 |
| E Licensed Professional Engineer, PE | Per hour | \$ 185.00 |
| F Environmental Scientist (40hr HAZWOPPER) | Per hour | \$ 110.00 |
| G Environmental Technician | Per hour | \$ 90.00 |
| H CADD Operator | Per hour | \$ 85.00 |
| I Certified Industrial Hygienist | Per hour | \$ 140.00 |
| J Licensed Asbestos Management Planner | Per hour | \$ 100.00 |
| K Licensed Asbestos Project Manager | Per hour | \$ 105.00 |
| L Licensed Asbestos Air Sampling Professional | Per hour | \$ 90.00 |
| M Licensed Lead Inspector | Per hour | \$ 90.00 |
| N Licensed Risk Assessor | Per hour | \$ 90.00 |
| O Certified Hazardous Materials Manager | Per hour | \$ 115.00 |
| P Clerical/Administrative | Per hour | \$ 65.00 |
| Q [Insert Other Title Here] | Per hour | \$ - |
| R [Insert Other Title Here] | Per hour | \$ - |
| S [Insert Other Title Here] | Per hour | \$ - |
| Environmental Design Services | | |
| A Environmental Engineer P.E. | Per hour | \$ 160.00 |
| B CAD Specialist | Per hour | \$ 85.00 |
| C Drafting Technician | Per hour | \$ 70.00 |
| D Clerical/Administrative Staff | Per hour | \$ 65.00 |
| E Project Manager | Per hour | \$ 135.00 |
| F Sr. Project Designer | Per hour | \$ 164.00 |
| G Licensed Asbestos Designer | Per hour | \$ 140.00 |
| H Lead Design | Per hour | \$ 115.00 |
| I Hazardous Materials Design | Per hour | \$ 115.00 |
| 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)
4/26/2024

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017 | CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED WSP USA Environment & Infrastructure Inc. 1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144 | INSURER A: Zurich American Insurance Company NAIC # 16535 | |
| | INSURER B: Liberty Insurance Corporation 42404 | |
| | INSURER C: American Guarantee and Liability Ins Co 26247 | |
| | INSURER D: AXIS Surplus Insurance Company 26620 | |
| | INSURER E: XL Insurance America, Inc. 24554 | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER: 2084256489** **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 | ADDSUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|------------------|--|----------------------------------|----------------------------------|--|--------------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y Y | GLO 9835819-11 | 5/1/2024 | 5/1/2025 | EACH OCCURRENCE | \$ 3,500,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 3,500,000 |
| | | | | | | MED EXP (Any one person) | \$ 10,000 |
| | | | | | | PERSONAL & ADV INJURY | \$ 3,500,000 |
| | | | | | | GENERAL AGGREGATE | \$ 7,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| | | | | | | | \$ |
| B D | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y Y | AS7-621-094060-034 P-001-001008908-03 | 5/1/2024 5/1/2024 | 5/1/2025 5/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 5,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | XS COMB. SINGLE LIMIT | \$ 5,000,000 |
| C | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 250,000 | Y Y | AUC 00144386-08 | 5/1/2024 | 5/1/2025 | EACH OCCURRENCE | \$ 3,000,000 |
| | | | | | | AGGREGATE | \$ 3,000,000 |
| | | | | | | | \$ |
| B B B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y N/A | WA7-62D-094060-014 WA7-62D-095609-074 WC7-621-094060-914 | 5/1/2024 5/1/2024 5/1/2024 | 5/1/2025 5/1/2025 5/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | | | | | E.L. EACH ACCIDENT | \$ 2,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 2,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 2,000,000 |
| E | PROPERTY | | US00128642PR24A | 5/1/2024 | 5/1/2025 | PROPERTY | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION.
Project Number: CRM No. 230703. Project Description: Public Building Commission of Chicago - Environmental Renovation / Demolition Services (PS3081J). Property policy includes valuable papers coverage. 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 are included as Additional Insured with respect to the General Liability and Automobile Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability and Automobile Liability policies is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability, Automobile Liability and Workers Compensation / Employers Liability policies as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Umbrella follow forms. The General Liability includes Contractual Liability - Railroads as per endorsement CG 24 17.

| | |
|---|--|
| CERTIFICATE HOLDER Public Building Commission of Chicago Attn: Miguel Fernandez 50 West Washington Street, Room 200 Chicago IL 60602 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

APPROVED
JLB
10/7/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2024

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue, 28th Floor New York NY 10017 | CONTACT NAME: AJG Sevice Team PHONE (A/C. No. Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequest@ajg.com | FAX (A/C. No): 212-994-7074 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED WSP USA Environment & Infrastructure Inc. 1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144 | INSURER A : QBE Specialty Insurance Company | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES **CERTIFICATE NUMBER:** 735466038 **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 |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability CLAIMS-MADE | | | QPL0022630 | 11/1/2023 | 10/31/2024 | Per Claim Aggregate \$2,000,000 \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION
Project Number: CRM No. 230703. Project Description: Public Building Commission of Chicago - Environmental Renovation / Demolition Services (PS3081J).

| | |
|---|---|
| CERTIFICATE HOLDER Public Building Commission of Chicago Attn: Miguel Fernandez 50 West Washington Street, Room 200 Chicago IL 60602 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2024

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017 | CONTACT NAME: AJG Service Team | |
| | PHONE (A/C. No. Ext): 212-994-7020 | FAX (A/C. No.): 212-994-7047 |
| E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Steadfast Insurance Company | | 26387 |
| INSURED WSP USA Environment & Infrastructure Inc. 1075 Big Shanty Rd. Suite 100 Kennesaw, GA 30144 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 1688948526 **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 |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Pollution Liability CLAIMS MADE | | | CPL4846279-02 | 11/1/2023 | 11/1/2024 | Per Claim/Aggregate \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIRTY (30) DAYS NOTICE OF CANCELLATION
Project Number: CRM No. 230703. Project Description: Public Building Commission of Chicago - Environmental Renovation / Demolition Services (PS3081J).

| | |
|---|--|
| CERTIFICATE HOLDER Public Building Commission of Chicago Attn: Miguel Fernandez 50 West Washington Street, Room 200 Chicago IL 60602 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)



- While checking on a lead mitigation project, the contractor indicated that he had completed the work. The paint had bubbled in several areas, and our project manager onsite indicated that if the paint is not flaking, this does not mean it is not loose and requested additional work.

Reporting, Scheduling, Oversight and Cost Parameters

Demonstrated examples of our success in project budgeting, scheduling and quality control are the projects we have performed for the PBC, Chicago Public Schools, the City of Chicago, and many other clients. Many of our projects have been both well under budget (i.e., Southeast Investigations, Garvy and Kindergarten Modulares) and on schedule. We strive to control budgets and work with our clients to effectively perform the necessary work within the client’s budget. We meet client’s schedules for the performance of work to the best of our ability. Our quality assurance program ensures that deliverables and other products of our work are reviewed, and that review is documented.

Our Chicago office’s first commitment is providing appropriate, cost-effective solutions. To achieve this goal, we attract and retain professionals who are not only committed to quality and excellence but are cognizant of the practicalities of implementing a solution. Our professionals apply their skills effectively to complete projects within assigned budgets and to meet scheduled deadlines. We offer technical training, quality improvement programs, professional development, and fiscal training to assure our employees remain among the finest in the industry.

WSP project managers are encouraged to track budgets weekly using an online project summary that is updated weekly based on labor and subcontractor charges. Monthly, charges are reviewed against the project budget and invoices may be prepared. Project managers are encouraged to identify budget discrepancies to clients as soon as it is noted so that adjustments to scope or budget may be made.

WSP project managers and personnel plan to meet client’s schedule requirements. In setting up projects, deliverables and due dates are identified. Scheduled major deliverable dates are then tracked so that both personnel and project managers are aware of and responsive to the required schedule. Scheduling of personnel is performed using calendar and spreadsheet type tracking tools. Our project managers also understand that unexpected circumstances may require an expedited response and we try to be flexible and accommodating.

Key Personnel, Resumes, and Applicable Licenses

| | Years with Current Firm | Years in Environmental Industry | Asbestos Inspections | Lead Inspections | Hazardous Waste Inspections | Asbestos Abatement Design Drawing Preparation | Lead Abatement Design Drawing Preparation | Asbestos Abatement Specification Preparation | Lead Abatement Specification Preparation | Hazardous (and non-hazardous) Waste Removal Activity Oversight | Asbestos Abatement Oversight | Lead Abatement Oversight | QA/QC Technical Review |
|---|-------------------------|---------------------------------|----------------------|------------------|-----------------------------|---|---|--|--|--|------------------------------|--------------------------|------------------------|
| WSP | | | | | | | | | | | | | |
| Craig Cabrera Hazardous Waste Project Manager | 33 | 33 | | ✓ | | | ✓ | ✓ | ✓ | | | | ✓ |
| Tony Dappas, PG IDPH Licensed Asbestos Inspectors; Quality Control/ Assurance Individual | 16 | 38 | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | ✓ |



| | Years with Current Firm | Years in Environmental Industry | Asbestos Inspections | Lead Inspections | Hazardous Waste Inspections | Asbestos Abatement Design Drawing Preparation | Lead Abatement Design Drawing Preparation | Asbestos Abatement Specification Preparation | Lead Abatement Specification Preparation | Hazardous (and non-hazardous) Waste Removal Activity Oversight | Asbestos Abatement Oversight | Lead Abatement Oversight | QA/QC Technical Review |
|---|-------------------------|---------------------------------|----------------------|------------------|-----------------------------|---|---|--|--|--|------------------------------|--------------------------|------------------------|
| Lee Felski IDPH Licensed Asbestos Inspectors; IDPH Licensed Asbestos Air Sampling Professional/Project Manager | 8 | 30 | ✓ | | ✓ | | | | | ✓ | ✓ | | |
| Andrew Hastings Hazardous Waste Project Manager | 22 | 24 | | | ✓ | | | | | ✓ | | | |
| Mary E. Jank, PG Project Manager | 27 | 41 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Gustavo Pallares CADD | 19 | 24 | | | | ✓ | ✓ | | | | | | |
| Mike Smith, CIH Certified Industrial Hygienist | 18 | 34 | ✓ | | ✓ | | | | | ✓ | | | ✓ |
| A3 Environmental Consultants (WBE) | | | | | | | | | | | | | |
| Patrick Hook IDPH Licensed Asbestos Inspectors; IDPH Licensed Asbestos Air Sampling Professional/Project Manager | 2 | 17 | ✓ | ✓ | ✓ | | | | | ✓ | | | |
| Environmental Analysis, Inc.(MBE/WBE) | | | | | | | | | | | | | |
| Sara Abramowicz IDPH Licensed Lead Inspector, Lead Paint Abatement Specification Author; Lead Paint Abatement Drawing Partner | 30 | 30 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |



| | Years with Current Firm | Years in Environmental Industry | Asbestos Inspections | Lead Inspections | Hazardous Waste Inspections | Asbestos Abatement Design Drawing Preparation | Lead Abatement Design Drawing Preparation | Asbestos Abatement Specification Preparation | Lead Abatement Specification Preparation | Hazardous (and non-hazardous) Waste Removal Activity Oversight | Asbestos Abatement Oversight | Lead Abatement Oversight | QA/QC Technical Review |
|--|-------------------------|---------------------------------|----------------------|------------------|-----------------------------|---|---|--|--|--|------------------------------|--------------------------|------------------------|
| Peter Dennis IDPH Licensed Lead Inspector, Risk Assessor; Lead Paint Abatement Specification Author; Lead Paint Abatement Drawing Partner | 20 | 27 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Patrick Hrycyk IDPH Licensed Lead Inspector; One Certified XRF Operator; Lead Paint Abatement Specification Author; Lead Paint Abatement Drawing Partner | 6 | 16 | ✓ | ✓ | | | | | ✓ | | ✓ | ✓ | |
| Ian Jarrett IDPH Licensed Lead Inspector; One Certified XRF Operator; Lead Paint Abatement Specification Author; Lead Paint Abatement Drawing Partner | 15 | 23 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| David Sloman IDPH Licensed Asbestos Designer; IDPH Licensed Asbestos Management Planner | 26 | 26 | ✓ | | | ✓ | | | | | | | |
| Yung Environmental, Inc. (MBE/WBE) | | | | | | | | | | | | | |
| Salvatore Consalvi Hazardous Waste | 13 | 28 | | | ✓ | | | | | ✓ | | | |
| Carmen Yung Hazardous Waste | 15 | 36 | | | ✓ | | | | | ✓ | | | ✓ |



SARA ABRAMOWICZ

President

Office: (312) 491-8800

Cell: (312) 671-2226

sara@eanalysisinc.com

1994 to Present

Environmental Analysis, Inc.,

Chicago, IL,

President

As owner and officer of Environmental Analysis, Inc., Mrs. Abramowicz is directly involved in all aspects of the company. Ms. Abramowicz services and maintains relationships with existing clients as well as markets and develops new client relationships. Ms. Abramowicz is responsible for field staff training and development, technical proposals, marketing and supervision of field professionals. Ms. Abramowicz serves as a client contact liaison as it relates to QA/QC for field services, documentation and reporting. Ms. Abramowicz has over 26 years of prior experience and is directly involved in Project Management Services ranging from Environmental Assessments, Risk Evaluation and Management, Cost Evaluation and Budget Development, Schedule Impact, Record Management for various construction projects. These projects include but are not limited to; school buildings, hospitals, museums, churches, public housing and utility providers.

2005 to Present

Metro Technology Laboratory

Chicago, IL

President

Mrs. Abramowicz founded Metro Technology Laboratory (MTL) in 2005, with the focus on providing analytical laboratory for Asbestos Fiber Analysis using Polarized Light Microscopy (PLM), Phase Contrast Microscopy (PCM) and the analysis of lead through airborne dust testing method NIOSH 7082 and dust by wipe analysis by analysis by method ASTM E-1613 and ASTM #-1644. With her management skills, Ms. Abramowicz was instrumental in interviewing and hiring the required staff, developing standard operating procedures, document management procedures, budgeting for the purpose of wages and equipment purchase, and the inventory tracking system necessary to get the laboratory operating and meet the requirements to receive National Voluntary Laboratory Accreditation (NVLAP) and AIHA Laboratory Accreditation Programs, ongoing compliance with ISO/IEC 17025;2005 and AIHA-LAP requirements.

Gilbane Building Company 2015 – 2016

Sr. Project Manager

EAI conducted Project Management Services for Gilbane for their Chicago Housing Authority (CHA) Program Management Project. Sara Abramowicz and her team were directly involved in Project Management Services ranging from Environmental Assessments, Program Sub-Consultants Document Review, Regulatory Compliance, Specification Development, Environmental Risk Evaluation and Management, Cost Evaluation and Budget Development, Schedule Impact, and Record Management Services for various CHA construction projects.

AT&T Services, Inc. 2011 - Present

Sr. Project Manager

EAI provides Project Management Services for AT&T Services, Inc. associated with building renovations, additions and building repair services. Sara Abramowicz and her team are directly involved in Project Management Services ranging from Project Design and Scope of Work Development, Environmental Risk Evaluation and Management, Project Cost Evaluation and Budget Development, Schedule Impact, Record Management for various construction projects through-out Illinois, Indiana and Wisconsin.

Public Building Commission – Chicago Vocational Career Academy 2014

Sr. Project Manager

Through an interview process, out of 4 companies, EAI was selected by PBC, CPS and Terracon Representatives to provide Environmental Coordination and Management services for the 60-million-dollar phase I CVCA Renovation/Demolition Project. For this project, Sara Abramowicz and her team were directly involved in Project Management Services ranging from Environmental Assessments, Sub-Consultants Document Review, Regulatory Compliance, Environmental Risk Evaluation and Management, Cost Evaluation and Budget Development, Scheduling and Record Management Services for the project.

Public Building Commission – General Services Pool 2015 - Current

Environmental Engineering Services

Sr. Project Manager

EAI provides Project Management Services for the Public Building Commission of Chicago associated with building renovations, additions and new construction services. Sara Abramowicz and her Verde2 team are directly involved in Project Management Services ranging from Project Design and Scope of Work Development, Environmental Risk Evaluation and Management, Project Cost Evaluation and Budget Development, Schedule Impact, Record Management for various construction projects through-out the city of Chicago, This work includes school and Library Construction/Renovation projects.

EDUCATION

Daley College – Associates, Business Law
Goldman Sach's 10,000 Small Business MBA

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

Illinois Department of Public Health Certifications:
IDPH Licensed Asbestos Project Manager (100-6129)
IDPH Licensed Air Sampling Professional (100-6129)
IDPH Licensed Asbestos Inspector (100-6129)
IDPH Licensed Lead Paint Inspector (L-5183)
Certified Asbestos Management Planner (2007)
Certified in Radiation Safety and Monitoring Niton XRF Analyzer (2006)
40-Hour Hazardous Waste Operations and
Emergency Response Supervisor Training (2000)
Animal Excrement Abatement Training (2001)
McCrone Research Institute – NIOSH 582 Sampling and Evaluating Airborne Asbestos Dust
McCrone Research Institute - Indoor Air Quality: Fungal Culture Plate Identification (2002)
McCrone Research Institute - Indoor Air Quality: Microscopy of Dust, Spores & Pollen (2001)
McCrone Research Institute – Applied Polarized Light Microscopy (2002)
MICA – Advanced Asbestos Identification Using Polarized Light Microscopy (2019)

REFERENCES

LeeAnn Thomas-Foster, Chicago City Executive – Arcadis U.S. 200 S. Michigan Ave, Suite 2000
Chicago, IL 60604 / leeann.Tomas-Foster@arcadis.com
Mary Jank, PG – Wood Engineering 8745 W. Higgins Rd., Chicago, IL 60631 /
mary.jank@woodplc.com
Patty Culbertson, Design & Construction Sr. Project Manager – AT&T Real Estate Organization
225 W. Randolph 13B350 Chicago, IL 60606 / pc2814@att.com
Richard Schleyer, Deputy Director of Construction – Public Building Commission of Chicago
(PBCC) 50 W. Washington St., Room 200 Chicago, IL 60602 /
Richard.Schleyer@cityofchicago.org



CRAIG CABRERA, PG SENIOR SCIENTIST

Firm Name

WSP

Experience

Industry: 1990

WSP: 1990

Education

BS, Biological Sciences, University of Illinois, 1989

Professional Registrations

Professional Geologist, IL No. 196-000128

Training and Certifications

OSHA Hazardous Waste Site Supervisor (#29CFR 1910.120)

OSHA Hazardous Waste Site Worker Training (#29 CFR 1910.120)

First Aid / CPR Certified

Office Location

Chicago, Illinois

Career Summary

Craig is a Senior Scientist with 33 years of professional experience as an environmental consultant serving in a variety of technical and managerial roles for commercial and industrial clients. Craig has managed a wide variety of projects that include soil and groundwater investigations and remediation; removal, remediation and closure of underground storage tank systems, hydraulic lift systems and oil/water separator systems; and Phase I Environmental Site Assessments and Phase II Environmental Site Assessments for due diligence purposes in support of property transfers, mergers, and acquisitions.

Project Experience

Construction Air Monitoring: Locke School Renovation and Roof Repair, Public Building Commission, Chicago, Illinois – Craig was responsible for construction inspection and air monitoring services. He sampled lead in air, respirable dust, total dust, and respirable silica in conjunction with construction activities for which reports of excess dust were received. He conducted lead based paint and asbestos testing in the existing school in support of the renovation of the existing school and repair of de-ver beam supported roof trusses. He provided design drawings and specifications and oversight of asbestos removal and lead paint abatement where required.

Project Scientist: Walter Payton Prep High School Annex, Phase I and II, Public Building Commission of Chicago, Illinois – Craig was responsible for submittal review and oversight of investigation, design, and remediation activities at a parking lot adjacent to a Chicago high school. The objective of the project was the development of the parking lot into an annex connected to the existing school. Closure under Illinois Site Remediation Program with remediation performed in conjunction with site preparation for annex construction.

Program Manager: Environmental Services, Nationwide Service Facilities, Sears Holdings Management Corporation – Craig served as the program manager for all national WSP offices providing specifications development, cost estimates, contractor bid analysis and selection, project direction, technical guidance, report review, administrative functions, and serving as the prime point-of contact with the Sears Program Director and supporting staff. Craig provided project management on a nationwide basis for environmental services at over 200 facilities since 1995. Environmental services included: Phase I Environmental Site Assessments; Phase II Environmental Site Assessments; removal and remediation of automotive and elevator hydraulic lift systems; removal and remediation of underground storage tanks and oil/water separators; soil and groundwater investigations and remediation; and technical environmental consultation.

Project Manager: Environmental Services, Bank Facilities, Confidential Client, Northern Illinois – Craig was responsible for managing environmental services, coordinating fieldwork and scheduling, report production and review, and developing project proposals and budgets. Environmental services included Phase I Environmental Site Assessments and Phase II Environmental Site Assessments.



CRAIG CABRERA, PG (continued) SENIOR SCIENTIST

Project Manager: Environmental Services, Avaya Inc., Montgomery, Illinois - Craig was responsible for managing environmental services, coordinating field work and scheduling, and developing project proposals and budgets. He completed environmental services to assist Avaya with compliance with the Illinois Environmental Protection Agency Resource Conservation and Recovery Act and Remedial Action Plan Permit for the post-closure care for metal and volatile organic compound (volatile organic compound) impacts at the southern portion of this site and closure of volatile organic compound impacts to soil and groundwater at the northern portion of the site under the Illinois Environmental Protection Agency Site Remediation Program. Environmental services included quarterly and subsequently semi-annual groundwater monitoring for both the north and south parcels and maintenance of an asphalt cap that serves as an engineered barrier over a Resource Conservation and Recovery Act Corrective Action Management Unit on the south parcel.

Project Manager: Underground Storage Tank Removal, Dean Dairy Holdings, LLC, Huntley, Illinois - Craig developed work plans, managed contractors, and coordinated scheduling. He managed staff for the removal of one-10,000-gallon fuel oil underground storage tank from an active commercial facility. Additionally, he coordinated notification and reporting with the Illinois Office of the State Fire Marshal. He served as a reviewer for the closure report of the site.

Project Manager: Environmental Services, Loparex Plant, UPM Kymmene Corporation, Iowa City, Iowa - Craig was responsible for managing environmental services, coordinating field work and scheduling, and developing project budgets. He coordinated Phase I Environmental Site Assessment, subsurface investigations, and groundwater monitoring, at a 15-acre paper coating manufacturing facility. He completed investigative activities to determine the vertical/lateral extent of impacts detected in soil and groundwater. His evaluation included the completion of a Risk Evaluation and Response Action Plan which was submitted to the Contaminated Sites Section of the Iowa Department of Natural Resources Land Recycling Program with the intent to receive a No Further Action designation for the property.

Project Manager: Phase I Environmental Site Assessments, Various Clients, Various Locations - Craig performed Phase I Environmental Site Assessments associated with property transactions for industries, law firms, real estate offices and private owners throughout the country. He managed and coordinated multiple site portfolios for national clients with the largest portfolio consisting of 51 Phase I Environmental Site Assessments completed nationwide within a four-week time period. Craig managed WSP offices, staff, and resources nationwide for multiple projects simultaneously. He conducted assessment services that included visual inspections for potential environmental liabilities such as underground storage tanks, chemical storage, suspected water/wastewater contamination and hazardous materials/waste storage. With that information, he prepared final reports that included documenting findings, historical and regulatory information, and conclusions and recommendations.

SALVATORE CONSALVI, P.G.

Project Geologist

EDUCATION

Purdue University: B.S. Geology

CERTIFICATION

Professional Geologist, Florida
OSHA 40-Hour HAZWOPPER Training
US Forest Service Radio Operator
Wildland Firefighter Type II
Prescribed Fire Crew Member

SUMMARY OF QUALIFICATION

Mr. Consalvi is a registered Professional Geologist and has more than 30 years experience in environmental consulting services. Mr. Consalvi has extensive field experience in performing site assessments and remediation. He has performed numerous hydrogeological studies, soil and groundwater sampling, construction and remediation oversight, remedial investigation and feasibility studies at complex industrial and RCRA sites, leaking underground storage tank sites, landfills and naval stations. In addition to environmental investigations, Mr. Consalvi's other expertise includes geotechnical investigations and concrete testing, aquifer testing, hydric soil investigations, wetland delineations, air sampling and asbestos abatements.

EXPERIENCE

Mr. Consalvi has performed numerous Phase I ESAs at commercial and industrial properties involving real estate transactions. Due to his vast environmental consulting experiences, he can identify recognized environmental issues and liabilities involved, and advise clients with problem solving solutions.

Mr. Consalvi has managed asbestos abatement projects in educational, commercial, and health care facilities.

Mr. Consalvi was the field operations leader for an extensive Remedial Investigation/Feasibility Study at the US Naval Air Station. He managed field operations, conducted subsurface soil and groundwater sampling, aquifer testing, prepared investigation reports and served as the liaison for state and federal agencies. He also conducted Remedial Investigations at Glenview naval Air Station.

Mr. Consalvi has developed Post Closure Care Plans for municipal landfills in Illinois and conducted landfill closure activities.

Mr. Consalvi has also performed numerous geotechnical investigations and concrete testing for Illinois Department of Transportation properties. Mr Consalvi's other experiences include risk-based assessments for leaking underground storage tanks sites, hydric soil investigation for wetland delineations and waste water sampling.



TONY DAPPAS, PG GEOLOGIST

Firm

WSP

Experience

Industry: 1985
WSP: 2007

Education

BS, Geology,
Eastern Illinois
University, 1985

Professional Registrations

Professional
Geologist, WI
(590-13)

Licensed Asbestos
Professional, IL (100-
11491), WI, and IN

Additional Training

40-Hour OSHA
Hazardous Materials
Worker Trained

AMTRAK, NS, and
CSX Railway Worker
Safety Trained

e-RailSafe
Certification

CPR and First
Aid Certified

Professional associations

Association of
Engineering
Geologists

Languages

English

Office location

Chicago, Illinois

Career Summary

Tony has 37 years of multidisciplinary environmental experience, including due diligence for acquisition and divestiture, Comprehensive Environmental Response, Compensation, and Liability Act remedial investigations/feasibility studies, Resource Conservation and Recovery Act corrective action and groundwater monitoring programs, brownfield redevelopment, site assessment and environmental liability evaluation, environmental management, and impact assessment. Tony has prepared and implemented numerous work plans and field investigations for Toxic Substances Control Act, Resource Conservation and Recovery Act, and Comprehensive Environmental Response, Compensation, and Liability Act projects; soil and groundwater remediation projects; and polychlorinated biphenyls remediation projects. Tony has asbestos project management and quality assurance experience for projects involving state and local municipalities and industrial/commercial clients.

Project Experience

Project Manager: Dow Chemical/Rohm & Haas, Kankakee, Illinois - In-Situ Chemical Injection and Bioremediation Utilizing Enhanced Reductive Dechlorination

Techniques - Developed feasibility studies, remedial action plans and implemented a soil and groundwater remediation system for a former Dow Chemical site located in Kankakee, Illinois. The site is impacted by chlorinated solvents in fractured bedrock and petroleum hydrocarbons and other priority pollutants. Enhanced reductive dechlorination is a type of enhanced in situ bioremediation used to promote anaerobic biological dechlorination of chlorinated solvents in the subsurface, both by direct and cometabolic degradation processes. Enhanced reductive dechlorination involves the delivery of amendments (biostimulation) and specialized bacteria (bioaugmentation) into the subsurface to stimulate specific dechlorinating biodegradation reactions. In addition to enhanced reductive dechlorination, conventional pump and treatment remediation methods were used. Tony has applied cost-effective in-situ remedial technologies including air sparging, enhanced bioremediation, and monitored natural attenuation. Tony has utilized groundwater models to characterize aquifer conditions and determine the fate and transport of contaminants of concern. He has also been responsible for system performance evaluations, and regulatory compliance monitoring and reporting under Illinois Environmental Protection Act Part 740 (Site Remediation Program) and Part 742 (Tiered Approach to Correction Action).

Project Manager: Dow Chemical/Rohm & Haas. Operations & Maintenance, Rohm and Haas Company, Kankakee, Illinois - Responsible for periodic consultation with the system operating contractor, and the preparation of semi-annual system performance reports to Illinois Environmental Protection Act. These reports include: (1) system operating summaries, (2) system performance (volatile organic compounds removal efficiencies), (3) compliance with permitted effluent limitations, (4) evaluation of trends in groundwater constituent concentrations, and (5) evaluation of interceptor trench hydraulic performance (through capture zone analysis and evaluation of down gradient water quality monitoring data). Also involved in the development of in situ remedies to address residual areas of elevated chlorinated solvents in upgradient areas. Operation



TONY DAPPAS, PG (continued) GEOLOGIST

and maintenance of a groundwater recovery and treatment system at the former chemical production and solvent reclamation facility in Kankakee, Illinois. The recovery system consists of a 3,000 feet collection/interceptor trench and a 50-gallons per minute treatment system comprised of equalization/settling, pressure filtration, and granular activated carbon and ion exchange unit processes, followed by permitted discharge to a small tributary of the Kankakee River.

Project Manager: Phase II Environmental Site Assessment, GE Consumer & Industrial, Inc., DeKalb, Illinois - Project manager for cleanup at a former manufacturing facility. Performed Phase I environmental site assessment. Designed and authored work plan based on previous investigations, which was subsequently approved by Illinois Environmental Protection Agency. Implemented work plan that entailed removing soil from areas in and surrounding the building and a groundwater investigation.

Project Manager: CSXT, Portage, IN, 5477 MP BI 237.2, CSX Transportation, Inc., Portage, Indiana - Responsible for a diesel fuel release estimated in excess of 2,000 gallons impacting a city park. Directed investigation, documented remedial activities, served as regulatory liaison, and prepared the necessary reporting for the Indiana Department of Environmental Management. Site closed within two years of the reported spill.

Project Manager: Emergency Response, Diesel Release, CSXT, Gary, Indiana - Responsible for management of the incident response team, regulatory interaction with the on-scene coordinator during the response, and financial controls to track expenditures during the response. WSP responded to an incident involving a derailment of a rail car train in April 2014. A total of approximately 2,450 gallons of red-dyed off-road diesel fuel was released to the ground surface. Tasks included containing the release, delineating areas of impact, removing impacted media (2,560 tons of soil, debris, etc), recovering 900 gallons of liquid (diesel fuel and water) from impacted areas and a French drain, disposal of impacted media, conducting a site survey, soil screening and collecting confirmatory soil sampling activities, transport and disposal of residual lading and green waste (downed trees, etc), and site restoration activities (grading, replacement of disturbed materials with 889 tons of backfill, and hydro-seeding).

Project Manager: Remediation and Operations & Maintenance, ExxonMobil, Various Locations, Illinois, Indiana, and Minnesota - Responsible for day-to-day project management directing the environmental programs for ExxonMobil. In the Midwest region WSP is directing the environmental programs for ExxonMobil, with locations in the Midwest, for the purpose of: 1) developing & integrating ExxonMobil's health and safety program of principles/practices and management systems into business operations and former terminal sites, 2) providing technical support & resource coordination for global real estate and business transactions, and 3) management of projects/portfolio of environmental remediation liabilities and financial reserves.

Project Manager: Remediation Management, Peoples Gas & Light/Henkels & McCoy Inc. Chicago, Illinois - A natural gas utility company in Chicago (Peoples Gas & Light) is replacing approximately 600 miles of natural gas lines in residential, commercial, and industrial areas throughout the city of Chicago corporate boundary limits. The following functions are being conducted. 1) Historic site-use reviews in areas of commercial and industrial use where there is a potential for encountering environmental impacts; 2). Perform preliminary special waste and hazardous waste assessments in areas/zones where work is being performed; 3). Sample and inspect properties or locations for asbestos-containing materials; 4). Evaluate on-site electrical transformers for polychlorinated biphenyls and sample natural gas meters for mercury; 5). Recommend compliance strategies; 6). Perform subsurface investigation(s) to characterize the nature and extent of environmental impacts identified during initial stages of the site investigation. Then monitor, sample, and analyze on-site soils and groundwater, and recommend site remediation options. 7). Perform remedial actions at properties identified as impacted in areas where natural gas mains are being removed/replaced; 8). Excavate and remove impacted soils; 9). Use Illinois Environmental Protection Agency regulations (i.e., Tiered Approach to Correction Action) by conducting a risk analysis to remediate soil and groundwater issues related to the various sites.

Project Manager: Multi-Phase Extraction System: Amtrak Lumber Street Yard, Chicago, Illinois - Designed, prepared technical specifications, and selected various remediation contractors to install a multi-phase extraction system at Amtrak's Lumber Street Yard in Chicago, Illinois. The system is designed to remove No. 2 fuel oil from



TONY DAPPAS, PG (continued) GEOLOGIST

subsurface soils and groundwater to prevent diesel fuel from migrating to the adjacent South Branch of the Chicago River. With 22 extraction wells utilizing AutoTraker™ devices and QED product recovery pumps, the wells are connected to a piping manifold that terminates in a steel, built structure that processes the extracted vapor and fluids. The process involves the initial separation of vapors and fluids through the use of a vapor/liquid separator vessel and 225 CFM blower. The vapors are transmitted through a heat exchanger and activated granulated carbon canisters and discharged to the atmosphere. The extracted groundwater is then sent through an oil/water separator to remove oil from groundwater. Groundwater is pumped to a dissolved air flotation treatment system on-site and eventually to the Metropolitan Water Reclamation District industrial sewer for additional treatment. All air, wastewater discharge, and construction permits were approved prior to construction.

Project Manager: Interior Building Demolition, General Electric, Cicero, Illinois - Interior demolition of the former Hotpoint appliance plant located in Cicero, Illinois. The 800,000 square-foot facility formerly operated as an appliance manufacturing site and operated between 1930 to 2008. WSP performed a building-wide facility characterization to identify universal waste and other potentially hazardous and/or regulated materials. During the period of July 2012 through December 2012, Tony managed, implemented, and conducted interior environmental removals/demolition at the GE facility with a demolition contractor selected through a competitive bidding process. The project included removal of universal waste from the interior of the building, non-structural demolition activities, and transportation and disposal of universal and Toxic Substances Control Act waste. The materials removed as part of the universal waste included: mercury and halogen vapor lights, non-polychlorinated biphenyls and polychlorinated biphenyls ballasts, transformers and transformer fluids, miscellaneous fluids (hydraulic fluids, oily water), and chlorofluorocarbons-containing equipment (refrigerators, water coolers, etc). Upon placement in appropriate shipping containers, the waste was transported under various manifests and properly disposed at pre-approved landfills and other disposal facilities.

Staff Geologist: Site Investigation at Canadian Pacific Railyard Site, Minneapolis, Minnesota - Managed soil and groundwater investigations at an industrial site for Canadian Pacific Railway. Provided management of monitoring well installation, groundwater sampling, groundwater plume delineation, technical report writing, agency negotiation, and budget development and tracking. Designed monitoring wells to be screened at the water table, at intermediate depths, within deep unconsolidated units, and within bedrock units, in an attempt to characterize both the vertical and horizontal extent of a large groundwater contaminant plume. Coordinated the installation of low flow sampling equipment in up to 22 wells for use in regular semi-annual groundwater sampling events.

Staff Geologist: Water Treatment System Evaluation and Design, Phase I Engineering, Procurement, and Construction Management Kearn Mine, Imperial Oil Resources Ventures Limited, Alberta, Canada - Assisted Imperial Oil Resources Ventures Limited to identify and procure a portable water quality treatment unit capable of treating bitumen impacted water generated during mine dewatering/depressurization and hydrogeologic testing. The unit accounted for winter weather conditions and remoteness of site.

Staff Geologist: Former Fueling Facility, Duluth International Airport, Duluth, Minnesota - Assisted the City of Duluth Aviation Department in design and assessment of an enhanced biosparging system. The system was installed to remediate a Jet-A fuel free-product layer up to 10 feet thick in the source area(s). The 2.4-acre pilot demonstration project consisted of soil vapor extraction, pulsed air sparge system capable of delivering 1,500 cfm of air, and a water and nutrients injection system. Delivery of oxygen, water and nutrients was demonstrated to expedite remediation free-product and pulsing air was shown to increase mixing and the radius of influence.

Staff Geologist: Metal Fabrication Facility, Marmon Industries, Columbus, Indiana - Designed and constructed a soil vapor extraction and air sparging system at an active industrial facility impacted by chlorinated solvents. The remediation system, installed both inside and outside of an active manufacturing facility, achieved the closure criteria for soil cleanup levels within two years of active soil vapor extraction, in concert with using various risk assessment techniques. A no-further-action determination from the state of Indiana was obtained after reviewing the results of confirmatory soil and soil gas investigations. Furthermore, it was demonstrated that natural attenuation was limiting off-site migration, thus reducing or eliminating the need for expensive off-site remediation.



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

TONY R DAPPAS
 39W 360 WEST HALADAY LANE
 GENEVA, IL 60134

6/1/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11491

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

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

| | | | | |
|---|--------------------------------------|---|--|---|
|  <p>ASBESTOS PROFESSIONAL LICENSE</p> | | | <p>ENDORSEMENTS</p> <p>INSPECTOR</p> | <p>TC EXPIRES</p> <p>5/12/2024</p> |
| <p>ID NUMBER</p> <p>100 - 11491</p> | <p>ISSUED</p> <p>6/1/2023</p> | <p>EXPIRES</p> <p>05/15/2024</p> | | |
| <p>TONY R DAPPAS 39W 360 WEST HALADAY LAN GENEVA, IL 60134 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
 EMAIL Address: dph.asbestos@illinois.gov

PROTECTING HEALTH, IMPROVING LIVES
Nationally Accredited by PHAB

Indiana Department of Environmental Management
100 N. Senate Avenue
Mail Code 61-52 IGCN 1003
Indianapolis, IN 46204-2251



June 16, 2023

000003

Tony Dappas
39W360 W Haladay Ln
Geneva IL 60134

Re: Asbestos Inspector # 19A010359

Based upon the review of your license application, the Office of Air Quality has determined that you have fulfilled the requirements of 326 IAC 18 and are eligible for licensing in the following discipline:

Asbestos Inspector

Your Asbestos Inspector license is attached below. The license is waterproof and tear resistant. Please sign your license and do not laminate or alter your license in anyway. Your license must be available for review at all times while implementing an asbestos project. This license may be revoked, pursuant to 326 IAC 18-2.1-5, if you:

- (1) Violate any requirements of these rules (326 IAC 18), 326 IAC 14-10, or any requirement of the Asbestos-Containing Materials in Schools Rule or any other federal, state, or local regulation pertaining to asbestos in buildings or to asbestos projects.
- (2) Falsify information on your application for licensing.
- (3) Fail to meet any qualifications specified in 326 IAC 18-2.1-2.
- (4) Conduct asbestos project, or related asbestos handling activity, in a manner which is hazardous to the public health.

Your license is valid effective 06/16/2023, and will expire on 06/16/2024, as indicated on your card. NOTE: 326 IAC 18-2.1-2 and 326 IAC 18-2.1-4(e) require that any individual who has a twenty-four (24) month lapse between any two training courses of the same discipline to attend an initial training course for the discipline in which they are seeking a license. In order to avoid re-taking the initial training course you must have attended a refresher in the discipline you are seeking a license within twenty-four (24) months from the date of issuance of your last training course certificate.

Office of Air Quality, Asbestos Licensing Section (317) 233-3861



Indiana Dept. of Environmental Management

Tony Dappas

Asbestos Inspector License #: 19A010359

| | |
|-------------------------------|-------------------------------|
| Effective: 06/16/2023 | Expiration: 06/16/2024 |
| Birth Date: 08/07/1962 | Gender: M |
| Height: 6-00 | Eye Color: Hazel |
| Weight: 225 | Hair Color: Brown |

Tony Evers
Governor



State of Wisconsin
Department of Health Services

Fax: 608-267-2832
TTY: 711 or 800-947-3529

Karen E. Timberlake
Secretary

Congratulations! Your new certification card is enclosed. ¡Felicidades! Se incluye su nueva tarjeta de certificación.

Keep your card (or a copy of it) with you on job sites. This may be a digital copy, like a photo on your phone.



Mantenga su tarjeta (o una copia de ésta) con usted en los lugares de trabajo. Ésta puede ser una copia digital, como una foto en su teléfono.

Work safely using the methods you learned in class.



Trabaje de manera segura utilizando los métodos que aprendió en clase.

Work for a certified company. Both company and individual certification are required.



Trabaje para una empresa certificada. Se requiere tanto la certificación de la empresa como la individual.

Don't do regulated work after your card expires.



No haga trabajos regulados después de que su tarjeta caduque.

Contact us with questions. Contacte con nosotros si tiene preguntas.

Lead and Asbestos Certification Program
DHSAbestosLead@wi.gov
www.dhs.wi.gov/asbestos
www.dhs.wi.gov/lead
(608) 261-6876

We recommend taking a clear photo of your card and keeping it stored on your phone as back-up proof of on-site certification.



ASBESTOS INSPECTOR

Issued By

STATE OF WISCONSIN

Dept. of Health Services

Tony R Dappas
39w360 W Haladay Ln
Geneva IL 60134-4849

| | | | |
|------------|-----------------|------------|--------|
| | | 230 lbs | 6' 01" |
| AII-123365 | Exp: 05/12/2024 | 08/07/1962 | |

Training due by: 05/12/2024



Peter F. Dennis

pete@eanalysisinc.com

Vice President of Operations

Cell Phone – (708) 277-8292

PROFESSIONAL QUALIFICATIONS

Mr. Dennis is currently the Vice President of Operations for Environmental Analysis Inc. Mr. Dennis has more than 27 years of diversified environmental management experience, including environmental planning, resource management, staff scheduling, project management, building inspections, problem solving, and environmental monitoring of more than one hundred environmental remediation projects. He has managed environmental projects at public and private schools, government facilities, production facilities, petroleum refineries, and public housing.

For the past 20 years, Mr. Dennis has held senior management positions with operational responsibilities for staff management, client and business development, equipment and resource management. Mr. Dennis is currently directly accountable for achieving revenue growth, controlling costs, and employee management. Mr. Dennis has a comprehensive knowledge of regulatory requirements on a local, state and federal level, as well as strong

communications skills.

EDUCATION

Two years at Thornton Community College, South Holland, Il, Applied Science
Thornwood High School, South Holland, Il

REGISTRATIONS/CERTIFICATIONS

Illinois Department of Public Health Licensed Asbestos Project Manager
Illinois Department of Public Health Licensed Air Sampling Professional
Illinois Department of Public Health Licensed Asbestos Inspector
Illinois Department of Public Health Licensed Lead Paint Inspector/Risk Assessor
40 Hour Hazardous Waste Operations and Emergency Response Supervisor Training
OSHA 30 Hour General Industry
NIOSH 582 Airborne Asbestos Sampling and Evaluation Techniques
Certified in Radiation Safety and Monitoring RMD XRF Analyzer (2002)
Radiation Safety Awareness (2006)

EXPERIENCE AND BACKGROUND

2013 - Current

Vice President of Operations, Environmental Analysis Inc, Chicago, Illinois

2007 – 2013

Director of Operations, Environmental Analysis Inc, Chicago, Illinois

EAI | 1612 W. Fulton Street, Chicago, IL 60612 | office@eanalysisinc.com | eanalysisinc.com | 312.491.8800

Page 1 of 6

2000 – 2006

Senior Project Manager/Team Manager, Carnow, Conibear & Assoc., Ltd., Chicago, Illinois

1992 – 1999

Team Leader, Carnow, Conibear & Assoc., Ltd., Chicago, Illinois

Management

During his career, Mr. Dennis has been and continues to be responsible for the management of staff work activities both in-house and field based. The management of staff includes; scheduling, budget tracking, regulation and scope of work adherence and compliance, record keeping, documentation review and project close out.

Project Experience

Chicago Public Schools (CPS) Chicago, IL 2000 – 2006

- While working for Carnow, Conibear & Assoc., Ltd. during years 2000 – 2006, Mr. Dennis was the Senior Project Manager/Team Manager who managed and conducted oversight activities of environmental consultants working on CPS projects in Regions 3 and 4. Mr. Dennis was responsible for the attendance of project design meetings where program managers, architects, engineers, and construction managers discussed project specific details and reviewed design drawings and plans. Through information obtained during the meetings, Mr. Dennis identified ways to reduce impact to environmentally regulated materials providing cost saving for the CPS by minimizing the need for environmental remediation whenever possible. Mr. Dennis also conducted emergency responses and other consulting services for environmental situations including asbestos, lead-based paint, PCBs, pigeon excrement, mercury, and IAQ projects.
- Mr. Dennis worked closely with Program Managers, school Principals and building engineers during environmental work activities to minimize disturbance and disruption during school related activities. Mr. Dennis met with concerned staff and parents when requested by Program Managers to discuss planned environmental work and the methods and engineering controls utilized to protect the building occupants during the work activities.
- Mr. Dennis managed field staff responsible for on-site investigations and sample collection from identified presumed hazardous materials for use in the development of environmental design documents associated with each CIP project. Mr. Dennis was responsible for the scheduling and oversight of the asbestos building inspectors conducting AHERA required Three Year Asbestos surveys for the CPS. Mr. Dennis reviewed documentation prior to Management Planner Review and data base entry.
- Mr. Dennis aided licensed Asbestos Project Designers in the development of environmental design documents, scope of work details and bid packages associated with each CIP project. Mr. Dennis developed scope of work documents from information gathered during project design meetings, environmental data obtained through site investigations and sample analysis data, and drawings provided by architects and engineers.
- Mr. Dennis produced environmental cost estimates and managed the delivery of finalized environmental scope of work documents to all recipients. Mr. Dennis attended pre-bid walk-through meetings with contractors and answered questions associated with the environmental scope of work. When necessary Mr. Dennis met with contractors prior to contract award to verify their understanding of the environmental scope of work details and projected work schedule.

- Mr. Dennis managed and scheduled field staff and subcontractors responsible for on-site project management and sampling conducted during environmental associated work activities. Mr. Dennis verified that oversight activities and sampling were conducted efficiently while meeting regulatory and contractual requirements. Mr. Dennis met with Program Managers, Project Managers, Architects, Engineers and school representatives to discuss work progress, planned scheduling objectives and building use, and to discuss any concerns that may arise during the work activities.
- Mr. Dennis managed the review process and completion of final reports generated at the conclusion of environmental work activities. Mr. Dennis verified that reports and documentation included all required documents and data and that the information was correct and accurate. Mr. Dennis made sure that the reports were dispersed to the appropriate parties within the required timeframe.
- Mr. Dennis managed the budgets of all environmental services conducted by CCA for the CIP program. Mr. Dennis was responsible to manage all services provided with the funds approved through the PIF process. Mr. Dennis developed an Excel spreadsheet to track all hours used and expenses generated for each individual project assigned. Mr. Dennis also utilized the spreadsheet to track and monitor adherence of minority participation requirements of the overall contract.
 - Contact: Ms. Lynn Crivello, 125 S. Clark Street, 17th Floor, Chicago, IL (773) 553-3113
- **Art Institute of Chicago, Chicago, IL 2007 - Current**
 - Mr. Dennis manages all work activities conducted by EAI at the Art Institute of Chicago and associated facilities. EAI's work activities include building and/or property surveys and sample collection of all identified potential hazardous building materials that may be disturbed during renovation/demolition activities. These materials include; lead-based paint, asbestos containing materials, PCB containing oils and equipment, mercury containing components, Under Ground Storage Tanks, and contaminated soil.
 - Mr. Dennis is a valuable team member assisting the Art Institute in project design, scope of work and bid document development, schedule and cost estimates, contractor selection and contract award for environmental projects associated with renovation/demolition/emergency activities at the art museum, school of art and various other Art Institute facilities through-out the city of Chicago.
 - Mr. Dennis conducts project management during environmental/remediation activities. Mr. Dennis monitors the contractors work activities to verify that the work is being completed in accordance to the scope of work and regularly compliance. During the abatement activities, Mr. Dennis is in constant communication with other contractors on the project and Art Institute representatives informing them of the work progress helping them to effectively manage their work force and scheduling needs while the abatement activities take place.
 - Mr. Dennis conducts sampling during the abatement/remediation activities to monitor the effectiveness of the engineering controls and work methods utilized by the environmental contractor. The type of sample collected is dependent on the site conditions and type of work being preformed. Sampling is also utilized to determine if an area where abatement/remediation has been completed can be returned to the building owner or other contractor for occupancy.
 - Contact: Margie Skimina, 111 S. Michigan Ave., Chicago, IL (312) 443-3928
- **Chicago Public Schools (CPS), Chicago, IL 2007 - 2011**
 - Mr. Dennis manages all work activities conducted by EAI on behalf of the CPS contracted Managing Environmental Consultants at various Chicago Public school buildings through-out the city of Chicago. EAI's responsibilities include conducting AHERA Three Year Asbestos Surveys and Management Plan

Updates, conducting project management oversight during environmental abatement/remediation activities and sample collection of identified potential hazardous building materials that may be disturbed during proposed renovation/demolition activities. These materials include; lead-based paint, asbestos containing materials, PCB containing oils and equipment, and mercury containing components.

- Mr. Dennis manages EAI professionals and sub-contractors conducting project management activities during environmental/remediation work. Mr. Dennis verifies that record keeping and documentation is completed and meets EAI standards. Mr. Dennis verifies that proper sampling methodology is utilized during sampling events. Mr. Dennis is in constant communication with the Managing Environmental Consultant's representatives informing them of work progress, problem resolution implemented and/or scope of work conflicts or changes, helping them to effectively manage the overall project at each school building or CPS facility.
- Mr. Dennis tracks the submittal and reporting process for each project EAI manages. Mr. Dennis reviews contractor's submittals and verifies that the information is correct and accurate and received by each project manager within the required timeframe. Mr. Dennis also verifies that project closeout reports and documentation are being completed by the project managers within the required timeframe and contain all required information.
 - Contact: Ms. Lynn Crivello, 125 S. Clark Street, 17th Floor, Chicago, IL (773) 553-3113
- **Public Building Commission 2013 School Investment Program – Environmental Consultant to Wight & Company, IHC Construction Companies and F.H. Paschen**
 - Mr. Dennis was the overall Senior Project Manager responsible for QA/QC over environmental site inspections, Environmental Design Services and design meeting attendance. Mr. Dennis reviewed project scope of work documents Issued by the PBC, scheduled and conducted environmental surveys for 25 school renovation projects.
 - With the information gathered from the environmental site inspections and review of existing environmental reports for each school building, Mr. Dennis arranged sampling of suspect asbestos containing materials and suspect lead-based painted components likely to be disturbed by the renovation activities. The sampling activities were conducted by CPS Managing Environmental Consultants at their respective schools.
 - Mr. Dennis participated in project design meetings with the general contractors and their architects and engineers to review scope of work details and aided them in avoiding the disturbance of confirmed asbestos containing materials and lead-based painted components whenever possible. Mr. Dennis also verified that no damaged suspect asbestos containing building materials were located in areas needing to be accessed to install new utility service components. These areas included above drop ceilings, attics and crawl spaces and accessible chase areas. This lessened the likelihood of a fiber release episodes occurring that impact the overall project schedule and budget.
 - With the information gathered from the design meetings and review of pertinent documentation, Mr. Dennis aided the IDPH Licensed Asbestos Designers in the development of the final environmental scope of work drawings and specifications for each renovation project. Mr. Dennis also walked each school building with the abatement contractors to verify their understanding of the required environmental scope of work and agreement to the containment configuration as shown on the environmental design drawings.
 - All of our schools' environmental projects were successfully completed on schedule, within budget and with No Change Orders needed to be issued. There were no fiber release episodes nor regulatory compliance issues that needed to be addressed associated with our environmental projects.

- Contact: IHC Construction Companies, Brian Lemmon (847) 841-7767

• **Chicago Vocational Career Academy, Chicago, IL – Sub Consultant to Terracon**

- Out of 4 individuals interviewed for the position by the PBC, CPS and Terracon Representatives. Mr. Dennis was selected to provide environmental coordination services for phase I CVCA Renovation/Demolition Project.
- Mr. Dennis's responsibilities included environmental abatement scheduling, environmental report review, design drawing development, coordination of daily abatement activities and monitoring general demolition activities.
- Mr. Dennis met with both the general contractor, the PBC project manager and the abatement contractor to discuss, prioritize and schedule necessary abatement work activities as related to the anticipated renovation/demolition trades work schedule weekly.
- Mr. Dennis verified that all necessary documentation was on site and verified that abatement activities were conducted meeting all applicable regulatory and specification requirements.
- Mr. Dennis also verified that environmental sampling was conducted properly and that laboratory analysis results were received and delivered to the necessary recipients.
- Mr. Dennis aided the PBC's Project Manager in reviewing environmental change order pricing to verify that the pricing was fair and not overpriced. Mr. Dennis also verified lead testing results on metal radiators placed into the environmental scope of work to be removed by the abatement contractor that had been previously tested by XRF with inconclusive readings where no additional paint chips samples had been collected for verification. A majority of the radiators were verified not to contain Lead-based paint. This action saved the PBC over \$ 90,000 in unnecessary lead abatement activities and associated oversight and sample analysis costs.
- Mr. Dennis also inspected areas where demolition activities were being conducted through-out the school to verify that no previously inaccessible asbestos containing building materials and/or lead-based painted components were being disturbed as a result of the work activities and causing a fiber release episode.
- Mr. Dennis also met with regulators visiting the job site and responded to emergency response activities as needed.

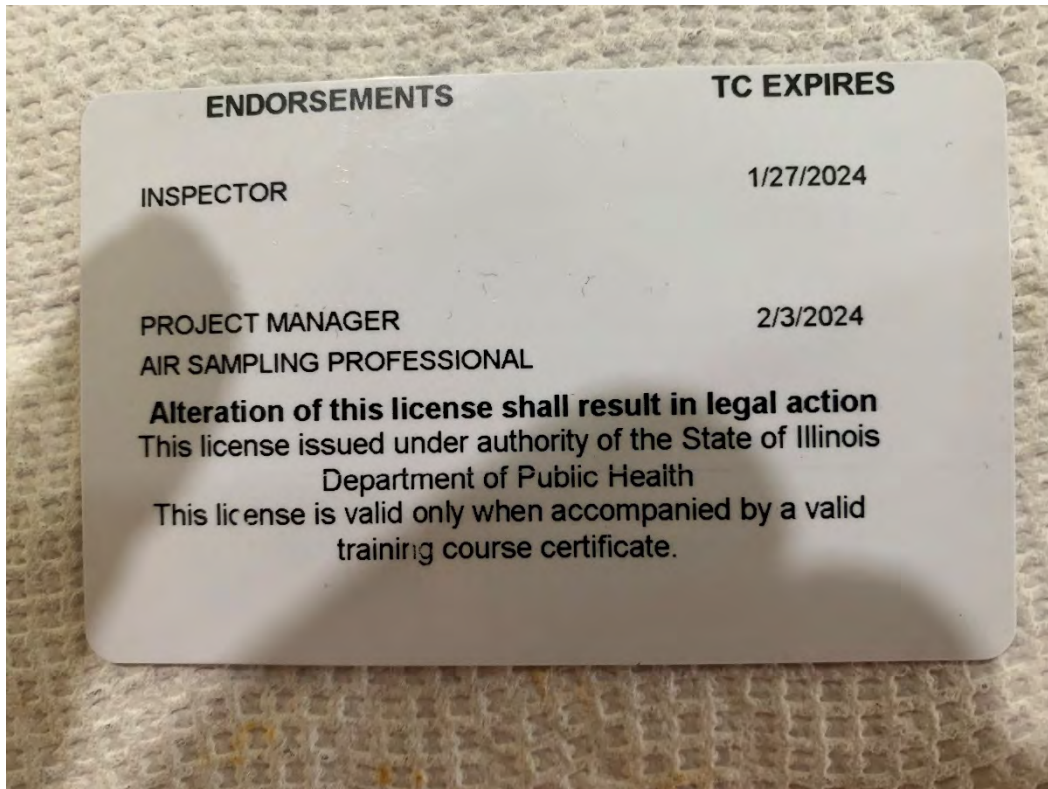
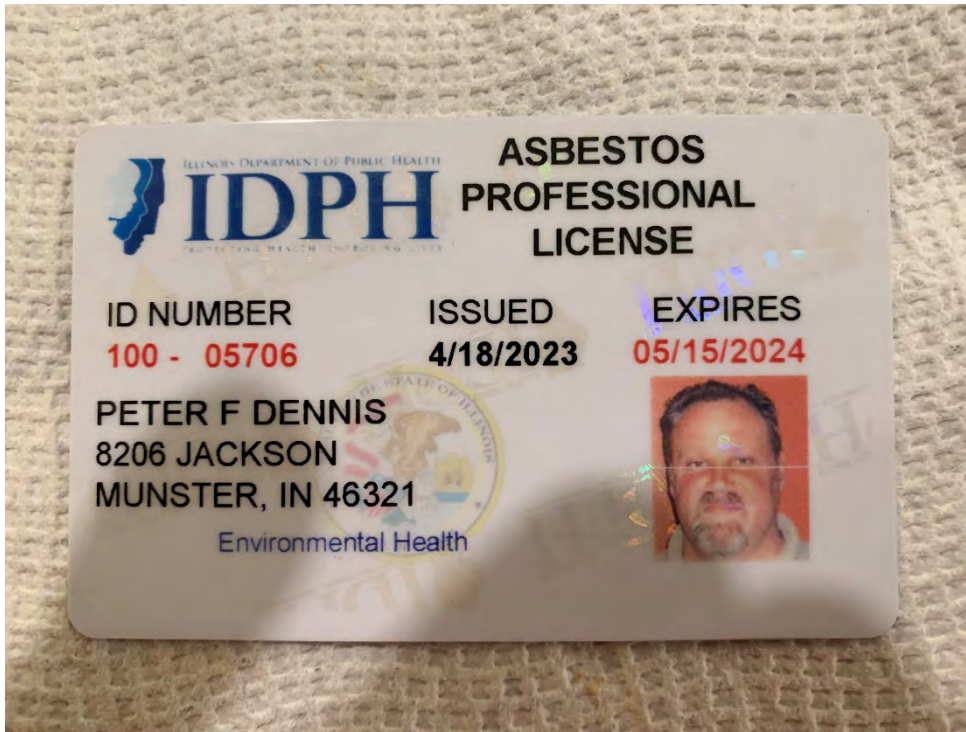
- Contact: Brendan J. Quealy, 135 Ambassador Drive, Naperville, IL 60540 (630) 803-5905

• **Related Midwest, Chicago, IL 2009 - Current**

- Mr. Dennis communicates with the property owner representatives, and manages EAI team members conducting environmental inspection services at properties that Related Midwest is interested in purchasing. With the information gathered from the environmental inspections and sample analysis results, Mr. Dennis creates a summary report listing the environmental conditions associated with the identified asbestos containing materials and lead-based painted components. The summary report includes associated cost to address the various environmental conditions that need to be addresses and the cost associated with managing the asbestos containing materials and lead-based painted components in good condition. This information aids Related Midwest in determining the overall cost that they will absorb during ownership of the property.
- Mr. Dennis authors operations and maintenance (O&M) plans to help Related Midwest employees manage asbestos containing materials in good condition in their respective buildings and prevent fiber release through disturbance during maintenance activities through awareness training.
- Mr. Dennis attends design meetings with Related Midwest representatives, architects, engineers, during the design phase associated with planned renovation projects at Related Midwest owned properties.

During the design meetings, Mr. Dennis makes recommendations on how to minimize the impact to asbestos containing materials and lead-based painted components aiding in cost savings and schedule impact to the overall project.

- With information gathered from the design meetings, and specific details from reviewed design drawings and plans, Mr. Dennis provides scope of work details and bid packages associated with each renovation project. The bid package includes environmental abatement specification sections, scope of work pages and a dust minimization plan.
- Mr. Dennis manages and schedules field staff responsible for on-site project management and sampling conducted during environmental associated work activities. Mr. Dennis verifies that oversight activities and sampling are conducted efficiently while meeting regulatory and contractual requirements. Mr. Dennis meets with Related Midwest representatives, the general contractors and abatement contractors to discuss work progress, planned scheduling objectives and building use, and to discuss any concerns that may arise during the work activities.
- Mr. Dennis verifies that record keeping and documentation is completed and meets EAI and regulatory standards. Mr. Dennis verifies that proper sampling methodology is utilized during sampling events. Mr. Dennis is in constant communication with Related Midwest representatives informing them of work progress, problem resolution implemented, helping them to effectively manage the overall project.
- Mr. Dennis tracks the submittal and reporting process for each project EAI manages for Related Midwest. Mr. Dennis reviews contractor's submittals and verifies that the information is correct and accurate and received by each project manager within the required timeframe. Mr. Dennis also verifies that project closeout reports and documentation are being completed by the project managers within the required timeframe and contain all required information.
- When necessary, Mr. Dennis meets with state and local regulators investigating complaints reported by a building occupants. Mr. Dennis walks the building with the regulator and answers questions regarding work activities and engineering controls utilized during abatement activities. Mr. Dennis also reviews project submittals with the regulators at request.
 - Contact: Mark Goeden, 350 W Hubbard St #300, Chicago, IL 60654 (312) 617-8880



CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Accredited by the Illinois Department of Public Health

This is to certify that PETER DENNIS
has completed the ASBESTOS INSPECTOR'S REFRESHER course and successfully passed the
examination on 01/27/2023 with a minimum score of 70% or better. Training was in accordance
with U.S. E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools:
Model Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA.

01/27/2023

Course Dates:

01/27/2024

Expires:

2301BIR06

Certificate Number:



Environmental &
Occupational Services

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

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Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-010B

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Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-010B



LEE FELSKI

SENIOR CONSULTANT, ENVIRONMENTAL SCIENTIST

Firm Name

WSP

Experience

Industry: 1993

WSP: 2015

Education

BS, Environmental Science,
Northern Illinois University, 1992

Professional Registrations

Licensed Asbestos Professional,
Illinois, 05805

OSHA 40 including Supervisor

IEPA Wastewater Treatment Operator-Class K

IDEM Wastewater Treatment Operator- Class B

TWIC Certification

UST Decommissioning – IFCI

Training

Hazardous Materials Training – DOT

Loss Prevention System Training

Behavior-Based Safety Training – API Certification

OSHA 30-Hour Construction Certification

Office Location

Lisle, Illinois

Career Summary

Lee is a project environmental scientist/field services manager with more than 28 years of field experience, including rapid response, soil borings using Geoprobe technology, monitoring well installation, soil and groundwater sampling, indoor air testing, and installation and operation and maintenance of remediation equipment. He has managed extensive environmental work, including system decommissioning/construction management projects, underground storage tank decommissioning and removals, soil excavations, redevelopment projects, and in-situ remediation technology application. His technical experience includes various pump-and-treat, soil vapor extraction, air sparge, and chemical oxidation technologies, as well as high-vacuum extraction. Lee is API-certified as an underground storage tank Inspector, and has served as a local health, safety, security, and environment subcontractor senior manager.

Project Experience

Certified Asbestos Building Inspector: Esmond Elementary Annex, Public Building Commission, Chicago, Illinois - Verified the presence of asbestos in the building and managed removal activities. Destruction of an annex constructed in 1971, construction of a new linked annex, and associated site work. WSP performed a site inspection using an x-ray fluorescence and obtained asbestos samples from building materials which would be affected by the planned renovation and prepared design drawings and specifications which became part of the bid package. WSP provided asbestos and lead based paint sampling and design services, and project management for asbestos removal as part of the new annex construction project. WSP performed an asbestos inspection of the 1971 annex and provided asbestos removal oversight before demolition.

Operation and Maintenance of a High-Flow Chemical Treatment Remediation System: DePue Comprehensive Environmental Response, Compensation, and Liability Act, ExxonMobil Environmental Service Company, Depue, Illinois -

Major remediation site maintaining compliance with plans and testing requirements, submittals review, and notifications. Deficiencies with the work performed are communicated, logged, and corrective actions overseen. Construction activities include the improvement of the existing cover of the ~85-acre phosphogypsum stack and swale area. Improvements include installation of a low permeability synthetic geomembrane liner and drainage fabric installation of buried seepage collection trench systems, installation and operation of a new storm water transfer system, and Establishment of new vegetation on the protective cover soil layer to promote erosion control. Recent installation/operation of 350 gallons per minute remediation system with chemical injection and filter press solids removal.

Environmental Construction Manager: Environmental Management, Asbestos Abatement, Demolition Oversight, Honeywell Industrial Facility, Pennsylvania - Responsible for waste tracking, environmental safety, and compliance monitoring during long-term abatement and demolition activities at a major industrial manufacturing facility.

Environmental Scientist: Environmental Management, Asbestos Abatement, Demolition Oversight, GE Industrial Facility, Chicago, Illinois - Responsible for waste tracking and compliance monitoring during abatement and demolition activities at a major industrial manufacturing facility.



LEE FELSKI (continued)

SENIOR CONSULTANT, ENVIRONMENTAL SCIENTIST

Environmental Scientist: Environmental Management, Asbestos Abatement, Demolition Oversight, Ford Motor Company - Chicago Assembly Plant and Chicago Stamping Plant, Chicago Heights, Illinois - Asbestos inspections, sampling, reporting, removal oversight, and robotics disassembly oversight.

Environmental Scientist: Environmental Management, Asbestos Abatement, Demolition Oversight, Honeywell/UOP, Des Plaines, Illinois - Asbestos inspections, sampling, abatement and demolition oversight, and compliance management.

Environmental Scientist: Savanna Army Depot, Inspection/Remediation, Consulting Services, Savanna, Illinois - Responsible for environmental sampling activities and contractor management.

Environmental Scientist: Illinois Department of Transportation Statewide Environmental Services, Preliminary Site Investigation, Springfield, and Yorkville, Kendall County, Illinois - Responsible for drilling and sampling activities and property owner compliance. Completion of 31 soil borings and collection of 41 soil and 30 groundwater samples. Based on analytical testing, recommendations for soil and groundwater management were made, costs for the potential soil and groundwater disposal were estimated and provided for project planning. clean construction or demolition debris soil disposal forms (form 663) were also prepared for Illinois Department of Transportation use.

Environmental Scientist: Manufacturing Facility Groundwater Remediation and Monitoring, Confidential Client. Montgomery, Illinois - Responsible for environmental coordination activities and services to assist with compliance with the Illinois Environmental Protection Agency Resource Conservation and Recovery Act Remedial Action Plan Permit or Post-Closure Care for this site. Environmental Services included quarterly groundwater monitoring, and maintenance on asphalt cap that serves as an engineered barrier over the Resource Conservation and Recovery Act Corrective Action Management Unit.

Environmental Scientist: ExxonMobil Fuel Storage Facility, East Chicago, Indiana - Responsible for 24-hour uptime system maintenance, National Pollutant Discharge Elimination System sampling activities, subcontractor management, and third-party owner coordination. Day-to-day management of environmental & sustainability programs for the ExxonMobil East Chicago, Indiana project site. Provided remediation systems operation and maintenance, provision of technical support & resource coordination for global real estate and business transactions, and management of projects/portfolio of environmental remediation liabilities and financial reserves.

Environmental Scientist: XOM Sauget / 12011, ExxonMobil Environmental Service Company, East St. Louis, Illinois - Responsible for soil and groundwater sampling activities and system operation and maintenance. WSP began monitoring and remediation work at the ExxonMobil southern Illinois site in 2013. Shallow unconfined groundwater had been impacted by an undocumented refinery system release. WSP is gauging light non-aqueous phase liquid in monitoring wells and recently installed a passive groundwater pump and treatment system along the western perimeter of the property. A comprehensive subsurface investigation was completed at the Sauget site in 2015 and 2016 which consisted of site-wide drilling and sampling, soil and groundwater sampling, aquifer flow testing, analytical testing of soil and groundwater, and reporting to regulatory agencies.

Prior Firm Experience

Environmental Scientist: Asbestos and Lead Survey Management at Solvents Plant/Barge Dock, Shell Oil Company, Bedford Park, Illinois - Responsible for asbestos/lead survey management and health, safety, security, and environment waste contractor management activities.

Environmental Scientist: Rapid Response, System operation and maintenance, and Dismantling at Shell Oil Company/Jiffy Lube, Wheeling, Illinois - Performed system upgrades, change-out, National Pollutant Discharge Elimination System sampling, operation and maintenance, and removal of pump-and-treat system at busy retail station. Site required 24-hour immediate response due to potential for flooding and direct connection to basement sump.



LEE FELSKI (continued) SENIOR CONSULTANT, ENVIRONMENTAL SCIENTIST

Environmental Scientist: Rapid Response and System Operation and Maintenance at Private Residence adjacent to Release Site, Shell Oil Company, Park Ridge, Illinois - Responsible for 24-hour operation and maintenance and safety of residence next to release site. Installed vapor removal system in basement sump and performed periodic flushing of drain lines.

Environmental Scientist: High-Vacuum Extraction/Total Fluids Removal System Design at ExxonMobil Terminal, Hammond, Indiana - Designed intricate fluids removal system for use at sites with measurable liquid-phase hydrocarbons, with direct-connect and flow control with vacuum-extraction truck.

Environmental Scientist: Multi-Retail Remediation Site Management, Various Clients - Accountable for managing field staff, subcontractors, and site personnel during field activities. Responsibilities include rapid response activities, managing Phase II field assessments, and direct response on sites involving interior vapor issues, including direct-forced-air installations.

Environmental Scientist: System Operation and Maintenance and Re-injection at Remote Department of Defense Site, Savanna, Illinois - Performs operation and maintenance at remote site with secure access, utilizing carbon treatment and on-site re-injection. Held quarterly meetings with Department of Defense to ensure full compliance and efficiency.

Environmental Scientist: System Operation and Maintenance and Sampling at Aboveground Storage Tank Leak Site, Ashland Oil Company, Willow Springs, Illinois - Performed National Pollutant Discharge Elimination System sampling and operation and maintenance of pump-and-treat system, with periodic sampling of over 90 groundwater wells on multiple secured properties, requiring separate access procedures, protocols, and notifications.

Environmental Scientist: Landfill Monitoring Well Installation, Waste Management, Calumet City, Illinois - Responsible for intricate nested groundwater monitoring well installations through multiple aquifers. Work on site was observed by state and federal U.S. Environmental Protection Agency.

Environmental Scientist: System Operation and Maintenance and Potable Well Sampling at Pipeline Leak Site, Wolverine Pipeline, Lockport, Illinois - Responsible for National Pollutant Discharge Elimination System compliance and operation and maintenance of intricate pump-and-treat system, as well as separate soil vapor extraction system. Performed quarterly sampling of area residents' potable wells and water treatment.

Environmental Scientist: System operation and maintenance at Retail Service Station, Seven Eleven, Griffith, Indiana - Responsible for operation and maintenance of pump-and-treat system, high-volume extraction events and monthly vapor monitoring at nearby residential basements. Held quarterly meetings with Indiana Department of Environmental Management and local fire department to ensure efficient treatment and public safety.

Environmental Scientist: Extensive Monitoring Activities at Former Mining Facility, ExxonMobil Corporation, Albers, Illinois - Performed quarterly monitoring events at a remote site with extensive well network and high-flow remediation system. Tested wells utilizing off-road equipment and portable sampling systems, deep well pumps, and low-flow sampling equipment. Ensured compliance with safety and permitting requirements in accordance with client-specific health, safety, security, and environment, loss prevention systems, and integrity management programs, including short service worker and lone worker activities.

Environmental Scientist: System Operation and Maintenance at Terminal Aboveground Storage Tank Leak Site, ExxonMobil Oil Corporation, LaCrosse, Wisconsin - Performed operation and maintenance of pump-and-treat system with air sparge/soil vapor extraction treatment and extensive groundwater network. Held periodic site meetings with Wisconsin Department of Natural Resources.

Environmental Scientist: System Operation and Maintenance at Downtown Terminal Site, ExxonMobil Oil Corporation, St. Charles, Illinois - Performed National Pollutant Discharge Elimination System compliance and



LEE FELSKI (continued)

SENIOR CONSULTANT, ENVIRONMENTAL SCIENTIST

operation and maintenance of two pump-and-treat/soil vapor extraction systems in the middle of the city, with large groundwater well networks and a major sensitive receptor (Fox River) nearby.

Environmental Scientist: System Operation and Maintenance at Petroleum Terminal Spill Site, BP Amoco, Bettendorf, Iowa - Performed operation and maintenance of pump-and-treat system with air stripper technology and well system extending to various off-site high-flow commercial properties. Direct contact with BP environmental manager.

Environmental Scientist: Rapid Response to Pipeline Rupture and System Installation at Active Terminal, ExxonMobil Oil Corporation, Hammond, Indiana - Performed rapid response activities at major pipeline rupture. Installed specialized groundwater recovery system to enable vacuum trucks to connect and load quickly to extract total fluids under high vacuum.

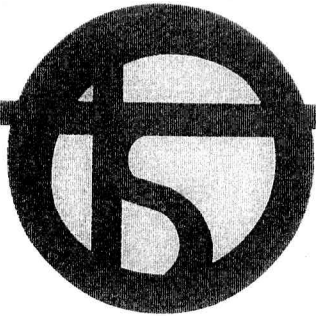
Environmental Scientist: Vapor Intrusion Testing at Active Retail Petroleum Stations, Illinois - Performed vapor point installations and testing of utility pathways utilizing direct-push technologies.

Environmental Scientist: Rapid Response and Field Oversight at Remediation Sites, Illinois - Responsible for managing field staff, subcontractors, and site personnel during field activities. Responsibilities included rapid response activities, managing Phase II field assessments, and overseeing interior vapor issues, including forced air installations.

Environmental Scientist: System Troubleshooting at Retail Service Station, Citgo Petroleum Corporation, Hobart, Indiana - Responsible for quarterly groundwater sampling, discharge sampling, and maintenance and repair of soil vapor extraction system, including monthly Indiana Department of Environmental Management system discharge reports.

Environmental Scientist: Rapid Response to Pipeline Ruptures, West Shore Pipeline, Illinois, Indiana, and Wisconsin - Performed extensive environmental recovery activities from major pipeline ruptures. Held meetings with U.S. Environmental Protection Agency, Wisconsin Department of Natural Resources, Indiana Department of Environmental Management, Northern Indiana Public Service Company, Metropolitan Water Reclamation District, major pipeline representatives, and the general public.

Environmental Scientist: System Installation, Modification, Operation and Maintenance, and Extended Well Network Monitoring at Major Pipeline Rupture, West Shore Pipeline, Oak Brook, Illinois - Responsible for 24-hour operation and maintenance, system repair for large remediation system utilizing high-flow horizontal wells running underneath major roadway and adjacent to busy outdoor retail mall.



OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Abatement Supervisor Refresher

Occupational Training & Supply, Inc. certifies that

Lee Felski

has successfully completed the Asbestos Abatement Supervisor Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency response Act (AHERA) and TSCA Title II.

Course Date: 3/27/2023

Exam Date: 3/27/2023

Expiration Date: 3/27/2024

Certificate Number: ASR2303270920

Kathy DeSalvo, Director



ANDREW HASTINGS PROJECT GEOLOGICAL ENGINEER

Firm Name

WSP

Experience

Industry: 1999

WSP: 2001

Education

BS, Geological Engineering,
University of Missouri, 2001

Training and Certifications

DOT Hazardous Materials
Transportation

CSX Roadway Worker Protection
Contractor Safety Training

e-Railsafe

Norfolk Southern Roadway Worker Protection

OSHA 40-hour HAZWOPER

OSHA 8-hour Refresher

OSHA 8-hour Supervisor

First Air/CPR Certified

Office Location

Chicago, Illinois

Career Summary

Andrew focuses on engineered construction and environmental services. He has performed Phase I and II Environmental Site Assessments for real estate managers, property developers, property owners, industrial properties, and other commercial clients. These studies have included commercial retail centers, metropolitan brownfields sites, multi-tenant commercial centers, power plants, former chemical manufacturing facilities, hotel complexes, banks, and green fields. Andrew has also performed State Site Remediation Program investigations, reporting, and site remediation, obtaining No Further Remediation letters for many commercial sites including industrial facilities, public school sites, and gas stations. He performs and oversees ongoing groundwater monitoring at multiple industrial and former industrial facilities. Andrew has conducted multiple underground storage tank removals both for private clients and public entities (Illinois Environmental Protection Agency and city of Chicago). He has been the field engineer for multiple construction projects on environmental sites. Andrew's geotechnical experience includes performing and evaluating drilling/boring logs and on-site sample collection. He has performed construction oversight and project documentation for a major highway project. Andrew has performed geotechnical investigations at railroad yards and industrial facilities. In addition, he has performed geotechnical soil lab testing. Specific projects have included work on telecom cell towers, transportation related projects, office buildings, retail centers and educational buildings. Andrew has also supervised the installation of retaining wall tiebacks and horizontal drains, inspected erosion control for maintenance of a National Pollutant Discharge Elimination System permit, and inspected bridges and leased facilities at railroad properties.

Project Experience

Project Engineer: Kindergarten Modulars Construction, Public Building

Commission of Chicago, Illinois – Andrew performed Phase I Environmental Site Assessments, Ground-Penetrating Radar Surveys and Test Pitting (as required), Phase II Environmental Site Assessments (as required) and other environmental support services for the installation of six modular classroom units. The six classroom units were at Chicago Public Schools throughout the city for the Public Building Commission of Chicago. The project's tight timeline entailed a construction start within four weeks of project commencement. Phase I and ground-penetrating radar surveys were performed for the six locations with three requiring test pitting. Craig provided design drawings and specifications for soil excavation, waste characterization for soils, and oversight of soil removal. Four of the sites had soils taken to Subtitle D landfills and two of the sites qualified for soil disposal at clean construction or demolition debris facilities, based on new clean construction or demolition debris regulations.

Project Engineer: Remediation Management, Peoples Gas & Light/Henkels & McCoy Inc. Chicago, Illinois

– Andrew coordinated and prepared soil samples from various field project locations at a central drop location for laboratory analysis. A natural gas utility company in Chicago (Peoples Gas & Light) was replacing approximately 600 miles of natural gas lines in residential, commercial, and industrial areas throughout the city of Chicago corporate boundary limits. Andrew performed subsurface investigations to



ANDREW HASTINGS (continued) PROJECT GEOLOGICAL ENGINEER

characterize the nature and extent of environmental impacts identified during initial stages of the site investigation. Andrew monitored on-site soils, sampled, and analyzed and recommended site remediation options.

Project Engineer: I-88 (Reagan Memorial Tollway), Aurora Toll Plaza to IL 59 Roadway and Bridge Rehabilitation, Illinois Tollway, Aurora, Illinois - Andrew collected soil samples from drainage ditches along the planned interstate construction project including deeper subsurface samples adjacent to and within the bike path culvert beneath I-88. Soil samples were collected to perform an environmental assessment for clean fill soil and a soil management plan for the project. Andrew's duties included Phase II design services for the 5.3 miles of patching and resurfacing of the roadway and shoulders, repair of four bridges and sign structures over the Tollway, removal of the I-88 Bridge over the Illinois Prairie Path and replacement utilizing an arched culvert for the multi-use path.

Project Engineer: 4301 W Chicago, City of Chicago, Department of Assets, Information and Services Bureau of Environmental, Health & Safety Management, Chicago, Illinois - Andrew lead field work conducted on the project including soil sampling, groundwater sampling, and surveying as well as assisting in the production of reports summarizing work. He performed subsequent soil and groundwater sampling at an adjacent parcel added to the project and Phase I and Phase II Environmental Site Assessment for a 30.4-acre vacant parcel, formally a brownfield that was developed as a railyard since 1990. Several recognized environmental conditions were identified in the Phase I, including fill material and a possible tank on the site, and unresolved tank incidents on adjacent properties, The Phase II Environmental Site Assessment consisted of the installation of 24 soil borings, and the collection of 26 soil samples for analytical testing, the installation and sampling of two temporary monitoring wells, sampling of two existing monitoring wells, level survey of some existing and the newly installed wells, and a limited ground-penetrating radar survey. Averaging was used for comparison to objectives and recommendations for construction soil management and development considerations were included the Phase II report. A subsequent Phase II Environmental Site Assessment including an additional nine borings and three temporary wells was performed on an adjacent parcel incorporated into the project as well as limited on-site construction monitoring regarding the handling of environmentally impacted soil on behalf of the City of Chicago during project construction.

Project Engineer: Amtrak Union Station, Renovation and Redevelopment, Amtrak, Chicago, Illinois - Andrew worked as field lead for the oversight and tracking of shallow contaminated soil excavated and transported off-site for disposal on the adjacent former parking garage parcel for the construction of Union Station Tower. Andrew logged trucks and made recommendations for material handling during construction as well as providing daily reports on progress as well as field documentation. WSP is currently overseeing soil removal as clean construction or demolition debris and non-special waste working for both Amtrak and the developer for the construction of Union Station Tower.

Project Engineer: Resource Conservation and Recovery Act Post Closure Part B Permit Renewal, Confidential Client, Tuscola, Illinois - Andrew assisted in the production of an extensive Resource Conservation and Recovery Act Part B permit renewal application meeting with an extensive list of Illinois Environmental Protection Agency requirements in 2008. Additionally, he assisted in the production of the second renewal of the Resource Conservation and Recovery Act Part B permit in 2019 and 2020. Andrew authored the Sampling and Analysis Plan for the permit as well as application details related to field work and multiple figures which met Illinois Environmental Protection Agency requirements. The permit covers ongoing post closure care sampling and Resource Conservation and Recovery Act Part B permit issues for closed surface impoundment and tank area at active facility in downstate Illinois.

Project Engineer: Due Diligence and Phase I Environmental Site Assessment, National Park Service and Indiana Dunes National Lakeshore, Indiana - Andrew conducted Phase I Environmental Site Assessments on over 20 parcels being acquired by National Park Service for incorporation into the Indiana Dunes National Lakeshore. The Phase I Environmental Site Assessments were performed over multiple mobilizations and prepared in a brief period to meet the needs of the National Park Service.



ANDREW HASTINGS (continued) PROJECT GEOLOGICAL ENGINEER

Project Engineer: Phase I Environmental Site Assessments, Private Equity Firm, Upper Midwest US - Andrew completed multiple Phase I Environmental Site Assessments as part of a larger portfolio of environmental compliance audits and Phase I Environmental Site Assessments on automotive manufacturing and warehouse facilities in the upper Midwest.

Project Engineer: Confidential Bank, Phase I and Phase II Environmental Site Assessments, Chicago Area, Illinois - Andrew completed multiple Phase I Environmental Site Assessments, as well as follow-up Phase II investigations, at bank properties as part of a due diligence portfolio across the Chicago metropolitan area. Properties were typically bank facilities but also included other real estate. Phase II investigations included soil, groundwater, and soil vapor intrusion investigations. Also performed indoor air sampling at new bank locations.

Staff Engineer: Lake County Skokie Valley Ped Bridge, Lake County Division of Transportation, Highland Park, Illinois - Andrew performed a Phase I Environmental Site Assessment and recommendations for soil handling. The Phase I study was for a new pedestrian bridge carrying the existing Skokie Valley Bike Path south into Cook County. This bridge was built under electrical transmission lines and required extensive coordination with ComEd, as well as the Union Pacific Railroad, and multiple municipal stakeholders. Federal Highway Administration coordination for funding, wetland delineations environmental site assessments, preliminary bridge design, public outreach, and landscape architecture are also part of this project's scope of work. The project included submissions of type size and location plans to the Illinois Department of Transportation's Bureau of Bridges and Structures.

Staff Engineer: Alecta Phase I Multiple Properties, Alecta Real Estate Investment, LLC, Multiple Cities, Illinois - Andrew was responsible for the Phase I Environmental Site Assessment site reconnaissance for two prominent commercial properties in downtown Chicago along Michigan Avenue.

Staff Engineer: CSXT/2015 Lease Review Program, CSX Transportation, Inc., Jacksonville, Florida - Andrew was responsible for inspecting CSX property under lease to outside commercial/industrial companies. Sites were inspected for environmental concerns, storm water compliance, and lease violations with reports filed to CSX for appropriate action.

Project Engineer: Site characterization & Remediation, General Electric Corporate, DeKalb, Illinois - Andrew directed and documented field work in every stage of investigation as well as oversight during in-situ remedial activities including documentation and confirmation sampling. Andrew conducted site characterization of closed manufacturing facility through soil borings, trenches, slug tests, and installation of monitoring wells. He evaluated site risks for exposure routes in the Illinois Tiered Approach to Corrective Action Objectives regulations. Andrew completed successful in-situ treatment of xylene- and ethylbenzene-impacted soils with BOS 200 beneath the floor of a manufacturing building. Additionally, he remediated volatile organic compound-impacted soils next to the building foundation by shoring the excavation and dividing the area into excavation cells. Andrew completed demolition on an interior that was a former process area.

Project Engineer: Characterization and Remedial Analysis, General Electric Consumer & Industrial, Kankakee, Illinois - Andrew assisted in the characterization of on-site and off-site groundwater and on-site soils including soil borings, trenches, test pits, and significant delineation efforts for both soil and groundwater contamination.

Staff Engineer: Abandoned Bridge Inspections, CSX Transportation, Illinois and Indiana - Andrew completed bridge inspections and reporting as part of a larger effort to complete one hundred 15 bridge inspections and surveys for CSX Real Estate and Facilities Management. Bridges were prioritized for potential bridge eliminations on several "out of service" rail lines. Each of the inspections included a site visit to the location, completion of a standardized bridge assessment form, and preparation of a photographic log for each bridge location/structure. Prior to completing the site visits, Andrew completed preliminary desktop reviews of each bridge location to better assess the project location, ease of access from nearest grade crossing or roadway, and if any special precautions or concerns were noted. Based on our



ANDREW HASTINGS (continued) PROJECT GEOLOGICAL ENGINEER

visit and site observations, qualified WSP personnel classified each bridge location as one of three options (Priority 1, Priority 2, and Priority 3) to assist CSX RPI in a qualitative decision to prioritize the demolition and removal of the bridge substructures and structures.

Field Scientist: On-Site Environmental Services at ArcelorMittal Riverdale, Inc., Steel Production Facility, ArcelorMittal, Riverdale, Illinois - Andrew conducted on-site environmental services at a steel production facility located on a 167-acre industrial complex. Andrew's weekly duties included compliance sampling and outfall discharge monitoring, hazardous waste and hazardous waste storage inspections, tank inspections, user charge meter calibrations and readings, compliance submittals, responding to agency inspections and request, implementing environmental facility plans and programs, reporting non-compliance events, and participating in the facility's International Organization for Standardization program. National Pollutant Discharge Elimination System stormwater sampling was also conducted on a quarterly basis.

Project Engineer: Abandoned Leaking Underground Storage Tank Sites, Illinois Environmental Protection Agency State-Wide, Illinois - Andrew provided consulting services under American Recovery and Reinvestment Act funding for the closure of numerous leaking underground storage tank sites across the state. Initial sites consisted of abandoned services stations in municipalities where open incidents and contamination had made the properties unfit for development. In working with the local authorities, WSP prepared the following documents in the Site Remediation Program: State Implementation Plan (IAC 734), Comprehensive Site Investigation Report, Remediation Objectives Report, Remedial Action Plan and Response Action Completion Report. For sites not transferred into the Site Remediation Program, report preparation included State Implementation Plan, Site Investigation Completion Report, Corrective Action Plan and Corrective Action Completion Report. WSP oversaw tank removals, conducted confirmation sampling, soils and groundwater investigations, full tiered approach to corrective action objectives (Tiered Approach to Corrective Action Objectives) evaluations, and obtained no further remediations for many properties that will be put back to beneficial re-use.

Project Engineer: Southeast Area Elementary School Environmental Services, Public Building Commission of Chicago, Illinois - Andrew was responsible for soil and groundwater investigations and construction oversight for Phase II Environmental Site Assessment on several parcels being considered for construction of the Southeast Area Elementary School for the Chicago Public School District. The entire property that forms the site encompasses 2.94-acres of land. WSP performed the Phase II and an additional phase of investigation in 2010. An underground storage tank was discovered during test pitting, and soils contaminated by petroleum hydrocarbons were identified as requiring remediation.

Project Engineer: Walter Payton Prep High School Annex Phase I and II, Public Building Commission of Chicago, Illinois - Andrew was responsible for investigation, design, and oversight of remediation activities at a parking lot adjacent to a Chicago Public School High School. The project objective was the development of the parking lot into an annex connected to the existing school. Andrew directed and oversaw test pits, soil sampling, and groundwater sampling during the investigation phase. During construction, Andrew provided environmental oversight of material handling and removal.

Field Engineer: Public Building Commission ES Modular, Public Building Commission of Chicago, Illinois - Andrew was responsible for investigation, design, and oversight of the excavation of a playground area and parking area adjacent to two different Chicago Elementary Schools. The goal of the project was the installation of modular classrooms adjacent to Mt. Green and Tonti Elementary Schools. Andrew directed and oversaw test pits and soil sampling, during investigation phase and during construction provided environmental oversight of material handling and removal.

Inspector: Interstate-90 Jane Addams Memorial Tollway, Roadway, Bridge Reconstruction and Widening Corridor Construction Management, Illinois Tollway, Chicago area, Illinois - Andrew was responsible for underground storage tank removal oversight, sampling, and state reporting. He provided construction management services for the west bound reconstruction of the Jane Addams Memorial Tollway from the Kennedy Express way to Tri-State



ANDREW HASTINGS (continued) *PROJECT GEOLOGICAL ENGINEER*

Tollway. Construction activities included removal of existing Portland Cement concrete pavement, River Road and the Des Plaines River Bridges superstructure, and infrastructure facilities, maintenance of traffic; and installation of new Portland Cement concrete pavement and pavement widening, bridge widening at River Road and bridge superstructure installation at River Road and the Des Plaines River bridges, two mechanically stabilized earth retaining walls, storm water drainage systems, sediment and erosion control, roadway and underpass lighting systems, utilities, pavement marking, signage, and landscaping.



Patrick W. Hook, P.G

Lead Consultant

Qualifications Summary:

Mr. Hook is currently a senior consultant with seventeen years of experience. He conducts and manages Phase II Environmental Site Investigations and Leaking Underground Storage Tank (LUST) projects in numerous states. Mr. Hook conducts proposal and budget preparation and performs field work to include soil, groundwater, and soil vapor sampling events, PFOS/PFAS sampling, remedial actions including soil removal, injection work and radiation soil screening. Mr. Hook also performs numerous ACM and mold surveys in the Midwest.

■ Representative Project Experience

Phase I Environmental Site Investigations, Various Locations

Performed and managed over 150 Phase I ESAs in numerous states in the US.

Phase I Environmental Site Investigations, Various Locations

Managed and performed Phase II Subsurface Investigations at commercial, industrial, and manufacturing facilities for source area assessment, delineation, and characterization. Projects include overseeing monitoring and permanent well drilling, soil and groundwater sample collection, soil vapor sampling, boring log preparation, groundwater gradient determination, data analysis and report preparation throughout the US.

Large Scale Sampling Events:

Performed large scale groundwater sampling events at NAS Jacksonville, FL, Austin Airport, TX, Alexandria Airport LA, MAHLE sites in Saint Johns and Muskegon, MI and Atlantic, IA. Managed the 9th Avenue Superfund Site air and groundwater sampling events in Gary, Indiana. Performed soils segregation for the Los Angeles County Museum of Art Parking Garage Installation.

Military Housing Environmental Survey/Inspection:

Performed military housing environmental inspections at Ft Benning GA., Ft. Belvoir VA., Ft. Knox KY., USN Monterey CA., Beale AFB CA., and Ft. Irwin CA. Large scale environmental, mold and ACM inspections were needed for demolition/renovation purposes.

Areas of Expertise:

- Project Management
- Environmental Assessments
- Soil/Groundwater Remediation
- Regulatory Compliance
- ACM/Mold/Lead Surveys

Education:

- Master of Science, Geology, Iowa State University, 2004
- Bachelor of Science, Geology, California University of Pennsylvania, 2002

Registrations & Training:

- Professional Geologist – IL, IN
- OSHA 40-hour HAZWOPER
- 8-Hour Site Supervisor Training
- Asbestos Inspector – IL, IN, WI, MI, IA
- Lead Inspector - IL

Leaking Underground Storage Tank Investigations / Closure:

Performed UST removals in accordance with regulatory requirements in Illinois, Indiana, and California. Have experience with obtaining closure for sites in Illinois through the Illinois Environmental Protection Agency State Remediation Program, with the Indiana Department of Environmental Management and the Regional California Water Quality Board.

Asbestos Building Inspector ACM Survey/Inspection:

Involved with demolition of abandoned schools in Magnolia and Newman, IL. Inspected Chase Building in Milwaukee and The Omega Building in Indianapolis. In Chicago: The Former Eastman Kodak Buildings, Old Colony Building, 202-220 State Street Buildings, 600 West Jackson, 118 Clinton, Tribune Tower and the Tribune Fleet Maintenance Facility, AMC Theaters in Norridge, IL, and other buildings in Chicago as well as numerous other buildings in the Chicagoland area. In Michigan, 4 Large Hearthside Food Manufacturing Plants; Numerous Burlington Coat Factory stores in IL, MI, WI, and IN. Also involved in turnkey asbestos abatement jobs in the Midwest to include 600 West Jackson in Chicago, Cardinal Health in Waukegan, and Williams Scotsman Facility in Indianapolis.

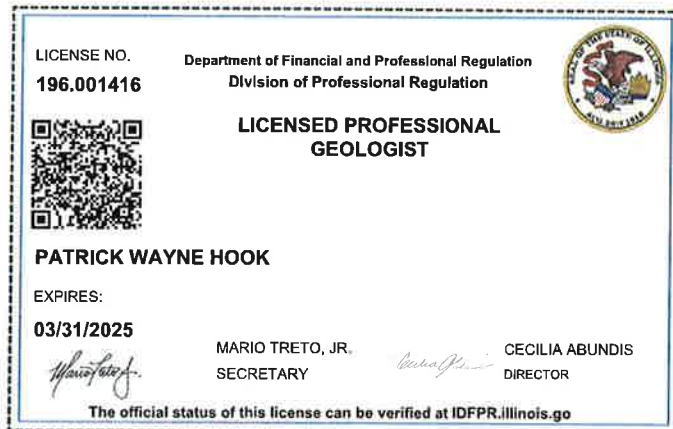
Radiological Soil Screening Surveys:

Performed long term radiological soil screening surveys, subsequent removal and reporting to EPA associated with developments in the Streeterville area of Chicago for Moment Luxury High Rise Building at McClurg, Tribune Tower parking lots and the EMC2 Hotel at 228 Ontario. Work involved obtaining permits with the Cook County Department of Health and the Cook County Department of Transportation, screening soils from project inception through caisson installation, right of way utility installation to final planter box and sidewalk installation, then preparing final reports to the EPA.



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PATRICK W HOOK
 2025 WOODLANE DR
 LINDENHURST, IL 60046

4/14/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 10967

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

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|--|----------------------------|---|--|--|---------------------|-------------------|
|  | | | ASBESTOS PROFESSIONAL LICENSE | | ENDORSEMENTS | TC EXPIRES |
| ID NUMBER 100 - 10967 | ISSUED 4/14/2023 | EXPIRES 05/15/2024 | INSPECTOR | | 1/13/2024 | |
| PATRICK W HOOK 2025 WOODLANE DR LINDENHURST, IL 60046 Environmental Health | |  | PROJECT MANAGER | | 1/14/2024 | |
| <p style="text-align: center;">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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OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Abatement Supervisor Refresher

Occupational Training & Supply, Inc. certifies that
Patrick Wayne Hook

has successfully completed the Asbestos Abatement Supervisor Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency response Act (AHERA) and TSCA Title II.

Course Date: 1/14/2023

Exam Date: 1/14/2023

Expiration Date: 1/14/2024

Certificate Number: ASR2301140103

Kathy DeSalvo, Director



OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that
Patrick Wayne Hook

has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency response Act (AHERA) and TSCA Title II.

Course Date: 1/13/2023

Exam Date: 1/13/2023

Expiration Date: 1/13/2024

Certificate Number: BIR2301130074

Kathy DeSalvo, Director

Patrick Hrycyk
hrycyk70@gmail.com
Industrial Hygienist
Cell: (773) 391-7583

PROFFESIONAL QUALIFICATIONS

Mr. Hrycyk has worked in the environmental business for more than 15 years managing environmental asbestos and lead abatement/remediation projects. Mr. Hrycyk's field experience includes environmental project management and air sampling ensuring projects are performed in accordance with all current regulations. Mr. Hrycyk is also proficient in building inspections and sample collection activities in the asbestos, lead, and mold fields. Mr. Hrycyk has performed the following tasks during his daily work activities:

- Contractor and Worker Submittal Review;
- Environmental Project Management;
- Environmental Air Sampling
- Environmental Inspection and Sampling Services;
- Environmental Scope of Work Completion Verification;
- Environmental Daily Project Documentation and Record Keeping;
- Environmental Final Report Writing and Record Management

Education: Schurz High School, Chicago, IL - High School Graduate

PROJECT EXPERIENCE

Related Midwest – Lathrop Homes October, 2017 – Present

During the asbestos and lead abatement activities, Mr. Hrycyk verifies that project submittals are current and up to date and conducts environmental oversight and sampling activities. Daily PCM air samples are being collected to verify engineering controls and work practices are effective. At the completion of the abatement activities Mr. Hrycyk verifies that the work areas are dust free and all scope of work items have been completed. If the visual inspection is approved, Mr. Hrycyk conducts PCM clearance samples for asbestos abatement and lead dust wipe samples for lead abatement.

ATC – Chicago Old Post Office January 2017 – Present

During the asbestos and lead abatement activities, Mr. Hrycyk verifies that project submittals are current and up to date and conducts environmental oversight and sampling activities. Daily PCM air samples are being collected to verify engineering controls and work practices are effective. At the completion of the abatement activities Mr. Hrycyk verifies that the work areas are dust free and all scope of work items have

been completed. If the visual inspection is approved, Mr. Hrycyk conducts PCM clearance samples for asbestos abatement and lead dust wipe samples for lead abatement.

REGISTRATIONS/CERTIFICATIONS

IDPH Licensed Asbestos Project Manager (100-09725)

IDPH Licensed Air Sampling Professional (100-09725)

IDPH Licensed Asbestos Inspector (100-09725)

Illinois Department of Public Health Licensed Lead Paint Inspector

EPA Mold Remediation



MARY JANK, PG SENIOR ASSOCIATE GEOLOGIST

Firm Name

WSP

Experience

Industry: 1982

WSP: 1996

Education

MS, Geology,
Michigan State
University, 1982

BA, Geology,
Skidmore
College, 1978

Professional Registrations

Certified
Professional
Geologist, No.
CPG-9941

Professional
Geologist, IL No.
196-000721

Professional
Geologist, WI No. 891

Professional
Geologist, IN
No. 1966

Registered
Geologist, MO
No. 816

Office Location

Chicago, Illinois

Career Summary

Mary has more than 41 years of experience as a professional geologist and project manager. Her experience has included Phase I and Phase II site assessments, well site supervision, borehole logging, soil sampling, water sampling, soil vapor surveys, dye studies in fractured bedrock, X-ray fluorometer of lead in soils, and underground storage tank removal and site closure. Her experience has encompassed Comprehensive Environmental Response, Compensation, and Liability Act and Resource Conservation and Recovery Act projects, as well as voluntary cleanups under several state programs. Her responsibilities have included site and project management activities. Mary is experienced at hydrogeological interpretation and the mapping of constituent migration in numerous types of subsurface environments including karst and discontinuous tills. Her client and agency interface experience is extensive and Mary has been a key contributor during negotiations with the U.S. Environmental Protection Agency, the Corps of Engineers and other state and local government agencies.

Mary has prepared quality assurance documentation under both Comprehensive Environmental Response, Compensation, and Liability Act and Resource Conservation and Recovery Act for both industrial and government clients. Mary also has completed Tiered Approach to Corrective Action Objectives Tier 2 risk assessments and has assisted in Tier 3 risk assessments at several sites. Mary has also completed Comprehensive Environmental Response, Compensation, and Liability Act risk assessment and feasibility study documents and participated in Comprehensive Environmental Response, Compensation, and Liability Act community relations activities including preparation of community relation plans and public meetings.

Mary has planned and overseen site remediation and redevelopment projects since 2000 for Chicago Public Schools and the Public Building Commission of Chicago. Mary has overseen the asbestos and lead based paint inspection, design and oversight services performed by WSP for Chicago Public Schools since 2005 and has been overseeing these same services for the Public Building Commission since 2010. She has also overseen pre-demolition asbestos inspections and lead based paint inspection and risk assessment for the public/private joint venture which is redeveloping military housing at Great Lakes, Fort Sheridan, Glenview Naval Air Stations, and Crane Naval Base in Indiana.

Project Experience

Environmental Investigation Manager/Geologist: I-88 (Reagan Memorial Tollway), Aurora Toll Plaza to IL 59 Roadway and Bridge Rehabilitation, Illinois Tollway, Aurora, Illinois – Mary was responsible for Phase I and Phase II Environmental Assessments, mapping of soils for re-use on-site or disposition as Clean Construction and Demolition Debris disposal or to landfill. Phase II design services for the 5.3 miles of patching and resurfacing of the roadway and shoulders, repair of four bridges and sign structures over the Tollway, removal of the I-88 Bridge over the Illinois Prairie Path and replacement with an arched culvert for the multi-use path. Other design elements include pavement condition evaluation, drainage design, barrier warrants, pavement marking, maintenance of traffic plans, sediment, and erosion control.



MARY JANK, PG (continued) SENIOR ASSOCIATE GEOLOGIST

Reviewer: Numerous Facilities, Phase I Environmental Site Assessments – Mary led professionals responsible for reviewing Phase I Environmental Site Assessments at a wide variety of facilities, including former and existing manufacturing facilities, warehouses, greenfields, and schools located in a variety of settings, from residential to industrial/commercial areas. Involvement on these projects has included performance of the site visit, document review, assistance with report preparation, and preparation of recommendations, including recommendations for Phase II scopes, when warranted.

Regulatory Consultation: Remediation Management, Peoples Gas & Light/Henkels & McCoy Inc., Chicago, Illinois – Mary provided consultation on regulations about soil impacts and disposal options. A natural gas utility company in Chicago (Peoples Gas & Light) is replacing approximately 600 miles of natural gas lines in residential, commercial, and industrial areas throughout the city of Chicago corporate boundary limits. The following functions are being conducted. 1) Historic site-use reviews in areas of commercial and industrial use where there is a potential for encountering environmental impacts; 2) Performance of preliminary special waste and hazardous waste assessments in areas/zones where work is being performed; 3) Sampling and inspection of properties or locations for asbestos-containing materials; 4) Evaluation of on-site electrical transformers for polychlorinated biphenyls and sample natural gas meters for mercury; 5) Recommended compliance strategies; 6) Performed subsurface investigation(s) to characterize the nature and extent of environmental impacts identified during initial stages of the site investigation. Monitoring, sampling, and analyzing of on-site soils and groundwater, and recommending site remediation options. 7) Perform remedial actions at properties identified as impacted in areas where natural gas mains are being removed/replaced; 8) Excavate and remove impacted soils; 9) Use Illinois Environmental Protection Agency regulations (i.e., Tiered Approach to Corrective Action Objectives) by conducting a risk analysis to remediate soil and groundwater issues related to the various sites.

Project Manager: Phase I and Phase II Environmental Site Assessment, Robert Bosch LLC, Chicago, Illinois - Mary was responsible for client contact, budget, and final review of reports of Phase I, and subsequent Phase II Environmental Site Assessment of large industrial property in Chicago area. Minor metals contamination was discovered, thus it was recommended that leaching procedure testing and UCL95 averaging be performed to show that the metals would not be an issue for site closure, should it be needed.

Project Manager: Phase I Environmental Site Assessments and Asbestos Surveys for an Auto Center and a Gas Station, Village of Niles, Illinois - Mary was responsible for client contact, budget, and final review of reports. Phase I Environmental Site Assessments, and asbestos surveys of two properties, within the village, which it wished to acquire for redevelopment.

Project Manager: 7300 N. Waukegan Road Phase II Environmental Site Assessment for a Marathon Gas Station, Village of Niles, Illinois - Mary was Responsible for client contact, budget, and final review of reports. Phase II Environmental Site Assessment for a gas station, within the village, which it wished to acquire for redevelopment. The gas station had an active leaking underground storage tank incident with several tanks still in place.

Project Manager: 7300 Melvina Phase I, Phase II and Asbestos Survey, Village of Niles, Illinois - Mary was responsible for client contact, budget, and final review of reports. Mary performed Phase I, subsequent Phase II and asbestos surveys of a large former data center building being vacated and prepared for redevelopment by the village. Phase I identified a triple basin oil/water separator, a removed diesel underground tank and a current 8000-gallon underground tanks as concerns. Phase II was performed to address those concerns.

Project Manager: Paseo Brownfield Redevelopment, City of Chicago Department of Assets, Information and Services Bureau of Environmental, Health & Safety Management, Chicago, Illinois - Mary was responsible for client contact, budget, and final review of reports. She developed Work Plan and Scope, Authored Comprehensive Environmental Response, Compensation, and Liability Act Quality Assurance Project Plans (U.S. Environmental Protection Agency funding), Phase II Environmental Site Assessment and Data Validation for the Phase II Environmental Site Assessment. The city planned to redevelop the BNSF right of way as part of a larger rails-to trails project named the



MARY JANK, PG (continued) SENIOR ASSOCIATE GEOLOGIST

“Paseo.” The former BNSF right of way was redeveloped into a walking/biking path with associated green infrastructure. The City of Chicago did not have access agreements to investigate the BNSF right of ways, so the investigations to represent the BNSF right of ways were performed on the adjacent City of Chicago right of ways, where space was available.

Project Manager: Rogers Elementary School Annex, Public Building Commission, Chicago, Illinois - Mary was responsible for client contact, budget, and final review of reports. Phase I Site Assessment, Ground Penetrating Radar survey, preparation of bid specifications and drawing, and soil removal oversight for Rogers Elementary School Annex for Public Building Commission of Chicago. This work is in support of the construction of an annex on the property adjacent to the current school building.

Project Manager: Locke School Renovation and Roof Repair, Public Building Commission, Chicago, Illinois - Mary was responsible for client contact, budget, and final review of reports. She tested for lead based paint and asbestos in the existing school in support of the renovation of the existing school and repair of deaver beam supported roof trusses. She provided design drawings and specifications and oversight of asbestos removal and lead paint abatement where required.

Technical Lead: Heat Treating Line Dismantle, ITW CCNA, Itasca, Illinois - Mary was responsible for soils investigation, soil investigation budget and report preparation for a soil investigation and compliance assessment of tenant removal of two heat treating lines in the client facility.

Technical Lead: Renewal of Resource Conservation and Recovery Act Post Closure Care Permit, Tuscola, Illinois - Mary was responsible for preparation of text and supervision of exhibit preparation for ten-year post closure care of Resource Conservation and Recovery Act permit renewal.

Project Manager: 4301 W Chicago, City of Chicago Department of Assets Information and Services Bureau of Environmental, Health & Safety Management, Chicago, Illinois - Mary was responsible for client contact, budget, and final review of reports. She authored Phase II Environmental Site Assessment and performed Tiered Approach to Corrective Action Objectives risk evaluation. She performed Phase I and Phase II Environmental Site Assessment for a 30.4-acre vacant parcel, formally a brownfield that was developed as a railyard since 1990. She identified several environmental conditions in Phase I, including fill material and a possible tank on the site, and unresolved tank incidents on adjacent properties. The Phase II Environmental Site Assessment consisted of the installation of 24 soil borings, collection of 26 soil samples for analytical testing, the installation and sampling of two temporary monitoring wells, sampling of two existing monitoring wells, level survey of some existing and the newly installed wells, and a limited ground penetrating radar survey. Mary used averaging for comparison to objectives. Mary's recommendations for construction soil management and development considerations were included in the Phase II report.

Technical Lead: Retail Facility, Consolidated Consulting Group, Belleville, Illinois - Mary reviewed previous data and prepared strategic resource planning documentation recommending institutional controls and barriers. She used Consolidated Consulting Group's Phase I and Phase II assessments to complete Tiered Approach to Corrective Action Objectives evaluation, and prepared Site Remediation Program documentation, a Site Investigation Report, Remediation Objectives, and Remedial Action Plan. A Remedial Action Completion Report was completed and obtained No Further Remediation Letter.

Project Manager: Maintenance Garage Phase I, Phase II and Underground Storage Tank Removal and Closure, Village of Niles, Illinois - Mary was responsible for client contact, budget, and final review of reports. She authored Phase II Environmental Site Assessment and performed Tiered Approach to Corrective Action Objectives risk evaluation. Mary prepared specifications and bid documents for removal of five underground storage tanks during Phase I and Phase II for the Village of Niles former maintenance garage facility. The site consisted of four parcels on approximately 1.8 acres. Five tanks on one parcel which are being removed. Three tanks on another parcel which were previously removed. The Phase II Environmental Site Assessment consisted of the installation of 12 soil borings and the collection of 25 soil samples, the installation and sampling of three temporary monitoring wells, and a level survey of the newly installed wells.



MARY JANK, PG (continued) SENIOR ASSOCIATE GEOLOGIST

Project Manager: Mt. Green Annex II, Public Building Commission, Chicago, Illinois - Mary was responsible for client contact, budget, and final review of reports. She conducted a Phase I Site Assessment, Ground Penetrating Radar survey, prepared bid specifications and drawings, and soil removal oversight for Mt. Green Annex for the Public Building Commission of Chicago. This work was in support of the construction of a second annex on the property adjacent to the current school building.

Project Manager: Esmond Elementary Annex, Public Building Commission, Chicago, Illinois - Mary was responsible for client contact, budget, and final review of reports. She conducted lead based paint and asbestos testing in the existing school and adjacent annex in support of the construction of a new annex connected to the existing school and demolition of the adjacent annex building. Mary provided design drawings and specifications and oversight of asbestos removal and lead paint abatement. She also oversaw the removal of asbestos ducting discovered during excavation activities for utility installation.

Technical Lead: Mariano's Store M-544 Proposed Fuel Center, Food 4 Less Midwest, Crystal Lake, Illinois - Mary was responsible for preparation of an Environmental Impact Assessment. New gas stations in the City of Crystal Lake were required to obtain a Special Use Permit before constructing a gas station. The Special Use Permit process required the applicant to comply with several criteria; one of which is a requirement to provide an environmental impact statement indicating that the use will not negatively affect ground water resources or contaminate the soil. WSP prepared the Environmental Impact Assessment required for this statement.

Project Manager: Amtrak Union Station Renovation and Redevelopment, Amtrak, Chicago, Illinois - Mary was responsible for client contact, budget, review of planning and costs, and preparation of review summaries. She attended meetings with Amtrak and the developer for review of comments and conclusions. Amtrak requested that WSP review planning and costs for asbestos and lead based paint removal and renovation of a portion of Union Station, and the demolition of an adjacent parking garage structure, followed by soil removal and construction of a new building on parking garage parcel. WSP reviewed a previous Phase I and Phase II from the developer's consultant, determined potential cost savings for soil removal and developed guidance documents for Amtrak regarding asbestos, lead based paint and soil handling and removal. WSP then oversaw soil removal as clean construction or demolition debris and non-special waste working for both Amtrak and the developer.

Technical Lead: Resource Conservation and Recovery Act Post Closure Part B Permit, Tuscola, Illinois - Mary was responsible for data validation, statistical analysis of data, review of reports, groundwater modeling and technical and regulatory guidance. Additionally, she was responsible for ongoing post closure care sampling and Resource Conservation and Recovery Act Part B permit issues for closed surface impoundment and tank area at active facility in downstate Illinois. She performed statistical evaluations of groundwater data and determined the best approach for permit changes when required. She conducted quarterly sampling and reporting for the Subpart F monitoring well network and monitored the solid waste management units. The well network included nine wells installed into the upper aquifer. The wells were sampled for permit parameters and annually for U.S. Environmental Protection Agency Appendix IX groundwater monitoring constituents. Solid waste management units sump samples were collected for volatile organic compound analysis.

Project Manager and Reviewer: National Park Due Diligence Services, Indiana Dunes National, Lakeshore, Ontario - Mary was responsible for client contact, budget, and final review of reports. She conducted Phase I Environmental Site Assessments on over 20 parcels being acquired by the National Park Service for incorporation into the Indiana Dunes National Lakeshore. The Phase I Environmental Site Assessments were performed over multiple mobilizations and prepared in a short timeframe to meet the needs of the National Park Service.

Technical Lead: Elgin O'Hare Western Access Design Services, Franklin-Green Interchange to Bensenville Yard, Illinois Tollway, Chicago, Illinois - Mary was responsible for the environmental investigation of sites along a



MARY JANK, PG (continued)

SENIOR ASSOCIATE GEOLOGIST

corridor to determine environmental impact, soil disposal options and as required, site closures. She prepared Phase II engineering services for contract plans and specifications and project related permits for the Elgin O'Hare Western Access mainline from I-294 to I-90 in DuPage and Cook Counties, Illinois. This project was for the Western Access corridor between Franklin Street/Green Street Interchange and the Canadian Pacific Railway Bensenville Yard in Cook County, Illinois. The scope of proposed improvements included constructing new mainline pavements along the Western Access corridor, ramp construction, drainage improvements, retaining wall construction, earthwork, traffic barriers, lighting installation, installation of storm sewers and drainage structures, maintenance of traffic, pavement markings and other miscellaneous construction.

Geologist: XOM Sauget / 12011, ExxonMobil Environmental Service Company, East St. Louis, Illinois – Mary was responsible for risk assessment (Tiered Approach to Corrective Action Objectives) and Site Remediation Program regulatory review of reports, and Tier 2 risk assessment calculations. WSP began monitoring and remediation work at the ExxonMobil southern Illinois site in 2013. Shallow unconfined groundwater had been impacted by an undocumented refinery system release. WSP gauged light non-aqueous phase liquid in monitoring wells and installed a passive groundwater pump and treatment system along the western perimeter of the property. A comprehensive subsurface investigation was completed at the Sauget site in 2015 and 2016 which consisted of site-wide drilling and sampling, soil and groundwater sampling, slug testing, analytical testing of soil and groundwater, and reporting to regulatory agencies.

Environmental Services: North Milwaukee Avenue Addison Street to Belmont Avenue Phase II Design, Chicago Department of Transportation, Chicago, Illinois – Mary aided with environmental aspects of Phase II final engineering services for the reconstruction and resurfacing of Milwaukee Avenue from Addison Street to Belmont Avenue, in accordance with the approved Project Development Report. The project included modification of Project Development Report documents as required and the preparation of contract plans, specifications, and estimates for the resurfacing/reconstruction of the roadway including, installation of new street lighting, traffic signal modernizations, installation of landscape and/or streetscape features and sewer and drainage work.

Environmental Investigation Manager: Interstate-90 Jane Addams Memorial Tollway, Kennedy Expressway to Oakton Street, Illinois Tollway, Cook County, Illinois – Mary was responsible for the investigation of the corridor for determination of appropriate soil disposal analysis in conformance with new Illinois Clean construction or demolition debris regulations, specifications, and estimates. She oversaw the removal of an underground storage tank discovered adjacent to the right of way. She created a final design for the reconstruction and added-lanes of 5.5 miles of Interstate-90 (Jane Addams Memorial Tollway) as part of Illinois Tollway's Move Illinois Program. Work included preparing a Master Plan Update to address a wider inside shoulder and lane for future transit options and an improved profile. Design services included roadway design, bridge design (13 bridges); retaining wall design; hydraulic modeling and drainage design; utility coordination; barrier warrant analyses; maintenance of traffic; signing and striping; 401/404 and Illinois Department of Natural Resources permit applications; specifications and estimates.

Project Manager: Preliminary Site Investigation Report Nine Potential Waste Sites Along FAP 591 (US 34) Yorkville, Illinois Department of Transportation, Kendall County, Illinois – Mary was responsible for the budget, review of reports and oversight of project activities. She completed provider service identifiers (PSI) for planned reconstruction of US 34 in Yorkville, Kendall County, Illinois. The project consisted of completion of 31 soil borings and collection of 41 soil and three groundwater samples. Based on analytical testing, recommendations for soil and groundwater management were made, costs for the potential soil and groundwater disposal were estimated and provided for project planning. Clean construction or demolition debris soil disposal forms (form 663) were also prepared for Illinois Department of Transportation use.

Environmental Services: Value Engineering - PTB 179-006, Illinois Department of Transportation, Schaumburg, Illinois – Mary was responsible for providing environmental recommendations for a value engineering study of soil assessment and excess soil disposal options for Illinois Department of Transportation under this contract. She contrasted



MARY JANK, PG (continued) SENIOR ASSOCIATE GEOLOGIST


current practices with those used by other agencies (Illinois State Toll Highway Authority, Public Building Commission, etc.) in this area and provided recommendations.

Project Manager: Walter Payton Prep High School Annex, Phase I and II, Public Building Commission of Chicago, Illinois - Mary was responsible for document preparation, risk assessment (Tiered Approach to Corrective Action Objectives), and project management. She oversaw the investigation, design, and remediation activities at a parking lot adjacent to a Chicago Public School High School. The project objective was the development of the parking lot to an annex connected to the existing school. Closure took place under Illinois Site Remediation Program with remediation performed in conjunction with site preparation for annex construction.

Senior Associate Geologist: Lake County Skokie Valley Ped Bridge, Lake County Division of Transportation, Highland Park, Illinois - Mary oversaw the performance of a Phase I Environmental Site Assessment and provided recommendations for soil handling. The project was a Phase I study for a new pedestrian bridge carrying the existing Skokie Valley Bike Path south into Cook County. This bridge was built under electrical transmission lines and required extensive coordination with ComEd, as well as the Union Pacific Railroad, and multiple municipal stakeholders. Federal Highway Administration coordination for funding, wetland delineations, Environmental Site Assessments, preliminary bridge design, public outreach, and landscape architecture are also part of this project's scope of work. Type Size and Location plans were submitted to Illinois Department of Transportation's Bureau of Bridges and Structures.

Geologist: Phase I and II Environmental Assessments, Leggett & Platt / Sterling Steel Company LLC, Sterling, Illinois - Mary was responsible for client contact, project management, and review of documents. She reviewed Phase I and Phase II documents and provided technical input about Tiered Approach to Corrective Action Objectives and Site Remediation Program. Beginning in 2001, she performed Phase I and II environmental assessments and provided regulatory support at the client site, a 700-acre industrial steel operation, including due diligence of American National Standards Institute Phase I and Phase II, a past compliance profile, entry of site into Site Remediation Program (2002) Comprehensive Site Investigation Report, Remedial Objectives Report, and Remedial Action Plan. Remediation.



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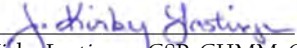


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wood.

Certificate of Training

This certifies that
Mary E. Jank
has completed the annual 8-hour
Hazardous Waste Site Health and Safety Refresher Course
as required by 29 CFR 1910.120(e)
on
August 5, 2022


Kirby Lastinger, CSP, CHMM, CIT
Southeast US HSSE Manager

August 5, 2022
Date



IAN T. JARRETT

ian@eanalysisinc.com

Senior Project Manager

Cell: 708 288-1847

PROFESSIONAL QUALIFICATIONS

Mr. Jarrett has been involved in the environmental business for 15 years and within that period has performed multiple roles in several diverse aspects of environmental consulting. Ian's duties include project management and on-site project oversight to ensure that the project is performed per all current regulations as well as plans and specifications and typically perform the following tasks:

- On-site management of projects including scheduling and coordination with other trades
- Technical roles such as air monitoring, soil sampling, soil remediation oversight, bulk asbestos, lead, and mold sampling
- Attendance of all construction meetings relevant to Project
- Maintaining all applicable environmental regulatory compliance and closeout documents

EDUCATION

Mount Carmel High School, 1992-1996

Bachelor of Science Degree in Environmental Policy, St. Norbert College, WI 1996-2000

REGISTRATIONS/CERTIFICATIONS

Illinois Department of Public Health Licensed Asbestos Project Manager

Illinois Department of Public Health Licensed Air Sampling Professional

Illinois Department of Public Health Licensed Asbestos Inspector

Illinois Department of Public Health Licensed Lead Paint Inspector

40-Hour Waste Operations and Emergency Response Supervisor Training- EPA/OSHA/DOT Certified

PROJECT EXPERIENCE

Illinois Constructors Corporation

2007 – Present

Mr. Jarrett, as part of EAI's team of inspectors, has performed several lead paint surveys utilizing an XRF gun at numerous bridge structures throughout the states of Indiana and Illinois. The purpose of the lead testing was to document and sample all painted components for lead-based paint and develop a report that summarizes the location and condition of the lead-based painted components identified during the survey. The report was utilized to aid the contractor in selecting the proper PPE and engineering controls necessary while conducting the required work activities. While the work activities were conducted, Mr. Jarrett would also conduct lead air sampling. The purpose of the air sampling was to use the data to generate a negative exposure assessment for each worker conducting the work activities and to verify that proper respiratory protection was being utilized as required through OSHA regulation. Mr. Jarrett also observed the work activities and engineering controls to verify that the contractor was also meeting EPA requirements of no visible emissions while the work was conducted.

Columbia College of Chicago **2001 – Present**

Mr. Jarrett has performed lead paint testing within several buildings on the Columbia College Campus in the process of data assembly for the production of lead-based paint Management Plans between 2011 and present. All identified LBP components were cataloged and recorded for future use. These plans are used by University safety personnel in planning future renovations and maintenance activities within the buildings. In addition, Mr. Jarrett performed project oversight for numerous abatement and mitigation projects, coordinating with the selected Environmental Contractors. This oversight included submittal assembly and enforcement of all applicable state and federal regulations, including air sampling during and post-abatement.

Ford Assembly Plant – Hazelwood, Missouri ***February – September 2010***

Mr. Jarrett was the on-site Project Manager for oversight of the asbestos abatement activities associated with the decommissioning and demolition of the 4,000,000 square-foot assembly plant in 2010, which included the asbestos abatement of three large 2 story boilers located in a central boiler plant. Mr. Jarrett worked directly with the General Contractor's and the Abatement Contractor's management team to develop a weekly work schedule and maintain work activity coordination between other trades working on the project. Mr. Jarrett worked closely with Missouri Department of Natural Resources inspectors when they made site visits. During abatement activities, Mr. Jarrett performed air sampling to verify the abatement contractor did not exceed the OSHA PEL associated with the level of respiratory protection utilized. Mr. Jarrett verified that all asbestos abatement work activities were conducted meeting the applicable regulatory requirements. Mr. Jarrett was the primary inspector during the asbestos survey work performed to aid in the development of the project environmental scope of work.

AT&T Services– Various Locations 2010 - Present

Mr. Jarrett has been responsible for the oversight of asbestos and lead abatement projects at more than 60 central operations locations throughout Illinois. Among the responsibilities, Mr. Jarrett has been tasked with are conducting air monitoring during and post-abatement. In addition, Mr. Jarrett was also responsible for providing the client with a final comprehensive asbestos abatement report including all submittals from the contractor and a project summary. Mr. Jarrett has also conducted several asbestos and lead-based paint building inspections in specified work locations for AT&T at more than 30 locations, after which Mr. Jarrett issues comprehensive reports that catalog survey findings.



525-535 West Jefferson Street • Springfield, Illinois

IDPH ASBESTOS PROFESSIONAL LICENSE

ID NUMBER ISSUED EXPIRES
100 - 10198 4/27/2023 05/15/2024

IAN T JARRETT
9546 S MOZART
EVERGREEN PARK, IL 60805
Environmental Health



IAN T JARRETT
9546 S MOZART
EVERGREEN PARK, IL 60805

4/27/2023



ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 10198

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 - 10198 | ISSUED 4/27/2023 | INSPECTOR | 3/9/2024 |
| IAN T JARRETT 9546 S MOZART EVERGREEN PARK, IL 60805 Environmental Health | EXPIRES 05/15/2024 |  | PROJECT MANAGER AIR SAMPLING PROFESSIONAL | 5/19/2023 |
| | | | 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

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**LEAD RISK
ASSESSOR LICENSE**

| LEAD ID | ISSUED | EXPIRES |
|---------|------------|-----------|
| 011336 | 12/13/2022 | 1/31/2024 |

Ian T Jarrett
9546 S Mozart
Evergreen Park, IL 60805



ILLINOIS LEAD PROGRAM
Environmental Health

CERTIFICATE OF ACHIEVEMENT

Lead Risk Assessment Recertification

Accredited by Illinois Department of Public Health

This is to certify that IAN JARRETT has completed the 8-HOUR LEAD RISK ASSESSMENT RECERTIFICATION course and successfully passed the examination on 09/16/2022 with a minimum score of 70%. Training was in accordance with Title X, U.S. EPA Model Training Course Curriculum, 1995, the HUD Guidelines, 1995, and the Illinois Dept. of Public Health, 1998.

09/16/2022

Course Dates:

09/16/2025

Expires:

2209RAR03

Certificate Number:



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

A handwritten signature in black ink, which appears to read 'N Peneff'.

Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # L-017B

CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Approved by the Illinois Department of Public Health and Indiana Department of Environmental Management

This is to certify that IAN JARRETT
has completed the Contractor/Supervisor Recertification course and passed the examination
on 05/01/2023 with a minimum score of 70% or better. Training was in accordance with U.S.
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC
18-2.



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

05/01/2023

Course Dates:

05/01/2024

Expires:

2305CSR04

Certificate Number:

A handwritten signature in black ink, appearing to read "N Peneff", is written over a horizontal line.

Director of Training
Nicholas J. Peneff
Doctor of Public Health

Phone: 312-491-0081

FORM # A-008

CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Accredited by the Illinois Department of Public Health

This is to certify that IAN JARRETT
has completed the ASBESTOS INSPECTOR'S REFRESHER course and successfully passed the
examination on 03/09/2023 with a minimum score of 70% or better. Training was in accordance
with U.S. E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools:
Model Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA.

03/09/2023
Course Dates:

03/09/2024
Expires:

2303BIR08
Certificate Number:



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A handwritten signature in black ink that reads "N Penneff DPH".

Director of Training
Nicholas J. Penneff
Doctor of Public Health

Phone: 312-491-0081

FORM # A-010B



GUSTAVO PALLARES SENIOR CADD SPECIALIST

Firm Name

WSP

Experience

Industry: 1999
WSP: 2004

Education

Associate Degree,
Computer Aided
Design & Drafting,
Elgin Community
College, 2000.

Office Location

Chicago, Illinois

Career Summary

Gustavo is Senior CADD Drafter who specializes in creating detailed drawings for a variety of engineering and environmental projects. He performs drafting for transportation, environmental, industrial, geotechnical and façade restoration projects. Gustavo has created AutoCAD and MicroStation design files and templates, in addition to performing visual construction inspections and field work for construction materials testing. He is knowledgeable of Americans with Disabilities Act compliance regulations and has performed Americans with Disabilities Act surveys and written subsequent reports. He is fluent speaking, reading and writing Spanish.

Project Experience

CADD Designer: Environmental Consulting Services for School Facilities, Chicago Public Schools, Chicago, Illinois - Responsible for designing asbestos sample locations for multiple school sites. Environmental consulting, management and oversight services Master Services Agreement for various elementary, middle and high school buildings and support facilities throughout city of Chicago Public School system. Services included planning and oversight of abatement of asbestos-containing materials and lead-based paint; industrial hygiene services; and environmental investigations as needed. Services at more than 70 school facilities throughout city of Chicago metropolitan area.

CADD Designer: Illinois Department of Transportation Statewide Environmental Services - Responsible for development of plan sheets based on boring location data collected on site. Completion drawings showing location of soil borings and groundwater samples.

CADD Designer: North Hollywood Operable Unit 1B Groundwater Treatment System, Confidential Client, North Hollywood, California - Responsible for development of plan sheets for proposed groundwater treatment system for the North Hollywood operable unit. Responsibilities included the development and layout of proposed piping and instrumentation diagram for treatment plan, block Flow diagrams, and electrical design installation layout for existing NHE wells and proposed NHE wells. Design and specification of a new \$15 million groundwater treatment system to remove volatile organic compounds from extracted groundwater hexavalent chromium, and 1,4-dioxane from extracted groundwater prior to delivery into the potable water intake system for the City of Los Angeles. Project required extensive work on removal technologies for very low levels of hexavalent chromium through ion exchange and removal of organics using advanced oxidation processes. Project was also a Comprehensive Environmental Response, Compensation, and Liability Act project requiring coordination with multiple stakeholders including multiple government agencies and the U.S. Environmental Protection Agency.

CADD Designer: Illinois Department of Transportation, Statewide Environmental Services, Springfield, IL Preliminary Site Investigation Report Nine Potential Waste Sites Along FAP 591 (US 34) Yorkville, Kendall County, Illinois - Responsible for Development of plan sheets based on boring location data collected on site. Completion of 31 soil borings and collection of 41 soil and 3 groundwater samples. Based on analytical



GUSTAVO PALLARES (continued) SENIOR CADD SPECIALIST

testing, recommendations for soil and groundwater management were made, costs for the potential soil and groundwater disposal were estimated and provided for project planning. Clean construction or demolition debris soil disposal forms (form 663) were also prepared for Illinois Department of Transportation use.

CADD Designer: Civil and Storm Water Design Projects, Basin Electric Power Cooperative, Leland Olds Station, Stanton, North Dakota - Responsible for drafting project based on engineers design. Create plan and detail sheets based on customer and engineers requests. Civil, structural, process and electrical designs for a \$6 million project to provide grading and infrastructure to handle plant storm water and coal pile discharge due to the closure of the current ash ponds. The project included civil grading, new storm sewer systems, collection of coal pile runoff, conveyance, and new concrete settling basin. Treated discharge required the design of a new conveyance system and new river discharge. This was particularly difficult in North Dakota where low winter temperatures can cause excessive freezing. The new system will provide better conveyance of storm water reducing flooding and allowing the ash ponds to be closed and capped.

CADD Designer: ABSAT Dam Repair Program, Confidential Client, Various Sites, Ohio and Indiana - Responsible for Development of site and base map location figures by used of autocad. Designed lining for existing outfall pipes though regulated dams, performed remote closed caption television inspections and associated reports/recommendations of existing outfall pipes, designed stormwater re-direction/re-routing, and associated hydraulics and hydrology calculations. Supported company with Permit submissions of all designs to the appropriate State Environmental Regulatory Agencies and the U.S. Army Corps of Engineers. Request for proposal document development for the construction execution of pipe lining/replacement projects, performing contractor bid reviews, provided recommendations for contractor selection and performed construction inspection services. Responsible as the engineer of record for the final plans, specifications related to pipe lining and grouting and the Engineer of Record Certification Report for Ohio sites.

CADD Designer: North Hollywood Operable Unit Second Interim Remedy Drilling, Aquifer Testing, Model Update, and Draft Treatment Options Memo, Confidential Client, North Hollywood, California - Responsible for the development of engineering site plans based on data collected by surveyors using autocad software. WSP used a limited access mud-rotary drilling rig to install two piezometer couplets beneath high-voltage power lines and a third piezometer couplet in a residential neighborhood. Each piezometer was developed and surveyed and used to monitor drawdown from pumping at adjacent extraction wells during three separate aquifer tests. Test results were used to update a groundwater flow model and prepare a Treatment Options Memorandum.

CADD Designer: Leland Olds Station, Non-Effluent Limitations Guidelines Wastewater Flow, Stanton, North Dakota - Responsible for Development and creating of engineering plan profile and detail sheets on CADD software based on engineer specifications. CADD support for engineers on design team. Engineering services to collect and reroute wastewater flows which were not regulated under U.S. Environmental Protection Agency's effluent limitations guidelines away from existing coal ash ponds which were in the process of being closed. Project included new storm sewer design, regrading of areas to redirect storm water, and implementation of new sumps and pumps to redirect collected storm water to other collection basins. These flows were not regulated and could be discharged directly. This reduced the load on existing treatment systems.

CADD Designer: Savanna Army Depot Inspection /Remediation, M A C Paran Consulting Services, Inc., Savanna, Illinois - Responsible for the development of CADD sheets Showing sampling location based on data provided by the engineer events and house in a new Wastewater Treatment Building of pre-engineered design.

CADD Designer: Landers Yard Maintenance Wash Pad Design, Norfolk Southern Corporation, Landers Yard, Chicago, Illinois - Responsible for the development of CADD sheets Showing plan view, details and specifications for proposed maintenance pad and related work. CADD support for engineer on design team. Design of a new maintenance wash pad for the cleaning of equipment prior to repair. Wash pad was designed for heavy loads and drained to a collection system where storm water was collected and treated through an oil/water separator prior to discharge to the City of



GUSTAVO PALLARES (continued) SENIOR CADD SPECIALIST

Chicago sewer system. A larger pad enabled more concurrent maintenance while containing and treating oily wastewater.

CADD Designer: Wastewater Treatment Plant Upgrades, Amtrak, Stanford, Tennessee - Responsible for layout and plan preparation of water main. WSP was retained by the National Railroad Passenger Corporation (Amtrak) to develop necessary upgrades to the Sanford, Florida Maintenance Terminal for handling shop generated industrial wastes. The purpose of this project will be to replace the existing antiquated oil-water separator equipment with a vendor supplied skid-mounted dissolved air flotation treatment system presently designed to handle current and anticipated volume increases of wastewater discharged from present rail yard washing operations and future Sun Rail passenger train washing

CADD Designer: Amtrak Chicago Lumber Street Yard Gas/Diesel Tank Instantiation, Amtrak, Chicago, Illinois - Responsible for drafting for site development and location of above ground storage tanks. WSP was retained by the National Railroad Passenger Corporation (Amtrak) to plan, design, and handle permitting for the installation of two above ground 2,500 gallon petroleum storage tanks with secondary containment and vehicle entry RCC apron at Amtrak's Chicago Lumber Street Maintenance Terminal. 2,500 gallon volume tank capacity is split to accommodate 1,000 Gallon of gasoline and 1,500 gallons of diesel fuel. Tanks are both double-walled steel tanks in compliance with UL-2085 fireguard, thermally insulated requirements. In addition, tanks are also in compliance with the latest edition of the National Fire protection Association National Fire Protection Association 30 and 30A requirements for flammable and combustible liquids code passing 2-hour fire test.

CADD Designer: Bulk Trans Facility, Norfolk Southern Corporation, Knoxville, Tennessee - Responsible for CADD Support from engineering CADD files provided by client. Engineering design covered site re-development and grading for installation of 4-freight car stub-end unloading/loading of bulk commodities. Also included is design and layout of water, sanitary, and storm sewer service connections. Design of site electrical and lighting design was also included. WSP also provided construction management services. Project serves to aid in the receiving and distribution of local commodities and providing relief from the heavy volume of truck traffic in the project area.

CADD Designer: Southeast Area Elementary School Environmental Services, Public Building Commission of Chicago, Chicago, Illinois - Responsible for development of CADD files including site location and investigation maps and sampling locations based on data provided by field personnel. Phase II Environmental Site Assessment on several parcels being considered for construction of the Southeast Area Elementary School for the Chicago Public School District. The 2.94 acres of land is located along South Indianapolis Avenue between East 104th Street and East 105th Street in Chicago, Illinois 60617. WSP performed the Phase II and then another phase of investigation in 2010. An underground storage tank was discovered during test pitting, and soils contaminated by petroleum hydrocarbons were identified as requiring remediation.

CADD Specialist: Friendship Park Design-Build Contractor, Construction Management, Underground Storage Tank Removal, Village of Wheeling, Illinois - Responsible for drafting site layout of Underground Storage Tanks Served as Prime Contractor for design-build of a municipal park with waterfall feature, lighting, pedestrian walkways and benches and green space, serving as a centerpiece for municipal beautification. Responsible for design, general contractor duties, full-time construction management and environmental services that included removal of 6 previously unidentified Underground Storage Tanks (USTs) and backfilling the site.

CADD Specialist: Vanex Kelsol Tank Engineering, PPG Industries, Inc., Mount Vernon, Illinois - Responsible for development of plan and details sheets for proposed industrial tanks. Created piping and instrumentation diagram sheets, electrical sheets and structural design sheets based on engineers instructions. Kelso paint resin was previously stored in small quantities in an area that was not electrically classified. As the room where the material was being stored was being converted into manufacturing operations, the Kelsol product needed to be moved to a dedicated bulk storage facility behind the main plant.



GUSTAVO PALLARES (continued) SENIOR CADD SPECIALIST

CADD Designer: XOM Joliet Refinery, ExxonMobil Environmental Service Company, Channahon, Illinois - Responsible for collecting field crew data and provide and create CADD figures showing site investigation and data collected. Update of survey information based on survey crew data. WSP directed the environmental programs for ExxonMobil, for the purpose of: 1) developing & integrating ExxonMobil's health and safety program of principles/practices and management systems into business operations and former terminal sites, 2) providing technical support & resource coordination for global real estate and business transactions, and 3) management of projects/portfolio of environmental remediation liabilities and financial reserves. Numerous professionals and technicians provide hydrogeologic, geotechnical, geological, environmental, and remediation services at the Joliet Refinery.

CADD Designer: Payton Phase I and II, Public Building Commission of Chicago, Illinois - Preparation of CADD figures on location and sampling areas. Investigation, design and oversight of remediation activities at a parking lot adjacent to a Chicago Public School High School. Objective was the development of the parking lot into an Annex connected to the existing school.

CADD Designer: ES Modular, Public Building Commission of Chicago, Chicago, Illinois - Responsible for CADD layout for investigation areas. Investigation, design and oversight of excavation of a playground area and parking area adjacent to two different Chicago Elementary Schools. Objective was the installation of modular classrooms adjacent to the existing schools: Mt. Greenwood and Tonti Elementary Schools.

CADD Designer: XOM East Chicago/13024, ExxonMobil Environmental Service Company, East Chicago, Indiana - Responsible for CADD design on site and sampling locations. Day-to-day management of environmental and sustainability programs for the ExxonMobil East Chicago, Indiana project site. Provided - 1) development & integration of E&S principles/practices and management systems into business operations and brands/products, 2) provision of technical support & resource coordination for global real estate and business transactions, and 3) Management of projects/portfolio of environmental remediation liabilities and financial reserves.

CADD Designer: XOM Sauget / 12011, ExxonMobil Environmental Service Company, East St. Louis, Illinois - Responsible for CADD design on site and sampling locations. WSP began monitoring and remediation work at the ExxonMobil southern Illinois site in 2013. Shallow unconfined groundwater had been impacted by an undocumented refinery system release. WSP is gauging light non-aqueous phase liquid in monitoring wells and recently installed a passive groundwater pump and treatment system along the western perimeter of the property. A comprehensive subsurface investigation is proposed at the Sauget site in 2015 and 2016 which will consist of site-wide drilling and sampling, soil and groundwater sampling, slug testing, analytical testing of soil and groundwater, and reporting to regulatory agencies.

CADD Designer: Avaya Montgomery IL-2015 Tasks, Avaya, Inc., Montgomery, Illinois - Responsible for updating CADD figures for quarterly reports. Environmental services to assist Avaya with compliance with the Illinois Environmental Protection Agency Resource Conservation and Recovery Act Remedial Action Plan Permit for Post-Closure Care for this site. Environmental Services include, quarterly groundwater monitoring, and maintenance on asphalt cap that serves as an engineered barrier over the Resource Conservation and Recovery Act Corrective Action Management Unit.

CADD Designer: Basin Electric Leland Olds Power St, Basin Electric Power Cooperative, Stanton, North Dakota - Responsible for site layout for proposed locations for new dewatering interim system. WSP was retained to provide design services for the interim ash handling system and to provide owners representative services during construction. Since there was only 2.5 months until the deadline, WSP undertook a lean engineering design producing documents at a 30% completion level. On-site contractors began to construct the facility drawing on their construction abilities while WSP filled in the gaps with additional engineering design. Our on-site services kept the project organized, prioritized, and on schedule.



GUSTAVO PALLARES (continued) SENIOR CADD SPECIALIST

CADD Designer: GARB Repair Water Laterals, EMR, Inc. Peru, Indiana - Responsible for creating drawings for final plan submittal. Engineering design and project supervision for removal and replacement of domestic water and fire suppression water laterals for ten facilities. Conducted site visits and production of plans and specifications necessary for review, approval and installation of replacement water laterals, fire suppression lines at three buildings and eight fire hydrants at Grissom Air Reserve Base.

CADD Designer: On-Site Environmental Services 09/2006-Ongoing, ArcelorMittal Riverdale, Inc., Riverdale, Illinois - Responsible for designing site investigation layout design. On-site environmental services at steel production facility on 167-acre industrial complex including preparing compliance submittals to regulatory agencies; participating in agency inspections and responding to requests; reporting non-compliance events; preparing plans and programs; conducting compliance sampling and monitoring, performing visible emission readings / inspections; and participating in facility's ISO program. Also assisted with periodic industrial hygiene surveys.



MIKE SMITH, CIH

ASSISTANT VICE PRESIDENT, ENVIRONMENTAL SCIENTIST

Firm

WSP

Experience

Industry: 1989

WSP: 2005

Education

MS, Biology,
University of
Nevada, 1985

BS, Psychobiology,
University of
California, 1982

Professional Registrations

Certified Industrial
Hygienist,
Nationwide, 7256

AHERA Certified
Building Inspector

Trainings

40 Hour
HAZWOPER

(Hazardous Waste
Operations and
Emergency
Response) Training

National Energy
Efficiency Council,
Building Operator
Certification

Certified Level 1 IR
Thermographer
(Infrared
Camera), 2005

Professional
associations

Indoor Air Quality
Association, Seattle
Chapter Director,
2004 to present

American Industrial
Hygiene Association
Pacific Northwest

Career Summary

Mike has over 34 years of experience providing industrial hygiene consulting and regulatory compliance services. Mike is an experienced certified industrial hygienist; and either manages or provides industrial hygiene assistance to WSP staff locally and globally. Services provided by Mike and colleagues include building assessments for microbial contamination and excess moisture (e.g., from floods, sewage backups, plumbing leaks); regulated building materials inspections (e.g., asbestos, lead, polychlorinated biphenyls); air and noise monitoring; electromagnetic field monitoring, health and safety plans, health and safety training, and indoor air quality evaluations (including post fire remediation sampling and protocols).

During the COVID-19 pandemic, Mike is providing industrial hygiene expertise to help clients navigate challenges such as facility “Safe to Work” plans, cleaning/disinfection protocols, worker protection and personal protective equipment (personal protective equipment), engineering controls and sampling.

Mike is an industrial hygiene key special leader within WSP’s service line program, moderating monthly internal calls, coordinating project opportunities, and connecting clients with WSP staff throughout the globe. Mike is also chair of WSP’s Asbestos Safety Board.

Mike also provides expert witness services regarding industrial hygiene, mold, asbestos, chemical exposures, hearing loss, and indoor air quality. Clients served by Mike and staff include law firms, insurance, construction, school districts, building owners, property managers, government agencies, and a variety of commercial and industrial facilities.

Mike also manages industrial hygiene staff in our Puget Sound and Portland Oregon offices.

Project Experience

Industrial Hygienist: Mold Consulting, Litigation Support, Flagler County Sheriff Operations Center, Bunnell, Florida - Provided third-party industrial hygiene review, expert opinion, and litigation support for the Florida Sheriff’s Risk Management Fund regarding previous industrial hygiene investigations conducted at the site. It included a site visit by Mike who observed another firm conducting site mold investigations. WSP was instrumental in providing useful expert opinion on whether the methods used during previous investigations met general standards of practice employed in the industrial hygiene industry, and if scientific results from these investigations were reliable according to industrial hygiene industry standards of practice.

Project Manager/Industrial Hygienist: Odor Investigation and Mitigation, Tacoma Mattress Factory Building, University of Washington, Seattle, Washington - Mike and a team of WSP industrial hygienists and a building science engineer provided the University of Washington with a comprehensive program of historical research, site assessment, baseline and post remediation air monitoring, infrared thermography, brick and (remediation). WSP’s discovered the odor was associated with exterior brick and defined the boundary for removal. All odor-producing brick and associated materials were removed and the building returned to normal occupancy.



MIKE SMITH, CIH (continued) ASSISTANT VICE PRESIDENT, ENVIRONMENTAL SCIENTIST

Section, American Industrial Hygiene Association, Past President

American Conference of Governmental Industrial Hygienists

Office Location

Colorado Springs, Colorado

Industrial Hygienist: Sewer Gas Odor Indoor Air Quality Consulting, “Hut” Brown Middle School, El Paso Independent School District, El Paso, Texas - Mike and staff from WSP’s El Paso office provided air monitoring for hydrogen sulfide gas and consulting assistance to the El Paso Independent School District, and provided comments at public meetings held at the school in which concerned parents, school staff, print and television media were present. Indoor air quality issues related to a sewer gas odor were resolved over time by implementing multiple strategies (e.g., changes to heating, ventilation, and air conditioning) to remove the offending odor.

Industrial Hygienist: Kahala Mall Mold Remediation, MMI Realty, Honolulu, Hawaii - Provided senior project management for WSP’s on-site support staff and 24 hours per day on-call support to MMI Realty Inc., following a significant flooding event in which the entire indoor mall was flooded to approximately 1-2 feet deep by storm water. Provided remedial workplans and specifications for immediate water removal and drying of the interior space. Instructed and oversaw mall representatives and their contractors during remedial efforts. Due to WSP’s disaster management efforts, the mall was reopened four days after the water intrusion event. Mold remediation was conducted under controlled environments and, in part, assessed by WSP in order to minimize impacts to mall occupants.

Client Account Manager, Project Manager, Industrial Hygienist: Travelers Insurance, Nationwide Industrial Hygiene, Mold Consulting, Asbestos Surveys Various Locations - Mike serves as client account manager, project manager, principal certified industrial hygienist, and regulatory/industry standard consultant to Travelers Insurance on property claims across the US. Under Mike’s direction, WSP Asbestos Hazard Emergency Response Act building Inspectors provide asbestos and other regulated materials surveys, documentation and sampling at fire- damaged buildings prior to entry of fire investigators to prevent occupational exposure and support regulatory compliance.

Services provided under Mike’s direction to Travelers’ adjusters also includes mold and moisture, bacterial assessments and remediation consulting, including in 2017, response to Hurricane Harvey on a large Travelers claim involving 80 small apartment buildings in Houston Texas.

Project Manager/Industrial Hygienist: Industrial Hygiene Consulting and Worker Exposure Assessments, Multiple Industrial Facilities, US and Canada - While at WSP, Mike has managed or provided senior certified industrial hygienist support on industrial hygiene consulting and worker exposure assessment projects in over 100 industrial facilities (including aerospace) across the U.S. and Canada, particularly in Washington State. Exposure monitoring has ranged from small to large worker sample sets and included exposure assessments for hexavalent chromium, welding fume (e.g., lead, cadmium, arsenic), metalworking fluids, volatile and semi-volatile organic compounds, isocyanates, silica, noise and other chemical, biological and physical hazards.

Industrial Hygienist: Industrial Hygiene Consulting, Pacific Research Laboratories (Sawbones), Vashon Island, Washington - Over the past 20 years, Mike and his industrial hygiene staff have provided industrial hygiene consulting and training



MIKE SMITH, CIH (continued) ASSISTANT VICE PRESIDENT, ENVIRONMENTAL SCIENTIST

services to assist Sawbones with continuous improvement to their health and safety program. Sawbones is a leader in manufacturing orthopedic and medical models for the worldwide medical community. Services provided by Mike have included worker training, health and safety plans, air monitoring for isocyanates, 4', 4' methylenedianiline, volatile organic compounds, noise monitoring, ventilation studies, and personal protective equipment.

Industrial Hygienist: Bill & Melinda Gates Foundation Headquarters, Hazardous Materials Consulting and Training, Sellen Construction, Seattle, Washington - Mike and WSP staff provided industrial hygiene consulting and training services regarding health and safety hazards during large scale excavation at the site in preparation for construction of the Gates Foundation headquarters buildings. Services included assistance to the general contractor and its subcontractors during soils excavations; observations and documentation of work practices; employee air monitoring for metals and solvents; emergency confined space assistance; health and safety plans; hazardous operations and other health and safety training.

Project Manager: Asbestos Surveys, Safety Video, Site Safety & Health Officer and Quality Control Manager, Siemens Industry, Inc., Dugway Proving Ground, Toelle, Utah - Mike was Project Manager during an extended project involving installation of Energy Conservation Measures (ECMs) at Dugway Proving Ground. WSP provided hazardous materials support to including asbestos surveys in over 50 buildings. In addition, WSP provided a site safety and health office/certified quality manager site safety & health officer/quality control manager to oversee Siemens during the field installation of utility monitoring and control systems at six buildings.

Project Manager: Siemens Government Technologies, Fort Wainwright, Alaska - Mike managed asbestos and other regulated materials consulting services at multiple facilities at Fort Wainwright Alaska, which included review of government sampling results, limited asbestos and lead sampling, and development of work plans. Lead assessments included lead dust location and content, development of lead exposure control plans, worker exposure assessments, and lead compliance consulting to Siemens Government Technologies in preparation for mechanical/control systems upgrades. WSP also provided asbestos, lead and polychlorinated biphenyl awareness training to workers in preparation for work at some Fort Wainwright buildings.

Project Manager/Site Mold Investigator: Mold Assessment, Remediation Consulting, Post Remediation Verification, Travelers, Zapp's Potato Chips, Gramercy, Louisiana - Following wind and moisture damage from Hurricane Ida in August 2021, which included a three-week power outage, Mike conducted a series of three site visits at Zapp's Potato Chip's by request of Travelers. Mike conducted an initial site investigation to determine wind, moisture and mold impact to the large food manufacturing facility; mold remediation guidance and consulting; mold sampling, moisture testing, and post remediation verification. Through collaborative work with the insurance company, site contractors (remediation and specialty) and Zapp's representatives, Mike assisted in successfully returning affected buildings to operational status which included removal or repair and cleaning/treatment of building materials affected by Hurricane Ida.

Project Manager: Mold and Moisture Consulting, Confidential Client (Hotel Construction), Seattle, Washington

- Provided certified industrial hygienist oversight, project management, site meetings, during mold and moisture assessments of building modules affected by moisture during transport and installation. Site work included documentation of moisture impacts to steel framing components, building finishes, and furnishings in 264 occupiable spaces. Additional site work included production of written remediation protocols, post-remediation verification services to confirm the modules were adequately remediated, dried, and cleaned, and a final report documenting site impacts as needed to substantiate the extensive scope of remediation work.

Project Manager: Mold Remediation Consulting, Drake University, Des Moines, Iowa - More than 45 buildings owned by Drake University sustained water damage from flooding following a July 1, 2018 storm that produced approximately eight inches of rain in two hours. At Drake's request, and by referral of one of WSP's major clients insuring the loss, WSP conducted initial mold and moisture assessments of affected buildings beginning on August 7, 2018. WSP provided



MIKE SMITH, CIH (continued) *ASSISTANT VICE PRESIDENT, ENVIRONMENTAL SCIENTIST*

mold remediation protocols, mold consulting, and post remediation verification services that resulted in successful remediation of affected buildings.

Project Manager: Post-Hurricane Harvey Remediation Consulting, Travelers, Houston, Texas - Following severe flood damage from Hurricane Harvey, completed remediation consulting for Travelers on a large loss claim involving 80 small apartment buildings in Houston, Texas. Mike was project manager, provided certified industrial hygienist oversight, quality assurance and quality control, and coordinated with a team of certified mold and asbestos inspectors, completing asbestos surveys, mold/flood remediation protocols, on-site assessments, sampling and post remediation verification throughout the project. By focusing on safety, following industry standards, and coordinating with claim stakeholders, the 80 buildings were successfully remediated and returned to occupancy in a timely manner.

ABIH[®]

american board of industrial hygiene[®]

organized to improve the practice of industrial hygiene
proclaims that

Michael Steven Smith

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 7256 CP
Awarded: November 8, 1996
Expiration Date: June 1, 2023



Jeffrey Miller
Chair, ABIH

Allen K. Olson
Chief Executive Officer, ABIH

Certificate of Completion

This is to certify that

Mike Smith

has satisfactorily completed
24 hours of training as an

AHERA Building Inspector

to comply with the training requirements of

TSCA Title II, 40 CFR 763 (AHERA)

EPA Provider # 1085

189981
Certificate Number



Instructor: David Welch

Jun 26 - 28, 2023 Expires in 1 year.

Date(s) of Training

Exam Score:
(if applicable) 98



- Facilities
- Environmental
- Geotechnical
- Materials

David Sloman, MPH, MBA, CIH, CSP

CERTIFIED INDUSTRIAL HYGIENIST

Experience Summary: *Demonstrated experience in overseeing health and safety programs, assuring compliance with OSHA requirements, including but not limited to, 29 CFR §1910.120, establishing and approving health and safety SOPs for emergency response activities, and reviewing and approving site specific health and safety plans.*

Mr. Sloman has over 26 years of experience and is responsible for conducting Occupational Safety and Health Administration (OSHA) compliance investigations and training, including: OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER), hearing conservation, confined space entry, respiratory protection, and hazard communication.

Responsible for OSHA compliance training program development and implementation, laser safety, exposure monitoring, ventilation system design review, troubleshooting and indoor air quality (IAQ) investigations, laboratory safety, and contaminant risk assessment.

Developed, implemented and managed a program for the testing of over 900 fume hoods at an Illinois major higher learning institution.

Developed, implemented and managed asbestos and mold management programs at an Illinois major higher learning institution.

Health and Safety Plans and Training.

Developed and provided a training program for property managers addressing illegal drug laboratories.

Mr. Sloman has provided training for a wide array of safety topics, including hazardous materials (HAZMAT) and hazardous worker operations and response (HAZWOPER), respirator and other PPE, asbestos awareness, worker and supervisor, OSHA 10 Hour General Industry/Construction Safety.

Identification, characterization and mitigation of a site involving commingled wastes including contaminated soils and unknown blood and body fluids. Prepared site specific H&S Plans and determined PPE levels. Completed initial characterization work in Level A. Downgraded PPE requirements for site work, following material laboratory analysis. Performed data validation on laboratory results. The initial HASP was related to the isolation and recovery of blood and body fluids. Following the site inspection, a much greater hazard level was apparent by virtue of the quantity and level of containerization and the total volume of the commingled wastes.

Current Position:

Responsibilities include providing technical consulting service and account coordination for a wide variety of clients in development/implementation/management of workplace health and safety issues. Some of these issues include: exposure assessment/monitoring, accident investigations, ventilation system design and review, respirator training, selection & use, IAQ investigations, noise monitoring/assessment, OSHA compliance training program development and implementation, environmental consulting/contractor selection, quantitative contaminant risk assessment, and ergonomics.

Education:

University of Illinois, 1999, Master of Public Health (MPH), Environmental/Occupational Health & Safety
Northern Illinois University, 1996, M.S., Occupational Health and Safety
Illinois Institute of Technology, 1994, Environmental Engineering Certificate
University of Illinois, College of Pharmacy, 1979, B.S., Pharmacy
Certified Industrial Hygienist (CIH)
Certified Safety Professional (CSP)
OSHA HAZWOPER Trainer
OSHA-Authorized General Industry and Construction Outreach Trainer
Laser Safety Officer (LSO) Training
Illinois Department of Public Health (IDPH) Licensed Asbestos Project Designer
IDPH Licensed Asbestos Project Manager, Air Sampling Professional, Asbestos Building Inspector, and Management Planner
IDPH Licensed Lead Inspector/

Conducting Safety Audits.

Responsible for conducting IH investigations, including IAQ, hearing conservation, confined space entry, respiratory protection, hazard communication, and ventilation testing, certification and design recommendations. Asbestos/lead project design, risk assessment, specification development and submittal review.

Mr. Sloman served as the Industrial Hygiene Coordinator at the University of Illinois-Chicago where he addressed all IH activities at the largest urban US University with approximately 38,000 full time students, faculty and full time employees. Mr. Sloman developed numerous campus wide hazard management programs, including asbestos, mold, respiratory protection, hearing protection and fume hood testing.

Mr. Sloman's management experience has included various projects at private, public and commercial facilities in several states, including Alaska, Indiana, Georgia, Oklahoma, Illinois, Indiana, Iowa and Montana among others. Projects have included IH activities at federally designated historical facilities.

Providing Safety Oversight and Audits. (on field projects including releases of hazardous substances and oil; emergency, disaster and WMD response; and removal and remedial projects) Mr. Sloman has over 21 years of professional experience involving the full breadth of the industrial hygiene field. Experiences have included providing regulatory compliance reviews, asbestos program management, laser safety calculations and training, employee exposure assessment/monitoring, ventilation system design and review, IAQ investigations, noise assessments/monitoring, OSHA compliance training program development and implementation, personal protective equipment (PPE) selection and training, ergonomic assessment/recommendations, laboratory safety, environmental consulting/contractor selection, UST closure sampling, and quantitative contaminant risk assessments. Projects have involved administrators, medical staff, researchers, building engineers and service workers. Notably, he has coordinated respirator training/fit testing with medical staff clearance for the entire UIC campus.

Biosafety, radioactive materials management, field sampling and analysis, decontamination and/or mitigation methods, emergency preparedness, radiation dose assessment and management, and/or toxicology.

Expertise with OSHA, NIOSH and ACGIH Regulations and Sampling Techniques.

Through the use of a sound level meter and octave band analyzer, isolated the predominant noise sources and enable engineers to better control the ventilation system noise(s) as well as install sound attenuating curtains/ceiling panels, etc. at a newly occupied university physical education building.

Working with a regional Park District, provided sound level measurements at outdoor Pickle Ball Courts. Following these samples and reporting, provided Expert Witness Testimony on their behalf in a case found in their favor.

Assessed rush hour traffic noise for the siting of a proposed Fine Arts Building. Using sound measuring equipment, determined that traffic (and other urban noises) resulted in relatively consistent sound levels at this location, exceeded 85 dBA. This information resulted in the selection of the redesign and selection of sound attenuating materials to enable the construction and commissioning of this building successfully.

Conducted employee noise exposure assessments at various facilities. The measurements obtained were compared with OSHA and American Conference of Governmental Industrial Hygienists (ACGIH) recommendations that resulted in the development and implementation of a Hearing Conservation Program for those affected workers.

Performed indoor and outdoor sampling for *Legionella* at a major suburban healthcare facility. Assisted the Engineering Department and Infection Control staff in isolating contaminated source(s). Performed follow-up sampling to demonstrate satisfactory remediation had occurred and provided amended protocols to facilitate continued CDC conformance.

Asbestos Project Designer for numerous suburban Chicago schools and commercial properties. These services have included working closely with state regulatory persons in address many asbestos issues on an emergency basis. The results of these designs have enabled building owners to maintain/resume operations in a timely and cost effective basis while maintaining public health.

Asbestos Building Inspector for numerous Chicago Public Schools during the Major Capital Renovation projects of 1996-1997. Performed visual assessments, conducted bulk sampling, recommended response actions and generated final inspection reports. Worked closely with the Project Designer to create appropriate project specifications and design.

Asbestos Project Manager/Air Sampling Professional for numerous Chicago Public Schools during the last 5 years. On-site duties included documentation of daily activities, enforcing IDPH regulations, conducting visual inspections of abatement areas, and performing final clearance air monitoring.

Prepared asbestos management plans for school districts throughout the Chicagoland area including West Chicago District #94, Downers Grove District #63 and Glendale Heights District #16.

Mold investigations/assessments and remedial plan developments for residential, commercial, medical and governmental facilities. Following various state and industry guidelines, properties have been renovated and restored to operations while maintaining safeguards for persons with various health concerns.

Working with several local School Districts, designed sampling protocols and collected water samples to ensure compliance with Lead in Drinking Water Standards.

Provided incident reporting and witness testimony in the areas of mold, noise and safety (fall protection), testifying for the defense.

Contact Information—
847-970-0628 (cell)
indhygienist@hotmail.com

CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Accredited by the Illinois Department of Public Health

This is to certify that DAVID W. SLOMAN
has completed the Asbestos Management Planner Refresher course and passed the examination
on 08/05/2022 with a minimum score of 70% or better. Training was in accordance with U.S.
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA.



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

08/05/2022

Course Dates:

08/05/2023

Expires:

2208MPR02

Certificate Number:

A handwritten signature in black ink, appearing to read "N Peneff".

Director of Training
Nicholas J. Peneff
Doctor of Public Health

Phone: 312-491-0081

FORM # A-011



OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Project Designer Refresher

Occupational Training & Supply, Inc. certifies that

David Sloman

has successfully completed the Asbestos Project Designer Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance with EPA 40 CFR 763, Asbestos Hazard Emergency response Act (AHERA) and TSCA Title II.

Course Date: 3/9/2023

Exam Date: 3/9/2023

Expiration Date: 3/9/2024

Certificate Number: PDR2303090775

Kathy DeSalvo, Director



**ASBESTOS
PROFESSIONAL
LICENSE**

ID NUMBER **ISSUED** **EXPIRES**
100 - 04883 4/18/2023 05/15/2024

DAVID W SLOMAN
16412 EAST DESERT VISTA T
SCOTTSDALE, AZ 85262

Environmental Health



ENDORSEMENTS

TC EXPIRES

PROJECT DESIGNER 3/9/2024
MANAGEMENT PLANNER 8/5/2023

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.

CARMEN Y. YUNG, LEED AP
President, Yung Environmental, Inc.

EDUCATION

BS Geology – University of Hong Kong

CERTIFICATION

LEED Accredited Professional – Green Building Certification Institute
40-Hour OSHA HAZWOPER Training

SUMMARY OF QUALIFICATIONS

Ms. Yung was a project manager of Leaking Underground Storage Tank Program with the Illinois Environmental Protection Agency. She has over 30 years of experience in environmental consulting services. She has extensive technical and regulatory experiences in developing site characterization and remedial alternatives, performing risk-based assessments, performance of Phase I and Phase II environmental site assessments, Leaking Underground Storage Tank (LUST) assessment and remediation, site assessment and remediation under the Illinois Site Remediation Program (SRP), preparation of NPDES permits, Storm Water Pollution Prevention Plans (SWPPP), Spill Prevention Control and Countermeasures Plans (SPCC), preparation of community relations plans and obtaining site closure from the regulatory agencies. She has managed and obtained regulatory closures for numerous projects under the LUST Program and SRP. In addition, due to her prior employment with the Illinois Environmental Protection Agency (IEPA), she is very knowledgeable with state and federal environmental regulations and has front-line experience working with state and federal regulatory agencies. She is able to identify environmental issues and can assist the client with problem solving and solutions.

EXPERIENCE

Ms. Yung was a project manager of the LUST Program with the Illinois Environmental Protection Agency. During her employment with the IEPA, she worked closely with environmental consultants and the IEPA legal and emergency response team. She managed over 600 LUST sites in Northern Illinois region. As a project manager with a major environmental consultant firm, Ms. Yung managed over fifty LUST projects for a major oil company. She provided project management, technical report writings and oversight of site assessment and remediation activities. Ms. Yung also has performed risk-based assessments (TACO), Tier II and Tier III evaluations and groundwater modeling to evaluate risks related to environmental impact and negotiate site closure under the LUST program and SRP. She has strong background in the use of conventional and innovative technologies, including soil excavation, soil vapor extraction and in situ chemical oxidation. Ms. Yung has performed over 100 Phase I/Phase II environmental site assessments and compliance audits at commercial and industrial facilities. Ms. Yung

also specializes in preparing claims for obtaining reimbursement of site assessment and remediation costs from the LUST Trust Fund. She has thorough understanding of the procedures and requirements for obtaining reimbursement. Due to her extensive regulatory and technical experiences and her ability to understand and meet clients' needs enables her to be instrumental in negotiating with regulatory agencies and achieving closure at LUST and SRP project sites.

ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME _____

I. LEGAL ACTIONS

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

| Question | Yes | No |
|---|-------------------------------------|-------------------------------------|
| Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract). | | |
| Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts? | <input type="checkbox"/> | <input type="checkbox"/> |
| Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter? | <input type="checkbox"/> | <input 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 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 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 type="checkbox"/> |
| Has the firm or venture ever failed to complete any work awarded to it? | <input type="checkbox"/> | <input 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 _____, as _____
Name Title

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

| RESPONDENT | | | |
|---|--|------------|--|
| Name of Firm: | | | |
| Address: | | | |
| City/State/Zip: | | | |
| Telephone: | | Facsimile: | |
| FEIN: | | SSN: | |
| Email: | | | |
| Nature of Transaction: | | | |
| <input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input 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 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: | | |
| If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois: | | <input checked="" 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 | |
| See Attachment B.1 | | |
| | | |
| | | |
| | | |
| | | |
| 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 |
| | | % |
| | | % |
| | | % |
| | | |
| | | |
| LLC's only, indicate Management Type and Name: | | |
| <input type="checkbox"/> Member-managed | <input type="checkbox"/> Manager-managed | Name: <input style="width: 100px;" type="text"/> |
| Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i> | | |

See Attachment B.2

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.

N/A

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/FEES

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

N/A

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

N/A

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

WSP USA Environment & Infrastructure Inc. (f/k/a Wood Environment & Infrastructure Solutions, Inc.; f/k/a Amec Foster Wheeler Environment & Infrastructure, Inc.; "E&I") and Daniel C. Shields ("Employee") were under investigation by North Carolina Department of Environmental Quality ("NCDEQ") on allegation that they failed to conduct its practice in order to protect the public health, safety, and welfare and failed to be completely objective and truthful, and failed to include all relevant and pertinent information in a professional report or statement. A Settlement Agreement was reached, and E&I was penalized a total of \$6,500 in full Settlement of Administrative Penalty. A Notice of Voluntary Dismissal with Prejudice of the case was filed. E&I claimed no wrongdoing in this matter.

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

Bradley J. Knight

Name of Authorized Officer (Print or Type)

Vice President & Secretary

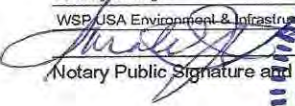
Title

770-421-3400

Telephone Number

State of Georgia
County of Fulton

Signed and sworn to before me on this 29 day of July, 2023 by
Bradley J. Knight (Name) as Vice President & Secretary (Title) of
WSP USA Environment & Infrastructure Inc. (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal



WSP USA ENVIRONMENT & INFRASTRUCTURE INC.

OFFICERS AND DIRECTORS

| <u>Title</u> | <u>Name</u> | <u>*Business Address</u> | <u>Reference Number</u> | |
|--------------------------------------|------------------------|---------------------------------|--------------------------------|---|
| CEO | Joseph J. Sczurko, Jr. | Portland, ME | (1) | X |
| President | Lytle C. Troutt, Jr. | Kennesaw, GA | (2) | X |
| Senior Vice President | Raymond M. Steege | St. Louis, MO | (3) | |
| Senior Vice President | Jason Wits | Chantilly, VA | (4) | |
| Vice President & Assistant Secretary | Deborah J. Barrow | Kennesaw, GA | (2) | |
| Vice President | Mark C. Diblin | Gainesville, FL | (5) | |
| Vice President | Joseph F. Farrell | Kennesaw, GA | (2) | |
| Vice President & Secretary | Bradley J. Knight | Kennesaw, GA | (2) | |
| Vice President | Jennifer C. Lewis | Altamonte Springs, FL | (6) | |
| Vice President | Andrew J. Lynn | New York, NY | (7) | |
| Vice President & Treasurer | Kendall Sherrill | Kennesaw, GA | (2) | |
| Assistant Vice President | Jeffrey A. Barrett | Charlotte, NC | (8) | |
| Assistant Vice President | Charles K. Conner, Jr. | Oakland, CA | (9) | |
| Assistant Vice President | Victor A. Fisher | Sacramento, CA | (10) | |
| Assistant Vice President | Charles B. Gardiner | Altamonte Springs, FL | (6) | |
| Assistant Vice President | Fred E. Lusk, III | Fresno, CA | (11) | |
| Assistant Vice President | Jay M. Martin | Brentwood, TN | (12) | |
| Assistant Vice President | Mark A. Murphy | Los Angeles, CA | (13) | |
| Assistant Vice President | Francis P. Wiegand | San Diego, CA | (14) | |
| Assistant Secretary | Jason Fanelli | Fort Worth, TX | (15) | |
| Assistant Secretary | Charles Finicum | Dallas, TX | (16) | |
| Assistant Secretary | Hillary F. Jassey | New York, NY | (7) | |
| Assistant Secretary | Alex Volterano | Blue Bell, PA | (17) | |
| Controller | Nicholas P. Mitrakis | New York, NY | (7) | |
| Board Director | Lewis P. Cornell | Orange, CA | (18) | X |
| Board Director | W. Stephen Dale | Shelton, CT | (19) | X |
| Board Director | Andrew C. Esposito | Orange, CA | (18) | X |

WSP USA ENVIRONMENT & INFRASTRUCTURE INC.

OFFICERS AND DIRECTORS

| <u>Title</u> | <u>Name</u> | <u>*Business Address</u> | <u>Reference Number</u> |
|---------------------|----------------------------|--|--------------------------------|
| | *Business Addresses | | |
| | (1) | 511 Congress Street, Portland, ME 04101 | |
| | (2) | 1075 Big Shanty Road NW, Suite 100, Kennesaw, GA 30144 | |
| | (3) | 15933 Clayton Road, Suite 215 (Ballwin), St. Louis, MO 63011 | |
| | (4) | 4795 Meadow Wood Lane, Suite 310 East, Chantilly, VA 20151 | |
| | (5) | 404 SW 140th Terrace, Gainesville, FL 32669 | |
| | (6) | 550 Northlake Boulevard, Suite 100, Altamonte Springs, FL 32701 | |
| | (7) | One Penn Plaza, 4th Floor, New York, NY 10119 | |
| | (8) | 1001 Morehead Square Drive, 6th Floor, Charlotte, NC 28203 | |
| | (9) | 555 12th Street, Suite 215, Oakland, CA 94607 | |
| | (10) | 10670 White Rock Rd., Ste. 100, Rancho Cordova, Sacramento, CA 95670 | |
| | (11) | 1281 East Alluvia Avenue, Suite 101, Fresno, CA 93720 | |
| | (12) | 216 Centerview Drive, Suite 300, Brentwood, TN 37027 | |
| | (13) | 6001 Rickenbacker Road, Los Angeles, CA 90040 | |
| | (14) | 9177 Sky Park Court, San Diego, CA 92123-4341 | |
| | (15) | 4925 SunValley Drive, Fort Worth, TX 76119 | |
| | (16) | 4801 Spring Valley Road, Suite 125, Dallas, TX 75244 | |
| | (17) | 751 Arbor Way, Suite 180, Hillcrest I, Blue Bell, PA 19422 | |
| | (18) | 1100 Old Town & Country Road, Suite 200, Orange, CA 92868 | |
| | (19) | 6 Research Drive, Suite 260, Shelton, CT 06484 | |

Full ownership chain to the ultimate parent is:



Each entity is a wholly-owned subsidiary of the firm listed above it (e.g. WSP USA Environment & Infrastructure Inc. is a 100% wholly-owned subsidiary of WSP USA Inc.). The attached listing contains the State of Incorporation, Principal Place of Business, and Officers and Directors of each parent company. All other certifications are the same for each tier of ownership.

| WSP USA Inc. | | New York Corporation | |
|-------------------------------------|-------------------------|-----------------------------|--|
| One Penn Plaza, 4th Floor, NY 10119 | | | |
| Title | Name | Director | |
| President & CEO | David J. Odeh | X | |
| Executive Vice President | Lewis P. Cornell | | |
| Senior Vice President & Treasurer | Andrew C. Esposito | | |
| Senior Vice President | Sofia M. Berger | | |
| Senior Vice President | Michael J. Case | | |
| Senior Vice President | Gerald S. Jannetti | | |
| Senior Vice President | Rebecca Nolan | | |
| Senior Vice President | Garry E. Nunes | | |
| Senior Vice President | Christopher L. Peters | | |
| Senior Vice President | Joseph J. Sczurko | | |
| Senior Vice President | Stuart Sunshine | | |
| Senior Vice President | Arpit Talati | | |
| Senior Vice President | David B. Terry | | |
| Senior Vice President | John Trotta | | |
| Senior Vice President | Lytle C. Troutt | | |
| Senior Vice President | Joseph B. Willhite | | |
| Vice President | David Albers | | |
| Vice President | Andrew J. Lynn | | |
| Vice President | Kevin B. Reed | | |
| Assistant Vice President | Sandy Bishay | | |
| Assistant Vice President | Jacob M. Borchers | | |
| Assistant Vice President | David A. Church | | |
| Assistant Vice President | Scott M. Cogan | | |
| Assistant Vice President | Amir J. Degany | | |
| Assistant Vice President | Leslie Gartner | | |
| Assistant Vice President | Rory Gayle | | |
| Assistant Vice President | Jared R. Machala | | |
| Assistant Vice President | David Patterson | | |
| Assistant Vice President | Robert Rohlf | | |
| Assistant Vice President | Mary H. Volpe | | |
| Assistant Vice President | Fadi S. Walieddine | | |
| Secretary | Hillary F. Jassey | | |
| Assistant Secretary | W. Stephen Dale | | |
| Assistant Secretary | Laura S. Unger | | |
| Controller | Nicholas P. Mitrakis | | |
| Assistant Controller | Christopher J. D'Aquino | | |
| Board Director | Dennis Baker | X | |
| Board Director | Gregory P. Benz | X | |

| Parsons Brinckerhoff Holdings Inc. | | Delaware Corporation | |
|---|-------------------|-----------------------------|--|
| One Penn Plaza, 4th Floor, NY 10119 | | | |
| Title | Name | Director | |
| President & Chief Executive Officer | Lewis P. Cornell | X | |
| Executive Vice President, Chief Financial Officer & Treasurer | Andrew Esposito | X | |
| Senior Vice President, General Counsel & Secretary | W. Stephen Dale | X | |
| Assistant Secretary | Hillary F. Jassey | | |

| WSP USA Buildings Inc. | | New York Corporation | |
|--|----------------------|---|--|
| One Penn Plaza, 4th Floor, NY 10119 | | | |
| Title | Name | Director | |
| President & CEO | David J. Odeh | X | |
| Executive Vice President | Lewis P. Cornell | | |
| Chief Financial Officer & Treasurer | Andrew Esposito | X | |
| Senior Vice President | Allistair Macgregor | | |
| Vice President | Sarah S. Kuchera | | |
| Vice President | Andrew J. Lynn | | |
| Assistant Vice President | Leslie Gartner | | |
| Assistant Vice President | Robert Rohlfes | | |
| Assistant Vice President | Mary Volpe | | |
| Assistant Vice President | Mindy Whisler | | |
| Secretary | W. Stephen Dale | | |
| Assistant Secretary | Eric Hechler | | |
| Assistant Secretary | Hillary F. Jassey | | |
| WSP USA Holdings, Inc. | | Delaware Corporation | |
| One Penn Plaza, 4th Floor, NY 10119 | | | |
| Title | Name | Director | |
| President & CEO | Lewis P. Cornell | X | |
| Executive Vice President, Chief Financial Officer & Treasurer | Andrew Esposito | X | |
| Senior Vice President, General Counsel & Secretary | W. Stephen Dale | | |
| Vice President | Andrew J. Lynn | | |
| Assistant Secretary | Hillary F. Jassey | | |
| Director | Philippe Fortier | X | |
| Director | Karl Bissonnette | X | |
| Director | Jennifer Brown | X | |
| Director | Robert Giambrone | X | |
| Director | Trevor A. Odell | X | |
| Director | Todd T. Semonite | X | |
| WSP Group Holding LLC | | Delaware Limited Liability Company | |
| Member-managed LLC | | | |
| One Penn Plaza, 4th Floor, NY 10119 | | | |
| Title | Name | Director | |
| Director | Joseph Patrick Walsh | X | |
| Director | Joelle El- Féghali | X | |
| Director | Thomas Andrew Opdyke | X | |
| WSP USA Group Holding Inc. | | Delaware Corporation | |
| One Penn Plaza, 4th Floor, NY 10119 | | | |
| Title | Name | Director | |
| President | Joseph Patrick Walsh | X | |
| Secretary | Joelle El- Féghali | X | |
| Director | Thomas Andrew Opdyke | X | |
| WSP Group Consulting Inc. | | Canadian Corporation | |
| 1600 René-Lévesque Blvd. W, 16 Floor, Montréal (Québec) CANADA H3H 1P9 | | | |
| Title | Name | Director | |
| President | Alain Michaud | X | |
| Treasurer | David Langlois | X | |
| Corporate Secretary | Philippe Fortier | | |
| Assistant Secretary | Joëlle El-Féghali | | |

| WSP Global Inc. | Canadian Corporation | |
|--|-----------------------------|-----------------|
| 1600 René-Lévesque Blvd. W, 16 Floor, Montréal (Québec) CANADA H3H 1P9 | | |
| Title | | Director |
| President and CEO | Alexandre L'Heureux | X |
| Chief Financial Officer | Alain Michaud | |
| Chief Legal Officer and Corporate Secretary | Philippe Fortier | |
| Associate General Counsel and Assistant Corporate Secretary | Joëlle El-Féghali | |
| Chief Accounting Officer | David Langlois | |
| Chief Ethics and Compliance Officer | Julianna Fox | |
| Chairman of the Board | Christopher Cole | X |
| Chairman of the Audit Committee | Louis-Philippe Carriere | X |
| Chair of the GEC Committee | Linda Smith-Galipeau | X |
| Member of the Audit Committee | Suzanne Rancourt | X |
| Member of the GEC Committee | Birgit NØrgaard | X |
| Vice-Chairman of the Board | Pierre Shoiry | X |
| Member of the Audit Committee | Paul Raymond | X |

WSP Global Inc. is publicly traded on the Toronto Stock Exchange.

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):

Public Building Commission of Chicago Environmental Renovation/Demolition Services

Description or goods or services to be provided under Contract:

Environmental Renovation/Demolition Services

Name of Consultant: **WSP USA Environment & Infrastructure 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.



7/20/2023

Signature

Date

Bradley J. Knight

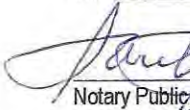
Vice President & Secretary

Name (Type or Print)

Title

Subscribed and sworn to before me

this 20 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)

Date

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

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

Name of Project: TBD

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

Shea Carr - Vice President, District Business Line Leader

Title and duly authorized representative of

WSP USA Environment & Infrastructure Inc.

Name of Professional Service Provider whose address is

30 N. LaSalle, Suite 4200

in the City of Chicago, State of Illinois

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

| Name of MBE/WBE Contractor | Type of Work to be Done in Accordance with Schedule C | Dollar Credit Toward MBE/WBE Goals | |
|----------------------------------|---|------------------------------------|------------------------------------|
| | | MBE | WBE |
| TBD | Asbestos & LBP assessment and oversight | \$ TBD | \$ TBD |
| TBD | Asbestos & LBP abatement design | \$ TBD | \$ TBD |
| TBD | Haz materials assessment and oversight | \$ TBD | \$ TBD |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| | | \$ | \$ |
| Total Net MBE/WBE Credit | | \$ TBD | \$ TBD |
| Percent of Total Base Bid | | <input type="text" value="TBD"/> % | <input type="text" value="TBD"/> % |

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

SCHEDULE D

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

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

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

BY:

WSP USA Environmental & Infrastructure Inc.

Name of Contractor (Print)

10/2/2024

Date

502 639 8511

Phone

Shea Carr

Signature

Shea Carr

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___