



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
 (PS3081C)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

ATC GROUP SERVICES, LLC D/B/A ATLAS TECHNICAL

FOR

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081C)

Public Building Commission of Chicago

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

FIRM NAME:	ATC Group Services, LLC d/b/a Atlas Technical.
CONTACT NAME:	Ash Memon
CONTACT TELEPHONE:	630-916-7272
CONTACT EMAIL:	ash.memon@oneatlas.com
ADDRESS:	1815 South Meyers Road, Suite 1050 Oakbrook Terrace, Illinois 60181

Mayor Brandon Johnson
 Chairman

Ray Giderof
 Acting Executive Director

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EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES – PS3081C

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 **ATC Group Services, LLC d/b/a Atlas Technical**, with offices at 1815 South Meyers Road, Suite 1500, Oakbrook Terrace, Illinois 60181 (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- PS3081C

PUBLIC BUILDING COMMISSION OF CHICAGO

[Signature]
Mayor Brandon Johnson
Chairman

Date: _____

ATTEST:

Mary Pat Witry
Mary Pat Witry
Secretary

Date: 2/7/2024

CONSULTANT: ATC Group Services, LLC d/b/a Atlas Technical.

David M. Pakshik ^{Senior V.P.}
President
President or Approved Signatory

Date: 1/5/24

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Oakland

State of: Michigan

Subscribed and sworn to before me by David Pakshik and _____
on behalf of Consultant this 5th day of Jan., 2024.

Abigail D Jardine
Notary Public

My Commission expires: 5-27-2024

(SEAL OF NOTARY)

Approved as to form and legality:

Anne L. Fred
Neal & Leroy, LLC

Date: 2/7/2024



ABIGAIL D JARDINE
My Commission Expires
May 27, 2024
County of Wayne
Acting in the County of Oakland

**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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**ATC GROUP SERVICES LLC dba ATLAS TECHNICAL
 LOADED HOURLY RATES
 ENVIRONMENTAL CONSULTING SERVICES RENOVATION AND DEMOLITION - PS3081C**

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	\$ 145.00
B Project Manager	Per hour	\$ 125.00
C Field Services Supervisor	Per hour	\$ 100.00
D Clerical	Per hour	\$ 58.00
E Licensed Professional Engineer, PE	Per hour	\$ 165.00
F Environmental Scientist (40hr HAZWOPPER)	Per hour	\$ 90.00
G Environmental Technician	Per hour	\$ 80.00
H CADD Operator	Per hour	\$ 75.00
I Certified Industrial Hygienist	Per hour	\$ 145.00
J Licensed Asbestos Management Planner	Per hour	\$ 100.00
K Licensed Asbestos Project Manager	Per hour	\$ 90.00
L Licensed Asbestos Air Sampling Professional	Per hour	\$ 80.00
M Licensed Lead Inspector	Per hour	\$ 90.00
N Licensed Risk Assessor	Per hour	\$ 90.00
O Certified Hazardous Materials Manager	Per hour	\$ 125.00
P Clerical/Administrative	Per hour	\$ 58.00
Q Licensed Lead Inspector with XRF equipment	Per hour	\$ 155.00
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	\$ 75.00
C Drafting Technician	Per hour	\$ 60.00
D Clerical/Administrative Staff	Per hour	\$ 58.00
E Project Manager	Per hour	\$ 125.00
F Sr. Project Designer	Per hour	\$ 150.00
G Licensed Asbestos Designer	Per hour	\$ 140.00
H Lead Design	Per hour	\$ 130.00
I Hazardous Materials Design	Per hour	\$ 125.00
J [Insert Other Title Here]	Per hour	\$ -
K [Insert Other Title Here]	Per hour	\$ -

SCHEDULE D INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

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

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

D.1.3. Automobile Liability (Primary and Umbrella)

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

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

D.1.4. Professional Liability

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

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

D.1.5 Property

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

D.1.6 Valuable Papers

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

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

D.1.7 Contractors Pollution Liability

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

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

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

D.1.8 Railroad Protective Liability

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

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

D.2. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

11/13/2024

DATE (MM/DD/YYYY)

1/4/2024

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 Lockton Insurance Brokers, LLC CA License #0F15767 777 S. Figueroa Street, 52nd fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Steadfast Insurance Company	NAIC # 26387
INSURED 1530409 ATC Group Services, LLC dba Atlas Technical Consultants, LLC 13215 Bee Cave Pkwy Building B, Suite 230 Austin, TX 78738	INSURER B : Zurich American Insurance Company	16535
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES ATSI23 CERTIFICATE NUMBER: 19965143 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Policy Aggregate \$6M	Y	Y	GPL 0217085-08	11/13/2023	11/13/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 0217109 08	11/13/2023	11/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS	Y	Y	SXS 0217077-08	11/13/2023	11/13/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
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 <input checked="" type="checkbox"/> N	N/A	WC0217111-08	11/13/2023	11/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Env Contr Poll Env Prof (E&O)	N	N	GPL 0217085 08 GPL 0217085-08	11/13/2023 11/13/2023	11/13/2024 11/13/2024	Per Occur/Agg:\$2,000,000/\$6,000,000 Per Claim/Agg:\$2,000,000/\$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder(s) are Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language, where allowed by law. Notice of Cancellation applies as per attached endorsement or policy language. RE: Environmental Consultant Services - Renovation / Demolition, PS3081C. Additional Insured entities: The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners specified on the Task Order Waiver of subrogation entities: The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners and their respective Board members, employees, elected and appointed officials and representatives and owners or parties in possession of property. Please see next page.

CERTIFICATE HOLDER

CANCELLATION See Attachments

19965143
Public Building Commission of Chicago
50 West Washington Street, Room 200
Chicago, IL 60602

APPROVED
JLB
1/23/2025

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

The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners specified on the Task Order are included as Additional Insured in accordance with the policy provisions of the Pollution Liability. Waiver of Subrogation applies in favor of The Public Building Commission of Chicago, the City of City of Chicago and the User Agency and Owners and their respective Board members, employees, elected and appointed officials and representatives and owners or parties in possession of property with respects to Pollution Liability, Professional Liability. The General Liability policy evidenced herein includes Bodily Injury and Property Damage Liability, Completed Operations, Contractual Liability and Cross Liability.

The Excess Liability policy is excess of the underlying General Liability, Automobile Liability, Employers' Liability, Professional Liability, and Contractor's Pollution Liability. Excess Liability policy is following form of the underlying policies.

The General Liability, Contractor's Pollution Liability and Professional Liability are part of a package policy. The Aggregate reflected for these coverages is a combined aggregate and not separate aggregates for each coverage.

The General Liability policy includes blanket additional insured and Waiver of Subrogation endorsements that provide additional insured status to the certificate holder and Waiver of Subrogation only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The Business Auto policy includes blanket additional insured and Waiver of Subrogation endorsements that provide additional insured status to the certificate holder and Waiver of Subrogation only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The Business Auto policy contains a special endorsement with "Primary and Noncontributory" wording.

Contractor's Pollution Liability policy includes blanket additional insured and Waiver of Subrogation endorsements that provide additional insured status to the certificate holder and Waiver of Subrogation only when there is a written contract between the named insured and the Certificate Holder that requires it, as permitted by law. The Contractor's Pollution Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it, as permitted by law.

Stop Gap coverage included. ND, OH, WA, WY.

Atlas Technical Consultants, Inc. Schedule of Named Insureds

1 Alliance Geomatics, LLC	Long Engineering, LLC
Alta Vista Engineering Services AG	Materials Testing & Inspection, LLC
Alta Vista Solutions Inc.	O'Neill Service Group, LLC
Arrow ATC Holdings, LLC	Oris Solutions, LLC
Arrow Environmental Holdings LP	Pavetex Engineering, LLC fka PaveTex Engineering & Testing
Arrow Environmental Holdings, GP LLC	Piedmont Geotechnical Consultants, LLC
ATC Associates of North Carolina, PC	Pipeline Environmental Services
ATC Associates of Ohio, LP	Plant Services
ATC Associates, Inc.	Quality Assurance Engineering, Inc.
ATC Construction Services, Inc.	Quality Assurance Engineering, Inc. dba Consolidated Engineering Laboratories
ATC Engineering of Michigan, LP	Rocky Mountain PSI, LLC
ATC Engineering, LLP	Sage ATC Environmental Consulting LLC
ATC Environmental, Inc.	Sage ATC Environmental Holdings LLC
ATC Group Holdings LLC	Sge Engineering, Inc.
ATC Group Partners LLC	Sage Environmental Consulting, LP
ATC Group Services LLC	Sage Environmental Holdings, LLC
ATC Group Services, LLC dba Atlas Technical Consultants, LLC	SCST, LLC
ATC Holding, Inc.	Southwest Geophysics, LLC
ATC Leasing Company, LLC	The Environmental Institute
ATC New England Corporation	Transmart Technologies, LLC
ATC Sole Member LLC	TanSmart, Inc.
Atlantic Engineering Laboratories of New York, Inc.	TranSmart, LLC
Atlantic Engineering Laboratories, Inc.	United Testing, LLC fka United Testing Corporation
Atlantic Engineering Laboratories, LLC	WesTest, LLC
Atlas ATC Engineering, Inc.	Wilkins Environmental Consulting, Inc.
Atlas Consulting Services	WSP- Atlas
Atlas Engineering West, Inc.	Midtown Engineers LLC
Atlas Intermediate Holdings LLC	
Atlas TC Holdings LLC	
Atlas Technical Consultants Holdings, LP	
Atlas Technical Consultants LLC	
Atlas Technical Consultants Sole Member LLC	
Atlas Technical Consultants, Inc.	
Banza Industries, Inc.	
BCM Engineering, Inc.	
Beest Express, LLC	
Caitcon, LLC	
Cardno ATC (MA), Inc.	
CEL Consulting, LLC	
Consolidated Engineering Laboratories	
Dexter ATC Field Services LLC	
Dexter Field Services, LP	
Engineering & Testing Services LLC	
Engineering Services, LLC	
Environmental Compliance Services, Inc.	
ETS-ESC Holdings LLC	
Geosphere Consultants, Inc.	
HES Testing, LLC	
Long Engineering, Inc.	

Additional Insured-Automatic-Owners, Lessees Or

Contractors

Coverage Part One-Commercial General Liability
Coverage Part Two-Contractor's Pollution Liability



Policy No.	Eff. Date of Pol.	Exp Date of Pol.	Eff Date of End.	Producer	Add? Prem.	Return Prem.
GPL 0217085-08	11/13/2023	11/13/2024	11/13/2023	14317000	-	-

Named Insured and Mailing Address:Producer:

ATLAS TECHNICAL CONSULTANTS, INC.
13215 BEE CAVE PKWY, BUILDING A, SUITE 250
AUSTIN, TX 78738.

Lockton Insurance Brokers, LLC
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY
- COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.

2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A- BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B -PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 In the performance of:
 - (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
 - b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,
 In the performance of:
 - (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:
 - a. Only applies to the extent permitted by law: and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.

4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III —Limits Of Insurance and Deductible:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

5. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications: and
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural, engineering or surveying services.

6. The additional insured must see to it that:
 - a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim:
 - b. We receive written notice of a claim or "suit" as soon as practicable; and
 - c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:
 - a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

Primary and Noncontributory Insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that

 - (1) The additional insured is a Named Insured under such other insurance: and
 - (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and noncontributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement shaving the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0217085-08	11/13/2023	11/13/2024	11/13/2023	14317000	-----	

Named Insured and Mailing Address:
 ATLAS TECHNICAL CONSULTANTS, INC.
 13215 BEE CAVE PKWY, BUILDING A, SUITE 250
 AUSTIN, TX 78738

Producer:
 Lockton Insurance Brokers, LLC
 777 S. Figueroa Street, 52nd fl.
 Los Angeles CA 90017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- COVERAGE PART ONE – COMMERCIAL GENERAL
- COVERAGE PART TWO – CONTRACTOR’S POLLUTION
- COVERAGE PART THREE – PROFESSIONAL

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Coverage Extension Endorsement – Liability Only



Policy f No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0217109 08	11/13/2023	11/13/2024	11/13/2023	14317000		----- _

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a.
- b. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- d. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- e. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained

the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability**

Coverage are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability Coverage

The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

F. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

G. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

H. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5)** Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

I. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

J. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(This information below is required only when this endorsement is issued subsequent to preparation of the policy.)

ENDORSEMENT EFFECTIVE: 11/13/2023

ENDORSEMENT NO.

POLICY NO. WC0217111-08

PREMIUM

Insured: ATC Group Services, LLC

Insurance Company: Zurich American Insurance Company

WC 00 03 13

1983 National Council on Compensation Insurance.

(Ed. 4-84)



Underlying Insurance Amendment – Additional Insured

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
SXS 0217077-08	11/13/2023	11/13/2024	11/13/2023	14317000	-----	-----

Named Insured and Mailing Address:

ATLAS TECHNICAL CONSULTANTS, INC.
13215 Bee Cave Pkwy, Building A
Suite 250 Austin, TX 78738

Producer:

Lockton Insurance Brokers, LLC
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to Definition G. of SECTION VI. DEFINITIONS, underlying insurance, as paragraph two

(2):

Underlying insurance also includes any person or organization qualifying as an additional insured in the **underlying insurance** but only to the same extent that such person or organization is an additional insured

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

BY: _____
Authorized Representative

_____ Date



Waiver of Subrogation – Blanket

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
SXS 0217077-08	11/13/2023	11/13/2024	11/13/2023	14317000	-----	-----

Named Insured and Mailing Address:

ATLAS TECHNICAL CONSULTANTS, INC.
13215 Bee Cave Pkwy, Building A
Suite 250
Austin, TX 78738

Producer:

Lockton Insurance Brokers, LLC
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to Condition I. **Transfer of Rights of Recovery Against Others to Us** of SECTION V. **CONDITIONS** as paragraph three (3) of Subsection 1.:

Also, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from any person or organization, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Signed by: _____
Authorized Representative

_____ Date



Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0217085-08	11/13/2023	11/13/2024	11/13/2023	14317000	-----	

Named Insured and Mailing Address:

ATLAS TECHNICAL CONSULTANTS, INC.
13215 BEE CAVE PKWY, BUILDING A, SUITE 250
AUSTIN, TX 78738

Producer:

Lockton Insurance Brokers, LLC
777 S. Figueroa, 52nd Floor
Los Angeles, CA 90017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Agribusiness Pollution Liability Insurance Policy - Claims Made and Reported Coverage**
- Commercial Umbrella Liability Policy**
- Commercial Umbrella Liability Policy – Claims Made and Reported Coverage**
- Contractor’s Pollution Liability Insurance Policy**
- Contractor’s Pollution Liability Insurance Policy - Claims Made and Reported Coverage**
- Environmental Cleanup and Liability Insurance Policy - Claims Made and Reported Coverage**
- Environmental Impairment Liability Insurance Policy - Claims Made and Reported Coverage**
- Environmental Services Package Policy**
- Excess Environmental Insurance Policy - Claims Made and Reported Coverage**
- Follow Form Excess Liability Policy**
- Follow Form Excess Liability Policy – Claims Made and Reported Coverage**
- Healthcare Pollution Liability Insurance Policy - Claims Made and Reported Coverage**
- Lender Environmental Collateral Protection and Liability Insurance Outstanding Loan Balance - Claims Made and Reported Coverage**
- Lender Environmental Collateral Protection and Liability Insurance Policy – Claims Made and Reported Coverage**
- Professional Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage**
- Professional Environmental Consultant’s Liability Insurance Policy**
- Professional Environmental Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage**
- Public Entity Pollution Liability - Claims Made and Reported Coverage**
- Real Estate Environmental Liability Insurance Policy - Claims Made and Reported Coverage**
- Remediation Stop Loss**
- Z Choice Pollution Liability**
- Z Choice® Real Estate Environmental Liability - Claims Made and Reported Coverage**
- Z Choice™ Pollution Liability - Claims Made and Reported Coverage**
- Z Link® Commercial General and Pollution Liability**

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such policy has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

COI_ATC Group PS3081C_EnviroRenDemoSvcs_JLB_20241113
CN_PBC_JLB_ATC dba Atlas Technical PS3081C_EnviroRenDemoSvcs_20241101

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.

- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0217109 08	11/13/2023	11/13/2024	11/13/2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/13/2023
Insured

Policy No. WC0217111-08

Endorsement No.
Premium \$

Insurance Company



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT	
Policy No. GPL 0217085-08	Effective Date: 11/13/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part One, Common Coverage Provisions

A. Section I – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
- which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (b), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf, in the performance of:
 - (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
 - (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,
 which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (ii), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury", "property damage" or a "personal and advertising injury" offense which occurs during the policy period and after the end of that minimum time period.

- 3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf, in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

- 4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:
 - a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
 - b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

Solely with respect to this Paragraph (4), if the written contract or written agreement provides a minimum time period for providing such coverage, and such minimum time period ends prior to the end of the policy period, this insurance shall not apply to "bodily injury" or "property damage" which occurs during the policy period and after the end of that minimum time period.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Common Coverage Provisions, Section **IV – Claims Provisions**, Paragraph 2:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **V – Conditions**, Paragraph 8:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 8.b. of the **Other Insurance Condition** under Section **V –**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

2.B | KEY PERSONNEL, RESUMES & APPLICABLE LICENSES

2.b.1 Staffing Matrix By Scope of Work

Name	Contract Role	Firm Affiliation	# of Years in Environmental Industry	# of Years with Current Firm	Asbestos Inspections	Lead Inspections	Haz 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
Paul Cairo	Asbestos and Lead Professional	Atlas - Prime	33	24	●	●	●	●	●		●	●	●	●	
Ronnie Galmore	Asbestos and Lead Professional	Atlas - Prime	29	21	●	●	●		●		●	●	●	●	
Jose Gonzalez	Asbestos and Lead Professional	Atlas - Prime	23	19	●	●	●						●	●	
Thomas Gormley, CIH	Certified Industrial Hygienist	Atlas - Prime	18	7			●	●	●	●	●	●			
Ash Memon, CMC	Sr. Project Manager Point of Contact	Atlas - Prime	33	24	●	●	●		●		●	●	●	●	●
Andy Nilson	Asbestos and Lead Professional	Atlas - Prime	24	24	●	●	●		●		●	●	●	●	●
J. David Patton, PG, CHMM	Hazardous Waste Project Manager	Atlas - Prime	35	21	●	●	●		●		●			●	
John Sabovcik, EIT	Asbestos Professional	Atlas - Prime	30	24	●		●					●			
Eric Westergaard, PE	IDPH Asbestos Designer	Atlas - Prime	31	20	●		●	●		●		●	●		●
M/WBE SUBCONSULTANTS															
Patrick Hook	Asbestos and Lead Professional	A3E - MBE Subconsultant	17	3	●	●							●	●	
Patrick Haryczh	Asbestos and Lead Professional	EAI - MBE Subconsultants	10	10	●	●							●	●	
Pete Dennis	Asbestos and Lead Professional	EAI - M/WBE Subconsultants	20	18	●	●							●	●	
Ian Jarrett	Asbestos and Lead Professional	EAI - M/WBE Subconsultants	12	12	●	●							●	●	
Total Team					8	6	9	3	6	2	6	7	10	10	3

2.b.2 Staffing Matrix By Position

Role (as per RFP Page 16, Items i – xi)	Atlas Staff Person	Years Experience
Certified Industrial Hygienist	Thomas Gormley, CIH	18
Hazardous Waste Project Manager	David Patton. PG, CHMM	35
IDPH Licensed Asbestos Designer	Eric Westergaard, PE	31
IDPH Licensed Asbestos Inspectors	Paul Cairo Ronnie Galmore Jose Gonzalez Ash Memon Andy Nilson David Patton. PG, CHMM John Sabovcik, EIT Eric Westergaard, PE	33 29 23 33 24 35 30 31
IDPH Licensed Asbestos Air Sampling Professional/Project Manager	Paul Cairo Ronnie Galmore Jose Gonzalez Ash Memon Andy Nilson Eric Westergaard, PE	33 29 23 33 24 31
IDPH Licensed Asbestos Management Planner	Ash Memon David Patton. PG, CHMM	33 35
IDPH Licensed Lead Inspector/Risk Assessor	Paul Cairo Ronnie Galmore Jose Gonzalez Ash Memon Andy Nilson David Patton. PG, CHMM	33 29 23 33 24 35
Lead Paint Abatement Specification Author	Ash Memon Andy Nilson	33 24
Lead Paint Abatement Drawing Preparer	Ash Memon Andy Nilson	33 24
Certified XRF Operator	Paul Cairo Ronnie Galmore Jose Gonzalez Ash Memon Andy Nilson	33 29 23 33 24
Quality Control/Assurance individual(s)	Ash Memon David Patton. PG, CHMM	33 35

2.b.2.xii – Demonstrated Knowledge of All Applicable Rules and Regulations

Atlas maintains a strong, interactive working relationship with regulatory agencies, including the Illinois Environmental Protection Agency (IEPA), Illinois Department of Public Health (IDPH), Chicago Department of Public Health (CDPH), Occupational Safety and Health Administration (OSHA), City of Chicago Department of Environment (CDOE), National Emission Standards for Hazardous Air Pollutants (NESHAP) and Asbestos Hazard Emergency Response Act (AHERA)). We have included copies of resumes and copies of licenses demonstrating team experience and capabilities in [Appendix A](#).

PAUL M. CAIRO

PROJECT MANAGER

EDUCATION

Certificate in Environmental Geosciences, Northern Illinois University, 1992
B.S., Geology, Northeastern Illinois University, 1982

REGISTRATION

Asbestos Air Sampling Professional (IL, #100-1757).
Asbestos Project Manager (IL, #100-1757).
Asbestos Building Inspector (IL, #100-1757).
Lead Inspector (IL, #L-4890).

CERTIFICATIONS

40-Hour OSHA HAZWOPER training
8-Hour OSHA HAZWOPER Refresher
RMD LPA-1 XRF Spectrum Analyzer for Lead-Based Paint Sampling, RMD Corporation

HIRE DATE

10/1997

EXPERIENCE & RESPONSIBILITIES

Mr. Cairo has approximately 30 years' experience in the industrial hygiene field. His experience includes conducting asbestos project management, air sampling, asbestos building inspection, lead-based paint project management/air sampling, asbestos identification, and air quality assessment. Mr. Cairo also has experience in aboveground and underground storage tank removal and investigation projects, permitting and compliance projects, and Phase I environmental assessments.

PROJECT EXPERIENCE

Asbestos and Lead Hazard Management / Public Building Commission of Chicago / Chicago, IL. Inspector for lead-based paint (LBP) and asbestos-containing materials at several elementary schools for the Public Building Commission of Chicago. Responsibilities included ensuring contract / contractor compliance, conducting background, daily, and clearance air/wipe sampling, and serving as liaison between contractor and school representatives. Asbestos and damaged LBP were abated throughout the schools in accordance with Illinois Department of Public Health regulations (asbestos) and lead abatement specifications.

Asbestos and Lead Hazard Management / Children's Memorial Hospital / Chicago, IL. Project Manager/Air Sampling Professional for asbestos abatement at Children's Memorial Hospital. The project entailed demolition of the third floor followed by abatement of all asbestos-containing material.

Asbestos Hazard Management / Chicago Public Schools / Chicago, IL. Project Manager for asbestos abatement at various Chicago Public Schools. Duties included conducting field visits to all schools to ensure contractor compliance with project specifications, coordinating field staff, scheduling clearance testing, and distributing laboratory analytical information. Other responsibilities included on-going communication with project managers to update project status, identification of contractor deficiencies, and recommendation of appropriate measures.

Asbestos Hazard Management / Zenith Corporation / Northlake, IL. Project Manager/Air Sampling Professional for asbestos abatement for the Zenith Electronics Corporation Warehouse. The project involved demolition of a suspended ceiling and abatement of 60,000 square feet of asbestos containing material. As Project Manager, reviewed technical specifications, met with asbestos abatement contractor, kept track of worker's licenses,

medical requirements and respirator fit tests, and made sure that contractor and workers followed regulations set forth by the Illinois Department of Public Health. As Air Sampling Professional, performed background air testing, clearance air testing, and all on-going air sampling duties.

Asbestos Hazard Management / School District #89 / Melrose Park and Maywood, IL. Project Manager/Air Sampling Professional for asbestos abatement for School District #89. The projects involved the abatement of asbestos containing insulation on pipes, pipe-fittings, and boilers throughout five schools in Melrose Park and Maywood, Illinois.

Asbestos Hazard Management / Northwestern University / Evanston, IL. Project Manager/Air Sampling Professional for asbestos removal at Northwestern University. The project involved removal of asbestos-contaminated soil in a crawlspace.

Asbestos Hazard Management / City of Elgin / Elgin, IL. Project Manager/Air Sampling Professional for asbestos abatement for the City of Elgin. The project involved several abatement projects throughout the City.

ILLINOIS DEPARTMENT OF PUBLIC HEALTH
IDPH

**LEAD RISK
ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES
004890	12/1/2022	1/31/2024

Paul Cairo
2408 Pheasant Street
Woodridge, IL 60517



ILLINOIS LEAD PROGRAM
Environmental Health



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

PAUL M CAIRO
 2408 PHEASANT ST.
 WOODRIDGE, IL 60517

3/24/2023



ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 01757

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

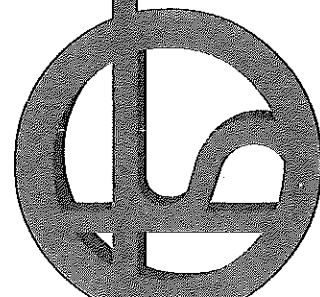
Back of License

			ASBESTOS PROFESSIONAL LICENSE		ENDORSEMENTS	TC EXPIRES
ID NUMBER 100 - 01757	ISSUED 3/24/2023	EXPIRES 05/15/2024	INSPECTOR		2/1/2024	
PAUL M CAIRO 2408 PHEASANT ST. WOODRIDGE, IL 60517 Environmental Health					MANAGEMENT PLANNER PROJECT MANAGER AIR SAMPLING PROFESSIONAL	2/1/2024 1/27/2024
			Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.			

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

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

PROTECTING HEALTH, IMPROVING LIVES
Nationally Accredited by PHAB



OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Abatement Supervisor Refresher

Occupational Training & Supply, Inc. certifies that
Paul Cairo

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.

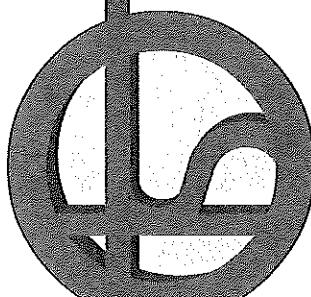
Course Date: 1/27/2023

Exam Date: 1/27/2023

Expiration Date: 1/27/2024

Certificate Number: ASR2301270307

Kathy DeSalvo, Director



OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that
Paul Cairo

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.

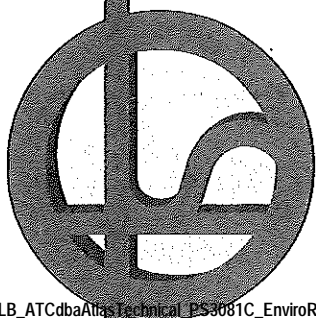
Course Date: 2/1/2023

Exam Date: 2/1/2023

Expiration Date: 2/1/2024

Certificate Number: BIR23020100339


Kathy DeSalvo, Director



Asbestos Management Planner Refresher

Occupational Training & Supply, Inc. certifies that

Paul Cairo

has successfully completed the Asbestos Management Planner 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: 2/1/2023

Exam Date: 2/1/2023

Expiration Date: 2/1/2024

Certificate Number: MPR2302010361

Kathy DeSalvo, Director



**LEAD RISK
ASSESSOR LICENSE**

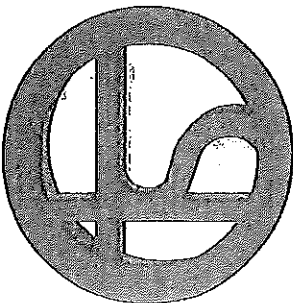
LEAD ID	ISSUED	EXPIRES
004890	12/2/2021	1/31/2023

Paul Cairo
2408 Pheasant Street
Woodridge, IL 60517



ILLINOIS LEAD PROGRAM
Environmental Health

2020



OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street | Willowbrook, IL 60527 | (630) 655-3900 | www.otssafety.com

Lead Risk Assessor Refresher

Occupational Training & Supply, Inc. certifies that

Paul Cairo

has successfully completed the Lead Risk Assessor Refresher course and has passed the competency exam with a minimum score of 70%. This course is accredited by the Illinois Department of Public Health (TCP ID No. 25) in accordance with the Illinois Lead Poisoning Prevention Code.

Course Date: 11/23/2020

Exam Date: 11/23/2020

Expiration Date: 11/23/2023

Certificate Number: LRAR2011231590

Kristina Miczek, Training Manager

RONNIE GALMORE

PROJECT MANAGER

REGISTRATION

Asbestos Air Sampling Professional (IL, #100-11415)
Asbestos Building Inspector (IL, #100-11415)
Asbestos Project Manager (IL, #100-11415)
Lead Inspector (IL, -#L-013017)
Lead Risk Assessor (IL, -#L-013017)

CERTIFICATIONS

Microbial Investigation, Assessments and Remediation in the Indoor Environment , 2004
RMD LPA-1 XRF Spectrum Analyzer for Lead-Based Paint Sampling, RMD Corporations, 1998.
Viken/Heurisys XRF Spectrum Analyzer for Lead-Based Paint Sampling.

HIRE DATE

01/2002

EXPERIENCE & RESPONSIBILITIES

Mr. Galmore has approximately 26 years' experience in the industrial hygiene field. His experience includes inspection and remediation project management of asbestos, lead and microbial contaminants, industrial hygiene consulting and instruction, and other related environmental projects. His projects have included building surveys to determine the presence, location and quantity of asbestos-containing materials (ACM); air monitoring and observation of contractor work practices during lead and asbestos abatement; lead-based paint surveys utilizing x-ray fluorescence (XRF); Indoor Air Quality (IAQ) Assessments, and reporting.

PROJECT EXPERIENCE

Asbestos and Lead Hazard Management / Chicago Public Schools / Chicago, IL. Industrial Hygiene Project Manager/Inspector for asbestos and lead survey and abatement project for Chicago Public Schools.

Asbestos and Lead Hazard Management / Telecom (AT&T, VZW) / Various Locations, IL. Industrial Hygiene Project Manager for several major asbestos and lead inspection and abatement projects.

Asbestos, Lead and Mold Hazard Management / Historic Palmer House Hilton Renovation Project / Downtown Chicago, IL. Industrial Hygiene Project Manager for several major pre-renovation asbestos and lead inspections and abatement projects. Provided pre-renovation assessment of microbial growth in hotel guest rooms. Project manager for microbial remediation oversight, including monitoring\reporting and sampling.

Asbestos Hazardous Materials Management / Private Insurance Company / Confidential Client / Prospect Heights, IL. Industrial Hygiene Project Manager for major asbestos pre-demolition abatement project involving removal of asbestos-containing and hazardous materials from facility.

Asbestos, Lead and Microbial Hazard Management / Commercial Building / Various locations / Chicago, IL. Asbestos and Lead Inspector for several commercial buildings in downtown Chicago and throughout Chicago land. Provided services to determine the present of microbial growth and possible cause and\or locations of water intrusion.

Asbestos and Lead Hazard Management / Public Building - Museum / Chicago, IL. Industrial Hygiene Project Manager for several major asbestos and lead inspections and abatement/mitigation projects involving removal of asbestos and/or lead based paint-containing materials from facilities.


Environmental Services / Asbestos Building Inspector / Village of Arlington Heights / Arlington Heights, IL. Provided asbestos and lead paint assessment and inspection associated with capital renovation projects.

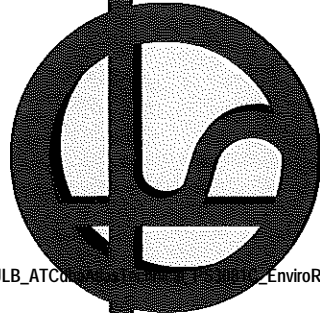
Asbestos, Lead and Mold Hazard Management / Historic Old Main Post Office Renovation Project / Downtown Chicago, IL. Industrial Hygiene Project Manager for a 30+Million pre-renovation asbestos and lead inspections and abatement project.

ENDORSEMENTS	TC EXPIRES
INSPECTOR	1/16/2024
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	1/27/2024

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.

ILLINOIS DEPARTMENT OF PUBLIC HEALTH
IDPH
ASBESTOS PROFESSIONAL LICENSE
 ID NUMBER
100 - 11415
ISSUED 2/16/2023
EXPIRES 05/15/2024
RONNIE GALMORE
 159 COUNTRY CLUB ROAD
 CHICAGO HEIGHTS, IL 60411
 Environmental Health





OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

Ronnie Galmore

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.

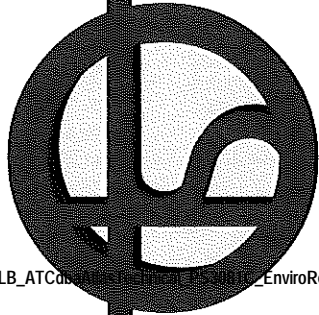
Course Date: 1/16/2023

Exam Date: 1/16/2023

Expiration Date: 1/16/2024

Certificate Number: BIR2301160091

Kathy DeSalvo, Director



OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Abatement Supervisor Refresher

Occupational Training & Supply, Inc. certifies that

Ronnie Galmore

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: 1/27/2023

Exam Date: 1/27/2023

Expiration Date: 1/27/2024

Certificate Number: ASR2301270311

Kathy DeSalvo; Director

Physician's Written Opinion

ATC CLEARANCE

Multiple Clearance



Name: Ronnie Galmore | Date: 1.18.23 | Social Security Number: XXX-XX-2430

On this date, CORE Health Networks has reviewed the above employee's recent medical examination and associated medical tests in accordance to the corresponding OSHA standards:

Type of surveillance conducted (mark all that apply):

- [X] HAZWOPER (1910.120)
[X] Respiratory Protection (1910.134, 1926.103)
[X] Asbestos (1910.1001, 1926.1101)
[X] Lead (1910.1025, 1926.62) Blood Lead Level: 3.6 ug/dL ZPP Level: 31 ug/dL

- 1. Are there any detected medical conditions that would place the employee at increased risk of material impairment of the employee's health while working in the above job position? []Yes [X]No
2. Are there any recommended limitations upon the employee's assigned work? []Yes [X]No
3. Has the employee been informed of the examination results? [X]Yes []No
4. Are there any recommended limitations in place for respirator use? [X] No limitations have been placed on use of a respirator [] Medically not able to wear a respirator [] May wear a respirator for escape only [] These limitations have been placed on the use of a respirator

[X] A copy of this document has been provided to the employee
[] A follow-up evaluation is to be scheduled on

William J. Nassetta, MD, MPH

1.24.2023
Date

Employee Signature

Supervisor Signature



1815 S. Meyers Road, Suite 1050
Oakbrook terrace, IL 60181
630.916.7272 | www.oneatlas.com

RESPIRATOR FIT TESTING DOCUMENTATION FORM

Name: Ronnie Galmore

Date: January 10, 2023

Title: Project Manager

S.S.N.: xxx-xx-2430

Respirator Type: ½ Face Manufacturer: North Model: 7700-30S

Size: Large Cartridge Type: P100 TC Number: 84A-0592

CHECK ONE:

Passed

Failed

ANDREW NILSON
Name of Test Administrator

Andrew Nilson
Signature

Ronnie Galmore
Employee Signature

COMMENTS:

QL Fit Test using irritant smoke protocol per 29 CFR 1910.134, NIOSH 42 CFR 84

Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES
2/6/2026

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

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

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



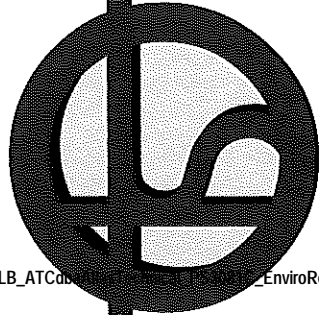
**LEAD RISK
ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES
013017	2/14/2023	1/31/2024

Ronnie Galmore
159 Country Club Road
Chicago Heights, IL 60411



ILLINOIS LEAD PROGRAM
Environmental Health



OCCUPATIONAL TRAINING & SUPPLY, INC.

Lead Risk Assessor Refresher

Occupational Training & Supply, Inc. certifies that

Ronnie Galmore

has successfully completed the Lead Risk Assessor Refresher course and has passed the competency exam with a minimum score of 70%. This course is accredited by the Illinois Department of Public Health (TCP ID No. 25) in accordance with the Illinois Lead Poisoning Prevention Code.

Course Date: 2/6/2023

Exam Date: 2/6/2023

Expiration Date: 2/6/2026

Certificate Number: LRAR2302060384

Kristina Miczek, Training Manager

JOSE M. GONZALEZ

SENIOR PROJECT MANAGER

EDUCATION

BS, Environmental Science,
1997, Roosevelt University
Chicago, Illinois
Concentration in Hazardous
Materials Management
Minor, Chemistry

REGISTRATION

Illinois Asbestos Project
Manager, License #100-
199992

Illinois Asbestos Air
Sampling Professional,
License #100-199992
Illinois Asbestos Building
Inspector, License #100-
199992

Illinois Lead Risk Assessor,
License #1002277

CERTIFICATIONS

40-Hour OSHA HAZWOPER
training

8-Hour OSHA HAZWOPER
Refresher Course, Updated
yearly.

10-Hour OSHA Construction
Worker

16-Hour Microbial
Investigations, Assessments,
and Remediation in the
Indoor Environment Training
Course

Asbestos Airborne Dust-
NIOSH 582 training
RMD LPA-1 XRF Spectrum
Analyzer for Lead-Based
Paint Sampling, RMD
Corporation

HIRE DATE

06/2004

EXPERIENCE & RESPONSIBILITIES

Mr. Gonzalez is a Senior Project Manager with 19 years of experience providing project services involving Asbestos and lead Based paint inspections; asbestos and lead abatement oversight/clearance sampling; indoor air quality (IAQ) assessments; microbial assessments/sampling, and mold abatement inspections.

Additionally, his project experience includes soil and groundwater investigations, monitoring, design and system installation. He has successfully secured regulatory closures in accordance with Title 35 Illinois Administrative Control (IAC) Sections 731, 732 and 734 Leaking UST (LUST) regulations and Title 35 Section 740 Site Remediation Program (SRP) regulations in conjunction with Title 35 Section 742 Tiered Approach to Corrective Action (TACO) regulations.

PROJECT EXPERIENCE

Asbestos/Lead Based Paint Services / Various Clients Provided asbestos and lead based paint surveys, asbestos and lead abatement oversight and clearance sampling.

Indoor Air Quality Assessments / Various Clients / IL and WI Collected comfort parameter readings, microbial air samples and performed visual assessments for IAQ issues pertaining to water infiltration from building management issues. Responsibilities included the budgeting, coordination, management and implementation of field operations, data evaluation, reporting and project management.

Disaster Recovery Services / Various Clients Performed assessments of hurricane affected facilities via the acquisition of building material moisture levels and microbial sampling (including air and bulk/tape sampling) in Cancun and Puerto Rico.

Subsurface Investigations / Various Clients / IL Completed subsurface soil, groundwater and soil gas investigations at many industrial/commercial properties.

SRP Regulatory Closures / Various Clients / IL Completed SRP closures at many industrial and commercial properties. Responsibilities have included budgeting, coordination, management and implementation of field operations and project management. Duties have also included drilling oversight, soil, soil gas and groundwater sampling, well installations/abandonment, in-situ hydraulic conductivity testing, physical soil analysis, site surveys, fate and transport modeling, developing site-specific remediation objectives, sub-slab depressurization system design, installation and communications testing, in-situ chemical oxidation remediation system installations, chemical injections and O&M regulatory reporting and directly negotiating with the IEPA for regulatory closure.

UST Projects / Regulatory Closure / Various Clients / IL Completed UST removal projects and LUST closures at multiple filling stations and industrial facilities. Responsibilities have included the coordination, management and implementation of field operations. Duties have included drilling oversight, soil, soil gas and groundwater sampling, monitoring and extraction well installations and abandonment, in-situ hydraulic conductivity testing, physical soil analysis, surface and groundwater elevations, delineation of soil and groundwater contamination and Tier 2 fate and transport modelling. He has directly negotiated with the IEPA for regulatory closure. Duties have also included the preparation of UST Removal Closure Reports, 20 and 45-Day Reports, Site Investigation Completion Reports, Site Classification Work Plans, Corrective Action Plans, Corrective Action Completion Reports and LUST Reimbursement packages.



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

JOSE M GONZALEZ
 2449 SIMON DRIVE
 MONTGOMERY, IL 60538

1/28/2023



ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19992

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>PROJECT MANAGER</p> <p>AIR SAMPLING PROFESSIONAL</p>	<p>TC EXPIRES</p> <p>7/8/2023</p> <p>7/7/2023</p>
<p>ID NUMBER</p> <p>100 - 19992</p>	<p>ISSUED</p> <p>1/28/2023</p>	<p>EXPIRES</p> <p>05/15/2024</p>	<p>Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.</p>	
<p>JOSE M GONZALEZ 2449 SIMON DRIVE MONTGOMERY, IL 60538 Environmental Health</p>				

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

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

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**LEAD RISK
ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES
1002277	2/15/2023	1/31/2024

Jose M Gonzalez
2449 Simon Drive
Montgomery, IL 60538



ILLINOIS LEAD PROGRAM
Environmental Health

Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES
11/23/2023

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

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

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

THOMAS GORMLEY, CIH, CSP, CMC, MS, MBA, PMP

CERTIFIED INDUSTRIAL HYGIENIST

EDUCATION

MS, Civil and Environmental Engineering, Norwich University

MS, Business Administration, IU Kelley School of Business
Squadron Officer (Management & Leadership) School

BS, Agricultural and Biological Engineering, Purdue University

US Air University
Bioenvironmental Engineering Officer School, US Air Force School of Aerospace Medicine

REGISTRATIONS

Certified Industrial Hygienist (CIH) by America Board of Industrial Hygiene ABIH #10640CP

Certified Safety Professional (CSP) by Board of Certified Safety Professionals BSCP #CSP-34140

Council-certified Microbial Consultant (CMC) by American Council for Accredited Certification #1611002

Project Management Professional (PMP) by Project Management Institute PMP #2695119

Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) AAHP Course ID: 2020-01-01-1923

OSHA 40, 30 and 10 Hr

HIRE DATE

05/2016

EXPERIENCE & RESPONSIBILITIES

Mr. Gormley has over 18 years of experience in industrial hygiene, water potability, environmental sampling, radiation safety and emergency response involving hazardous materials. He served in the US Air Force for 8 years and is a veteran of Operation Iraqi Freedom. He is experienced in performing traditional industrial hygiene services for a variety of clients in commercial, industrial and military settings. These include personal and area exposure monitoring, bulk and surface sampling for a variety of chemicals to include many OSHA expanded standards such as asbestos, hexavalent chromium, benzene, formaldehyde, and cadmium. Additionally, he acts as the project manager for a myriad of indoor air quality and mold surveys. He performs pilot studies onsite to determine influence of remedial technique at contaminated sites; ground water monitoring, ground water sampling, soil sampling, air monitoring and sampling to evaluate effectiveness of remedial procedures.

PROJECT EXPERIENCE

Industrial Hygiene Services (Air Sampling), US Air Force Aircrafts Performed personal chemical air monitoring for hexavalent chromium, cadmium, isocyanates, beryllium, and various other chemicals. Designed and monitored engineering controls, such as ventilation systems and pneumatic tools to reduce employee exposures. Implemented respiratory protection as required.

Industrial Hygiene Services (Air Sampling), US Air Force Medical Facilities Performed personal chemical air monitoring for formaldehyde, anesthetic gases and various other chemicals. Designed and monitored ventilation systems to reduce employee exposures below Permissible Exposure Limits (PELs).

Industrial Hygiene Services (Air Sampling), US Air Force Fueling Facilities/ATLAS Consulting, All USA Performed personal chemical air monitoring for benzene, carbon monoxide and other volatile organic compounds (VOC). Designed and monitored ventilation systems to reduce employee exposures. Implemented respiratory protection when required.

Industrial Hygiene Services (Air Sampling), Welding/Blasting/Sanding/Painting Operations Performed personal chemical air monitoring for OSHA expanded standard metals and welding fumes. Designed and monitored ventilation systems and decontamination cleaning facilities to reduce employee exposures. Implemented respiratory protection when required.

Industrial Hygiene Services (Respiratory Protection), US Air Force Various Occupations Program manager for respiratory protection program for over 500 employees. Fit tested, created work instructions, trained, maintained and selected respirators for various occupations.

Asbestos and Lead Project Management, US Air Force, Multiple Locations Conducted asbestos and lead inspections and re-inspections of building materials for the various military facilities and provided abatement oversight for 3rd parties.

Asbestos Sampling Team, School and Church Closure Conducted asbestos inspections and of building materials for EPA compliance to conduct demolitions of three buildings.

Lead Project Management, Elementary School Performed air sampling and developed lead remediation plan for retired shooting range on elementary school property. Negotiated long-term procedures with different agencies in on Capitol Hill.

Lead Project Management, F-22A Aircraft Hangar Performed air sampling and developed lead remediation plan for remodelling of large aircraft hangar in secure location. Provided oversight to 3rd party remediation team.

The Board for Global EHS Credentialing (BGC)

through its vested authority, hereby confirms that

Thomas B. Gormley

has met all requirements of education, experience, and examination, and on-going maintenance set forth through the BGC's American Board of Industrial Hygiene®'s (ABIH®) credentialing division for re-certification in the Comprehensive Practice of Industrial Hygiene and is thereby conferred the credential of

Certified Industrial Hygienist® (CIH®)

The aforementioned individual is given all rights, privileges, and responsibilities as both a diplomate of the BGC and holder of the CIH credential, provided that the credential is not suspended or revoked, and it is renewed annually. Moreover, the holder must meet all recertification requirements, including the obligation to practice ethically as prescribed by the BGC.



Credential Number: 10640 CP

Award Date: November 23, 2014

Expiration Date: June 1, 2025

Cynthia Hanko, CIH
Chair of the Board of Directors

Ulric K. Chung, MCS, PhD
Chief Executive Officer and Secretary



ASH MEMON, CMC

SR. PROJECT MANAGER | POINT OF CONTACT

EDUCATION

Post Graduate Diploma in Business Administration, Institute of Management, Development, and Research; India, 1988
BS, Mechanical Engineering, University of Bombay, 1986

CERTIFICATIONS/LICENSES

Certified Microbial Consultant (CMC), American Council for Accredited Certification (formerly American Indoor Air Quality Council.) since 2007.
Asbestos Air Sampling Professional (IL, #100-4512)
Asbestos Project Manager (IL, #100-4512)
Asbestos Building Inspector (IL, #100-4512)
Asbestos Management Planner (IL, #100-4512)
Lead Inspector and Lead Risk Assessor (IL, #L-1049)

HIRE DATE

06/01/1997

EXPERIENCE & RESPONSIBILITIES

Mr. Memon is the Branch Manager and Principal for Illinois operations. He has over 31 years of environmental consulting industry experience and is responsible for coordinating the operations of the industrial hygiene, environmental due diligence (Phase I/NEPAs), Phase II environmental site assessments, remediation and Property Condition Assessment (PCA) business segments. He also coordinates the business development and marketing opportunities for the branch. He has extensive experience in the industrial hygiene field. He is well versed in identifying potential environmental problems and making remedial recommendations.

He has significant experience in the areas of environmental due diligence, program management for catastrophic disaster (hurricane, flooding, etc) response, asbestos and lead inspections, indoor air quality evaluations, microbiological hazard assessments, fire damage assessments, LEED IAQ consulting, abatement project design, abatement project management, and development/management of turnkey approaches to hazard abatement programs. He has provided catastrophic disaster response services since 1993 for Hurricanes, Fires and Winter Storms, in Texas, Louisiana, Carolinas, Florida, California, Hawaii and Puerto Rico. He has provided building systems damage (sprinkler releases, plumbing failure, backflows, flooding, fires, aftermath, meth lab, infectious agents, etc) response in various types of facilities in many states.

PROJECT EXPERIENCE

Public Building Commission of Chicago, Asbestos & Lead Management - Chicago, Illinois

Provided project management services for a five-million-dollar comprehensive asbestos and lead survey and abatement management project for Chicago Public School buildings and other buildings owned by Chicago Public Schools.

Historic Old Main Post Office Building - Asbestos, Lead Paint and Mold Hazard Management - Chicago, Illinois Provided environmental project management services for a \$500+ million renovation plan to redevelop/renovate the multi-million square feet, vacant post office building. Asbestos, lead, mold and other hazard management services included assessments surveys, abatement scope development, abatement bid documents preparation, abatement project management, communication/integration with Ownership, Construction Manager, General Contractor, Trade Contractors, and Tenant buildout Contractors.

Chicago Public Schools, Asbestos and Lead Hazard Management - Chicago, Illinois Provided program management services for a \$72 million asbestos, lead, and other hazard management project for 100 schools within a large metropolitan school district. Responsibilities involved program development, asbestos and lead surveys, communication, and integration with construction managers, and total turnkey management of all abatement subcontracts, which totaled approximately \$65 million. This project involved contract administration of approximately 24 abatement contractors and 75 subcontractors working on approximately 100 schools.

Allied Insurance Companies, Microbial Assessment, Design and Remediation Services Provided microbial consulting Confidential Health Care System, Microbial Assessment, Design and Remediation Services - Illinois Provided consulting services for assessment and related remediation of a senior health care facility building renovation (Asbestos and Mold).

Disaster Recovery/Emergency Response Services - National Hotel Chain Ownerships Provided comprehensive emergency response management services following fire and water intrusion incidents (catastrophic and operational) at the hotel properties for various hotel chains throughout the US. Initiated and coordinated a program to assess damages, moisture mapping, establish a sampling strategy for identification of mold/fungus contamination due to water infiltration, recommend and establish clean-up objectives.



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ASHFAQUE MEMON
 1815 S MEYERS RD #1050
 OAKBROOK TERRACE, IL 60181

3/14/2023



ASBESTOS PROFESSIONAL LICENSE ID NUMBER. 04512

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 - 04512			ISSUED 3/14/2023		EXPIRES 05/15/2024		INSPECTOR 12/16/2023	
ASHFAQUE MEMON 1815 S MEYERS RD #1050 OAKBROOK TERRACE, IL 60181 Environmental Health					MANAGEMENT PLANNER 12/16/2023 PROJECT MANAGER 2/23/2024 AIR SAMPLING PROFESSIONAL		Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.	

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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CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Accredited by the Illinois Department of Public Health

ASHFAQUE MEMON

This is to certify that _____
has completed the Asbestos Management Planner Refresher course and passed the examination
on 12/16/2022 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.



Environmental &
Occupational Services

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

12/16/2022

Course Dates:

12/16/2023

Expires:

2212MPR03

Certificate Number:

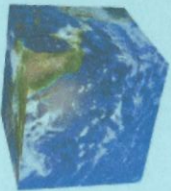
Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-011



EarthTech, Inc.

435 Shadow Wood Drive, Yorkville, IL 60560

Asbestos Contractor / Supervisor Refresher

THIS CERTIFIES THAT
Ashfaque Memon

Has successfully completed the IL and IN Approved Asbestos Training Course and passed the Examination for purposes of accreditation under section 206 of Title II, 15 USC 2646 of the Toxic Substances Control Act and 326 IAC 18-2. Conducted by EarthTech at 435 Shadow Wood Drive, Yorkville, IL 60560

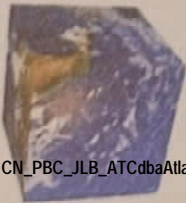
CLASS DATES: 2/23/2023

EXAMINATION: 2/23/2023

LOCATION: Amerisafe

EXPIRATION: 2/23/2024

CERTIFICATE NUMBER: 110228X23S104042



EarthTech, Inc.

435 Shadow Wood Drive, Yorkville, IL 60560

Asbestos Building Inspector Refresher

THIS CERTIFIES THAT Ashfaque Memon

Has successfully completed the IL and IN Approved Asbestos Training Course and passed the Examination for purposes of accreditation under section 206 of Title II, 15 USC 2646 of the Toxic Substances Control Act (TSCA) and 326 IAC 18-2. Conducted by EarthTech, Inc
630-417-6951

CLASS DATES: 12/16/2022

EXAMINATION: 12/16/2022

LOCATION: Amerisafe

EXPIRATION: 12/16/2023

CERTIFICATE NUMBER: 110205X02S0000671



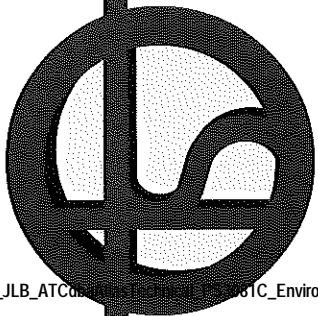
**LEAD RISK
ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES
001049	12/1/2022	1/31/2024

Ashfaque A Memon
3N617 Vachel Lindsay St
St Charles, IL 60175



ILLINOIS LEAD PROGRAM
Environmental Health



Lead Risk Assessor Refresher

Occupational Training & Supply, Inc. certifies that

Ashfaque Memon

has successfully completed the Lead Risk Assessor Refresher course and has passed the competency exam with a minimum score of 70%. This course is accredited by the Illinois Department of Public Health (TCP ID No. 25) in accordance with the Illinois Lead Poisoning Prevention Code.

Course Date: 11/2/2021

Exam Date: 11/2/2021

Expiration Date: 11/2/2024

Certificate Number: LRAR2111022592

Kristina Miczek, Training Manager



OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street | Willowbrook, IL 60527 | (630) 655-3900 | www.otssafety.com

Lead Safety for Renovation, Repair and Painting Refresher

Occupational Training & Supply, Inc. certifies that

Ashfaque Memon

3N617 VAchel Lindsay Street St. Charles, IL 60175

has successfully completed the 4 hour Lead Renovation, Repair and Painting Refresher course and has passed the competency exam with a minimum score of 70%. This course is accredited by the Environmental Protection Agency for purposes of certification in accordance with requirements listed under 40 CFR ; EPA 40 CFR 745.225.

Course Date: 2/20/2020
Exam Date: 2/20/2020
Expiration Date: 2/20/2025
Language: English

Kathy DeSalvo, Director

Certificate Number:
R-R-19168-20-000879



United States Environmental Protection Agency

This is to certify that



ATC Group Services LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires August 06, 2025

NAT-68932-4

Certification #

July 06, 2016

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



ANDREW NILSON

MANAGER, INDUSTRIAL HYGIENE SERVICES

OFFICE LOCATION

Oakbrook Terrace, Illinois

EDUCATION

BS, Environmental Management
1998, Elmhurst College,
Elmhurst, Illinois

REGISTRATION

- Illinois Asbestos Project Manager, License #100-08668
- Illinois Asbestos Air Sampling Professional, License #100-08668
- Illinois Asbestos Building Inspector, License #100-08668
- Illinois Lead Risk Inspector, License #6875

CERTIFICATIONS

- 8-Hour OSHA HAZWOPER Refresher Course, Updated yearly.
- 16-Hour Microbial Investigations, Assessments, and Remediation in the Indoor Environment Training Course
- Asbestos Airborne Dust-NIOSH 582 training
- Heuresis LPA-1 XRF Spectrum Analyzer for Lead-Based Paint Sampling
- Asbestos Contractor/Supervisor Initial
- Asbestos Building Inspector
- Lead Inspector

HIRE DATE

05/1998

EXPERIENCE & RESPONSIBILITIES

Mr. Nilson's projects have included microbial assessment, building surveys to determine the presence, location and quantity of asbestos-containing materials (ACM); microbial air sampling and observation of contractor work practices during microbial, lead and asbestos abatement; lead-based paint surveys utilizing x-ray fluorescence (XRF); development of specifications and contract documents for ACM removal/demolition projects, microbial assessments, Indoor Air Quality (IAQ) Assessments, and microbial sampling.

PROJECT EXPERIENCE

Microbial Assessment, Design and Remediation Services/Confidential Wireless Phone Carrier -Illinois, Michigan, and Wisconsin. Provided microbial assessment consulting service including air and bulk/tape sampling for assessment and clean-up of microbial impacted building materials.

Managing Environmental Consultant / Project Manager and Asbestos Building Inspector/ Chicago Public Schools Chicago, IL. Provided Managing Environmental Consultant services for High Schools in three of the six regions for the Chicago Public Schools. Responsibilities included providing asbestos building inspections and lead inspections for asbestos, lead paint, pigeon excrement, Contaminated Soil, Mold, and other issues associated with capital renovation projects as well as for the operational needs of the schools. Project Manager for asbestos abatement at various Chicago Public Schools. Duties included conducting field visits to all schools to ensure contractor compliance with project specifications, coordinating field staff, scheduling clearance testing, and distributing laboratory analytical information. Other responsibilities included on-going communication with project managers to update project status, identification of contractor deficiencies, and recommendation of appropriate measures. Assisted in oversight of project design and bid document preparation for asbestos, lead paint and UST/Soil remediation work. Managed, coordinated, and supervised a team of abatement project monitors who provided environmental oversight and sampling services on site during abatement work.

Asbestos Building Inspector / Village of Arlington Heights - 3 Fire Station buildings, 1 Train Station Building, Public Works Campus, 1 Police

Department Building and the Village Hall Building. Provided asbestos and lead paint assessment and inspection associated with capital renovation projects. Assisted in project design and bid document preparation for asbestos, lead paint and Mold remediation work. Provided lead dust assessment and inspection associated with the Indoor Firing Range at the Police Department building. Managed, coordinated, and supervised a team of abatement project monitors who provided environmental oversight on site during the lead dust cleanup work while the department maintained full operational functionality.

Asbestos Building Inspector and Lead Inspector/ Historic Palmer House Hilton Renovation Project - Chicago / IL. Provided ACM/LBP surveys, mold assessment, abatement project design, assisted in abatement bid process and abatement monitoring and reporting services as part of the \$170 million renovation project upgrading the exterior, interior retail and common spaces, and the guest rooms

Disaster Recovery Services / Various Clients Performed assessments of hurricane affected facilities via the acquisition of building material moisture levels and microbial sampling (including air and bulk/tape sampling) in Cancun, Florida, Alabama and Puerto Rico.



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

ANDREW G NILSON
 117 WEST PARK DRIVE
 LOMBARD, IL 60148

4/18/2023



ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 08668

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

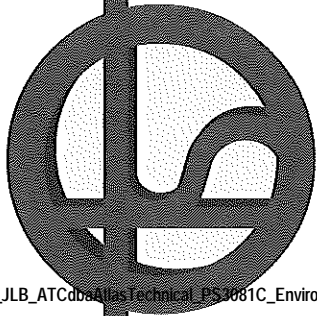
Back of License

			ASBESTOS PROFESSIONAL LICENSE		ENDORSEMENTS	TC EXPIRES
ID NUMBER 100 - 08668	ISSUED 4/18/2023	EXPIRES 05/15/2024	INSPECTOR		10/7/2023	
ANDREW G NILSON 117 WEST PARK DRIVE LOMBARD, IL 60148 Environmental Health					MANAGEMENT PLANNER PROJECT MANAGER AIR SAMPLING PROFESSIONAL	9/16/2023 6/13/2023
<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

PROTECTING HEALTH, IMPROVING LIVES
Nationally Accredited by PHAB



Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that
Andrew Nilson

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.

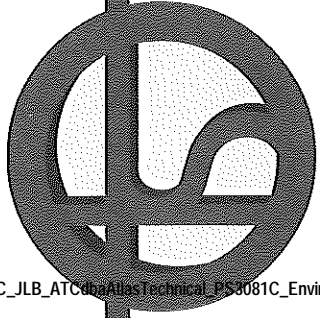
Course Date: 10/7/2022

Exam Date: 10/7/2022

Expiration Date: 10/7/2023

Certificate Number: BIR2210073203

Kathy DeSalvo, Director



Asbestos Management Planner Refresher

Occupational Training & Supply, Inc. certifies that
Andrew Nilson

has successfully completed the Asbestos Management Planner 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.

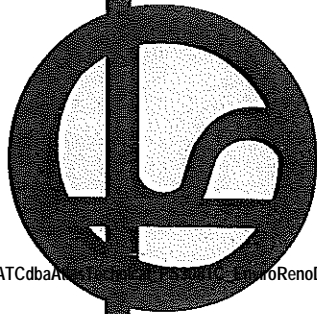
Course Date: 9/16/2022

Exam Date: 9/16/2022

Expiration Date: 9/16/2023

Certificate Number: MPR2209162217


Kathy DeSalvo, Director



OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Abatement Supervisor Refresher

Occupational Training & Supply, Inc. certifies that
Andrew Nilson

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: 6/12/2023

Exam Date: 6/12/2023

Expiration Date: 6/12/2024

Certificate Number: ASR2306121809

Kathy DeSalvo, Director



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

12/29/2022

LICENSE NUMBER: 006875

Andrew Nilson
117 W Park Dr
Lombard, IL 60148

LICENSE APPROVED

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

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

IDPH LEAD INSPECTOR LICENSE

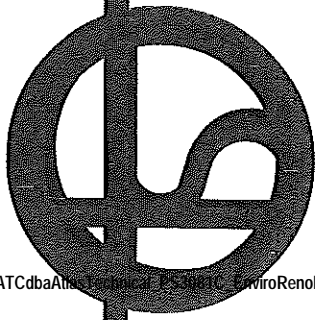
LEAD ID	ISSUED	EXPIRES
006875	12/29/2022	1/31/2024

Andrew Nilson
117 W Park Dr
Lombard, IL 60148

ILLINOIS LEAD PROGRAM
Environmental Health

PROTECTING HEALTH, IMPROVING LIVES

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OCCUPATIONAL TRAINING & SUPPLY, INC.

Lead Inspector Refresher

Occupational Training & Supply, Inc. certifies that
Andrew Nilson

has successfully completed the Lead Inspector Refresher course and has passed the competency exam with a minimum score of 70%. This course is accredited by the Illinois Department of Public Health (TCP ID No. 25) in accordance with the Illinois Lead Poisoning Prevention Code.

Course Date: 12/5/2022

Exam Date: 12/5/2022

Expiration Date: 12/5/2025

Certificate Number: LIR2212053881

Kristina Miczek, Training Manager

J. DAVID PATTON, PG, CHMM, MBA

CHICAGO AREA OPERATIONS MANGER

EDUCATION

BS, Geology, University of Kansas, 1985

MBA Corporate Finance, Keller Graduate School of Management, 1999

PROFESSIONAL REGISTRATIONS/ CERTIFICATIONS

Certified Professional Geologist: Illinois (#196-000308), Indiana (#1070), and Wisconsin (#146-013)

Certified Hazardous Materials Manager, Master Level (#1822)

Certified Environmental Inspector (#7371)

Registered Environmental Professional (#2880)

ASTM Certified Environmental Professional

Illinois Notary Public

Asbestos Building Inspector (IL, #100-0236, IN, # 192221067)

Asbestos Management Planner (IL, #100-0236, IN # 192221067)

Lead-Based Paint Inspector/Risk Assessor (IL, L-1137)

ASTM E 2600 Vapor Encroachment Screening Certificate Holder

OSHA 40-Hour Hazardous Waste Site Worker Training,

Environmental Training

Consultants, since 1988 with Annual Refreshers.

David supervises approximately 20 professionals in the fields of due diligence site assessments, subsurface evaluations and remediation, industrial hygiene, and property condition assessments. He has 35 years of experience providing environmental engineering and consulting services to government agencies and private industry. Mr. Patton's diverse project related experience includes managing and performing environmental site assessments, building/property condition assessments, multimedia environmental compliance assessments, geotechnical evaluations, microbial assessments/remediation, asbestos consulting/remediation, lead-based paint consulting/remediation, indoor air quality evaluations/remediation, radon consulting and mitigation, underground storage tank testing, upgrading, and decommissioning, subsurface soil and groundwater assessments, risk-based closure reporting, vapor intrusion evaluations/remediation, and electromagnetic and ground penetrating radar subsurface investigations.

PROJECT EXPERIENCE

Syngenta Seeds, Site Assessment, Subsurface Soil and Groundwater Sampling, UST Removal and Regulatory Closure – Illinois Project/Client Manager for a Phase I/II ESAs for a site portfolio of rural seed production and coating facilities located t/o IL. The studies involved conducting numerous Phase I ESAs, Phase II ESAs, geophysical and subsurface investigations, which at some sites revealed potential impacts from pre-existing petroleum, fungicide and pesticide use and leaking underground storage tanks at the sites. Phase II environmental subsurface assessments and remediation activities were performed at several of the sites. Where required, petroleum impacted soil/groundwater remediation were performed for these locations.

Confidential Client, Litigation Support - Chicago, Illinois Provided litigation support regarding an asbestos exposure claim involving improper renovation activities of a high-rise commercial office building that reportedly caused asbestos impact/exposure to occupants throughout the building. Also, provided and managed asbestos remediation services to clean-up residual asbestos-containing dust.

Marquette Building, Asbestos Management - Chicago, Illinois Project Manager

and asbestos inspector conducting an asbestos survey of the historic structure for remodeling purposes. Duties included sampling, removal specification preparation, and abatement bidding assistance, construction oversight, air sampling, report preparation and project closeout.

Fenwick High School, Asbestos AHERA Inspections - Illinois Field Inspector conducting the initial AHERA comprehensive asbestos survey and management plan for the high school; conducted three-year re-inspections for the facility.

Finova Capital Corporation, Lead Dust Abatement Project Management - Chicago, Illinois Project Manager and Principal Investigator of a lead dust abatement project at the Dakota Building. Services included lead-based paint and dust sampling, removal specification preparation, abatement bidding assistance, construction oversight, air sampling, report preparation, and project closeout.

Equity Office Properties, Indoor Air Quality Services – Illinois Responsible for managing and performing numerous baseline indoor air quality surveys and sampling services to tenants in Equity-owned high-rise office buildings complaining of compromised indoor air quality.

Microbial Assessment and Remediation Turnkey Services - Ryan Cos. Illinois Responsible for managing and performing a microbial assessment and turnkey remediation services for a major supermarket chain located in the greater Chicago Metro area. Responsible for coordinating and managing microbial assessment and remediation activities in cooler areas with microbial contamination.



**ASBESTOS
PROFESSIONAL
LICENSE**

ID NUMBER ISSUED EXPIRES
100 - 00236 **2/24/2023** **05/15/2024**

J. DAVID PATTON
26 W 170 PHEASANT CT
WHEATON, IL 60188



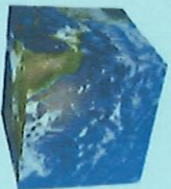
Environmental Health

ENDORSEMENTS

TC EXPIRES

INSPECTOR	12/16/2023
MANAGEMENT PLANNER	12/16/2023

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.



EarthTech, Inc.

435 Shadow Wood Drive, Yorkville, IL 60560

Asbestos Building Inspector Refresher

THIS CERTIFIES THAT

J. David Patton

Has successfully completed the IL and IN Approved Asbestos Training Course and passed the Examination for purposes of accreditation under section 206 of Title II, 15 USC 2646 of the Toxic Substances Control Act (TSCA) and 326 IAC 18-2. Conducted by EarthTech, Inc
630-417-6951

CLASS DATES: 12/16/2022

EXAMINATION: 12/16/2022

LOCATION: Amerisafe

EXPIRATION: 12/16/2023

CERTIFICATE NUMBER: 110206X05S002188

CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Accredited by the Illinois Department of Public Health

DAVID PATTON

This is to certify that _____
has completed the Asbestos Management Planner Refresher course and passed the examination
on 12/16/2022 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

12/16/2022

Course Dates:

12/16/2023

Expires:

2212MPR05

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



**LEAD RISK
ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES
001137	12/1/2022	1/31/2024



John D Patton
26 W. 170 Pheasant Court
Wheaton, IL 60188

ILLINOIS LEAD PROGRAM
Environmental Health

Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES
11/2/2024

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

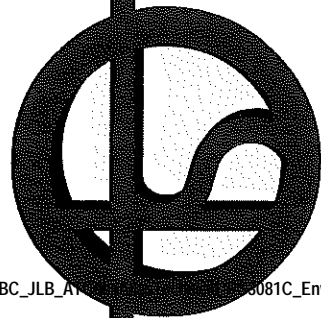
This license is valid only when accompanied by
a valid training course certificate

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

2021

7233 S. Adams Street | Willowbrook, IL 60527
(630) 655-3900 | www.otssafety.com

OCCUPATIONAL TRAINING & SUPPLY, INC.



Lead Risk Assessor Refresher

Occupational Training & Supply, Inc. certifies that

J. David Patton

has successfully completed the Lead Risk Assessor Refresher course and has passed the competency exam with a minimum score of 70%. This course is accredited by the Illinois Department of Public Health (TCP ID No. 25) in accordance with the Illinois Lead Poisoning Prevention Code.

Course Date: 11/2/2021

Exam Date: 11/2/2021

Expiration Date: 11/2/2024

Certificate Number: LRAR2111022596

Kristina Miczek, Training Manager



THIS CERTIFIES THAT

J. David Patton

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

**CERTIFIED HAZARDOUS MATERIALS MANAGER®
CHMM®**

7/1/1989

DATE OF CERTIFICATION

01822

CREDENTIAL NUMBER



7/31/2028

CERTIFICATION EXPIRES

EUGENE A. GUILFORD, JR.
EXECUTIVE DIRECTOR



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

VERIFIABLE AS AUTHENTIC AT
https://online.ihmm.org/ihmssa/censsaustkup.query_page

JOHN N. SABOVCIK, REM, MBA

MANAGER, ENVIRONMENTAL DUE DILIGENCE SERVICES

OFFICE LOCATION

Chicago Area Office
(Oakbrook Terrace, IL)

EDUCATION

B.S. Mechanical / Civil
Engineering, Purdue
University, 1990
Master of Business
Administration (MBA),
Indiana University, 1996

REGISTRATIONS / LICENSES

Registered Environmental
Manager (REM), #11524,
National Registry of
Environmental Professionals
(NREP)
Licensed Illinois Department of
Public Health (IDPH) Asbestos
Building Inspector, #100-11216
"Environmental Professional"
pursuant to ASTM Standard
1527 and 40 CFR § 312.10
"Environmental Professional"
Pursuant to ASTM Standard
E1527 & 40 CFR § 312.10
OSHA 40 Hr HAZWOPER

HIRE DATE

09/21/1991

EXPERIENCE & RESPONSIBILITIES

Mr. Sabovcik has 32 years of environmental consulting/engineering experience. His duties include the management and supervision of Staff Scientists that perform Phase I Environmental Site Assessments (ESAs), Transaction Screens, Environmental Peer Reviews, and Regulatory Compliance Items. He has been responsible for branch office/senior project level management, proposal preparation, senior QA/QC report review, client relations and marketing activities. Types of projects he has overseen include: Performance/management of over 4,500 Phase I ESAs, Phase II ESAs, regulatory compliance audits/reviews, Spill Prevention Control and Countermeasures (SPCC) Plans, subsurface environmental investigations (soil and groundwater sampling/monitoring), leaking underground storage tank (LUST) investigations, soil disposal activities, and remediation system design/monitoring.

PROJECT EXPERIENCE

Site Investigations / Illinois & Indiana. Planned investigation activities at LUST sites. Supervised field geologists during soil sampling and monitoring well installation and compiled results into a site investigation/corrective action plan that was submitted to regulatory agencies such as the Illinois Environmental Protection Agency (IEPA) and Indiana Department of Environmental Management (IDEM). Planned and supervised remediation excavation and landfill disposal of contaminated soil to various facilities. Prepared site investigation reports and corrective action plans following formats required by regulatory agencies. Negotiated with state regulators on behalf of clients for acceptance of reports and plans. Supervised quarterly monitoring at project sites and prepared monitoring reports for submission to regulatory agencies.

Program Management / Illinois & Indiana. Managed various environmental projects including UST Removals/Closures, Groundwater Monitoring, Title V Air Permitting, Air Emissions Inventories, Voluntary Remediation Programs, Spill Prevention Plans, and Storm Water Compliance in conjunction with specific IEPA or IDEM requirements.

Phase I ESAs / Nationwide. Performed, supervised, or assisted with over 4,000 Phase I ESAs at a variety of retail, commercial, and industrial/manufacturing facilities.

Phase I and Phase II ESAs / Nationwide. Conducted, coordinated, and reviewed Phase I ESAs that encompass both ASTM and compliance elements for a variety of transactions including stock purchase, asset purchase, refinancing and foreclosures, and providing operating budgets that relate to the compliance or remedial concerns identified. Typical operations assessed included: plastic injection molding, painting/coating, steel industry, distribution/warehousing, steel forging, tubing mills, wire mills, and food processing. Coordinated the design and implementation of Phase II ESAs. Quantified transaction liability where possible and established the compliance status with applicable Federal, State, and local regulations. Provided written reports on findings and the necessary support to the client while under legal review or financial committee review. Coordinated all aspects of the implementation of the appropriate times scheduled in the final loan or purchase agreement that relate to the environmental commitments identified.

Phase II ESA and LUST Clean-up. Managed and organized Phase II ESA and LUST clean-up activities at project sites located in close proximity to state and federal roads and highways. Coordinated drilling activities in public roadways / easements with state regulatory agencies.

Phase I ESA / Indiana Department of Transportation (INDOT) / Highland, IN. Conducted Phase I ESA corridor study on a section of State Highway in Highland, Indiana for INDOT. The project was in connection with a large bridge redesign and flood zone mitigation project conducted in conjunction with the U.S. Army Corps of Engineers.



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JOHN N SABOVCIK, JR
 1732 W OAK ST
 GRIFFITH, IN 46319

3/29/2023



ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11216

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

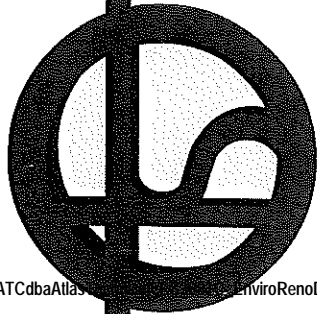
		ASBESTOS PROFESSIONAL LICENSE		ENDORSEMENTS INSPECTOR	TC EXPIRES 3/20/2024
ID NUMBER 100 - 11216	ISSUED 3/29/2023	EXPIRES 05/15/2024			
JOHN N SABOVCIK, JR 1732 W OAK ST GRIFFITH, IN 46319 Environmental Health					
<p>Alteration of this license shall result in legal action This license issued under authority 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

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Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

John Sabovcik Jr.

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: 3/20/2023

Exam Date: 3/20/2023

Expiration Date: 3/20/2024

Certificate Number: BIR2303200858

Kathy DeSalvo, Director

Certificate of Achievement

This is to certify that

John N. Sabovcik, Jr.
ATC Associates, Inc.

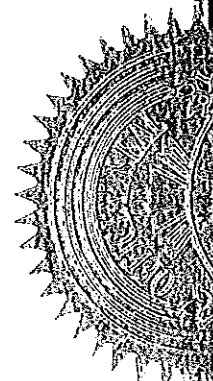
on the 11th day of March 2009, successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

including, but not limited to the topics of Radiation Safety, DOT Regulations, and the Proper Use of the Instrument.



Sia Afshari, Product Manager RMD
44 Hunt St., Watertown, Massachusetts



National Registry of Environmental Professionals

For
Environmental Certifications

This is to Certify that

John Sabocik

having successfully demonstrated to the Academic Board of this organization the required level of knowledge and ability, is here by awarded the distinction of

Registered Environmental Manager

together with all rights, benefits and privileges attached thereto and that the name and title of the aforementioned registrant is today placed upon the register of the organization.

Given under our hands on this 15th day of April, 2003.




Executive Director

11524

Registrant Number

This Certificate is the property of the National Registry of Environmental Professionals and must, upon demand, be returned.

CERTIFICATE OF ACHIEVEMENT

This certifies that

John Sabovcik

has successfully completed the following Atlas training course:

**2023 Hazardous Waste Operations & Emergency Response (HAZWOPER)
8-Hour "Site Worker" Refresher Training (29 CFR 1910.120(e)(8))**

Conducted by:



Atlas Technical Consultants LLC
73 William Franks Drive
West Springfield, MA 01089
413-504-1682
www.oneatlas.com

March 23, 2023

Date of Course

3IPCZBAFEO

Certificate Number

A handwritten signature in blue ink, appearing to read "Paul W. White".

Training Instructor, Atlas Technical Consultants

A handwritten signature in blue ink, appearing to read "Gregory J. Morsch".

Director of Training, NE Region, Atlas Technical Consultants

This certificate expires and must be renewed within 1 year of the date of course, above

ERIC A. WESTERGAARD, PE

PROFESSIONAL ENGINEER | DESIGN LEAD

EDUCATION

BS, Civil Engineering,
University of Illinois,
Champaign - Urbana, IL

CERTIFICATIONS/ TRAINING

Professional Engineer: Civil
(Arizona #28866, 1995)
Professional Engineer: Civil
(Illinois #062-050566, 1996)
Professional Engineer: Civil
(Wisconsin #31797-006,
1996)
Professional Engineer: Civil
(Ohio #E-65894, 2001)
Professional Engineer: Civil
(Minnesota #42641, 2003)
Asbestos Building Inspector
(IL, #100-02318, WI, #All-
1416)
Asbestos Management
Planner (IL, #100-02318)
Asbestos Project Designer
(IL, #100-02318)
Asbestos Project Manager
(IL, #100-02318)
Asbestos Air Sampling
Professional (IL, #100-
02318)
UAS remote pilot, certificate
4090411

EXPERIENCE & RESPONSIBILITIES

Eric performs due diligence Property Condition Assessments for real estate transactions, in addition to asbestos consulting and Phase I Environmental Site Assessments. For more than 30 years, he has provided environmental engineering, consulting and field services to government agencies and private industry in 39 states, the Caribbean, Canada and the United Kingdom. His projects have included building surveys to determine the presence, location and quantity of asbestos-containing materials (ACM); air monitoring and observation of contractor work practices during lead and asbestos abatement; lead-based paint surveys utilizing x-ray fluorescence (XRF); development of specifications and contract documents for ACM removal/demolition projects and microbial investigations. Eric has served as an internal mentor and trainer to help internal professionals, develop and deliver financial plans; project financial accounting, project management and scheduling.

PROJECT EXPERIENCE

Chicago Public Schools, Asbestos Abatement Consultant Services, Field Engineer & Project Manager - Various Locations in City of Chicago Assured asbestos abatements followed school, municipal, state and federal requirements. Performed air monitoring and observation of contractor work practices during abatement. Responsibilities included maintenance of a field log documenting contractor work practices, progress of work and compliance with specifications. Collected area air samples for on-site analysis by Phase Contrast Microscopy in accordance with the NIOSH 7400 Method. Also collected bulk samples to be submitted to the laboratory for analysis by Polarized Light Microscopy. Provided photographic documentation record of project site conditions, construction means and methods and various construction phases and activities. Compiled progress meeting minutes. Duties included re-spray fireproofing thickness testing and collection of samples for density determination following asbestos abatement and re-spray activities.

Chicago Public Schools, Asbestos Survey Services, Project Manager - Various Locations in City of Chicago Performed surveys of commercial/industrial buildings and schools in accordance with Asbestos Hazards Emergency Response Action (AHERA) protocol to determine the presence, location, and quantity of Asbestos Containing Material (ACM). Typically done to meet requirements during renovation or demolition. These reports typically include the following for identified ACM: descriptions of hazard assessments, recommended preventative measures and/or response actions, plan for re-inspection of

ACM, program for informing workers and building occupants and evaluation of resources needed to implement recommendations made.

Schools & Commercial Property, Asbestos Abatement Construction Management, Project Manager - Various Locations Provided consulting regulatory compliance services to building owners during abatement projects. Services included design development submittals, plan and specification preparation, addendum preparation, preparation of bidding documents, bid review/evaluation, contract administration and contractor submittal review. Clients have included school districts and commercial property owners and managers.

Commercial & Multifamily Properties, Lead-Based Paint Consulting, Project Manager & Field Engineer - Various Locations Performed surveys for the presence of lead-based paint for various clients prior to renovation or demolition to prevent harmful exposure to workers. Properties included commercial and multifamily property owners, HUD and Department of Defense agencies. These surveys included non-destructive analysis of coatings using an x-ray fluorescence spectrum analyzer (XRF) and collection of paint chip samples for analysis by Atomic Absorption Spectrometry (AAS) in a laboratory. Based upon the XRF and AAS findings and visual survey, a risk assessment was performed, recommendations for managing lead-based paint were offered and an opinion of cost for mitigation of lead-based paint problems was given. Managed lead related projects involving both testing and abatement of lead-based paint.



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

ERIC A WESTERGAARD
 7N025 SAUBER ROAD
 MAPLE PARK, IL 60151

3/6/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 02318

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 - 02318	ISSUED 3/6/2023	EXPIRES 05/15/2024	INSPECTOR PROJECT DESIGNER MANAGEMENT PLANNER PROJECT MANAGER AIR SAMPLING PROFESSIONAL		11/11/2023 12/9/2023 11/3/2023 12/8/2023	
ERIC A WESTERGAARD 7N025 SAUBER ROAD MAPLE PARK, IL 60151 Environmental Health			Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.			

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

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

EMAIL Address: dph.asbestos@illinois.gov

PROTECTING HEALTH, IMPROVING LIVES

Nationally Accredited by PHAB



Asbestos Management Planner Refresher

Occupational Training & Supply, Inc. certifies that

Eric Westergaard

has successfully completed the Asbestos Management Planner 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: 11/3/2022

Exam Date: 11/3/2022

Expiration Date: 11/3/2023

Certificate Number: MPR2211033522

Kathy DeSalvo, Director



OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Project Designer Refresher

Occupational Training & Supply, Inc. certifies that

Eric Westergaard

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: 12/9/2022

Exam Date: 12/9/2022

Expiration Date: 12/9/2023

Certificate Number: PDR2212093911

Kathy DeSalvo, Director



OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that
Eric Westergaard

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.

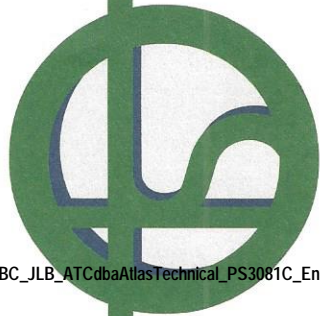
Course Date: 11/11/2022

Exam Date: 11/11/2022

Expiration Date: 11/11/2023

Certificate Number: BIR2211113657


Kathy DeSalvo, Director



Asbestos Abatement Supervisor Refresher

Occupational Training & Supply, Inc. certifies that

Eric Westergaard

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: 12/8/2022


Exam Date: 12/8/2022

Expiration Date: 12/8/2023

Certificate Number: ASR2212083907

Kathy DeSalvo, Director



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For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 948770



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ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME ATC Group Services LLC dba Atlas Technical

I. LEGAL ACTIONS

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

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

**ATTACHMENT B
DISCLOSURE AFFADAVIT**

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned David Paholak, as Vice President
Name Title

and on behalf of ATC Group Services dba Atlas Technical
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	ATC Group Services dba Atlas Technical		
Address:	1815 S. Meyers Rd., Suite 670		
City/State/Zip:	Oakbrook Terrace, IL 60181		
Telephone:	(630) 916-7272	Facsimile:	
FEIN:	46-0399408	SSN:	
Email:	ash.memon@oneatlas.com		
Nature of Transaction: Proposal Submittal			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input checked="" 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:		Delaware
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:	5750 Johnston, Suite 400, Lafayette, LA 70503	
Telephone:	(630) 916-7272	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
See Attached		
Name	Title	
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
ATC Group Holdings LLC	5750 Johnston, Suite 400, Lafayette, LA 70503	100 %
		%
		%
LLC's only, indicate Management Type and Name:		
<input checked="" type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: ATC Group Holdings LLC
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>		

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
NA		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<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)	
NA	
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
NA	

ATTACHMENT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEEES

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

NA - None

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.

NA - None

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):

ATC is a nationwide environmental consulting company providing services in a highly-regulated industry. Within the last five years, ATC pled no contest to first degree misdemeanor of attempting to conduct an evaluation to assess health hazards without certification in Ohio. There is no historical, pending or threatened action, proceeding or judgment affecting ATC which could materially and adversely impact the ability of ATC to fulfill its obligations under its agreement.

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 Contractor'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

David Paholak

Name of Authorized Officer (Print or Type)

Vice President

Title

630-916-7272

Telephone Number

State of Michigan
County of Oakland

Signed and sworn to before me on this 19th day of July, 2023 by
David Paholak (Name) as Vice President (Title) of
ATC Group Services dba Atlas Technical (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal Abigail Jardine



**ATC GROUP SERVICES LLC
 OFFICERS AND MANAGERS**

<i>Title</i>	<i>Name</i>	<i>Address</i>
Chief Executive Officer/President	L. Joe Boyer	13215 Bee Cave Pkwy Building B, Suite 230 Austin, Texas 78738
Chief Financial Officer/Treasurer	Walter Powell	13215 Bee Cave Pkwy Building B, Suite 230 Austin, Texas 78738
Chief Operating Officer	Ken Burns	13215 Bee Cave Pkwy Building B, Suite 230 Austin, Texas 78738
Secretary	Ashley L. Foti	5750 Johnston Street, Suite 400 Lafayette, LA 70503
Senior Vice President	Donald Beck	5301 E. River Rd., Suite 101 Fridley, MN 55412
Senior Vice President	David Paholak	46555 Humboldt Drive, Suite 100 Novi, MI 48377
Senior Vice President	Darren Moore	5750 Johnston Street, Suite 400 Lafayette, LA 70503
Senior Vice President	Kevin Hamilton	999 South Oyster Bay, Suite 114 Bethpage, NY 11714
Assistant Secretary	John Mollere	5750 Johnston Street, Suite 400 Lafayette, LA 70503
Assistant Secretary	Alexis Paniagua	9955 NW 116 Way Miami, FL 33178
Assistant Secretary	Scott Hanson	11117 Mockingbird Drive Omaha, NE 68137
Assistant Secretary	Chad Harrison	270 William Pitt Way Bldg. 3, 3 rd Floor Pittsburgh, PA 15237
Assistant Secretary	Bradford Twombly	13215 Bee Cave Pkwy Building B, Suite 230 Austin, TX 78738
Assistant Secretary	Jeannie Homsey	1117 Lone Palm Ave., Suite 201B Modesto, CA 95351



Assistant Secretary	L. Todd Anderson	8985 East Nichols Ave., Suite 350 Centennial, CO 80112
Assistant Treasurer	Vickie Moreland	13215 Bee Cave Pkwy Building B, Suite 230 Austin, TX 78738
Assistant Treasurer	Heidi Piotrowicz	150 Zachary Rd. Manchester, NH 03109
Assistant Treasurer	Stephanie R. Jenkins	5750 Johnston Street, Suite 400 Lafayette, LA 70503

<i>Title</i>	<i>Name</i>	<i>Address</i>
Manager	John Mollere	5750 Johnston Street, Suite 400 Lafayette, LA 70503

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):

NA - NONE

Description of goods or services to be provided under Contract:

NA - NONE

Name of Consultant:

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)
NA - NONE			

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 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

<input type="text"/>	% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
<input type="text"/>	% 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

Signature

Name (Print)

IF APPLICABLE:
BY:

Joint Venture Partner (Print)

Date

Phone

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: _____

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

_____ Title and duly authorized representative of

_____ Name of Professional Service Provider whose address is

in the City of _____, State of _____

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

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

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

SCHEDULE D

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

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

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

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____