PUBLIC BUILDING COMMISSION OF CHICAGO

AND

ARCADIS U.S., Inc.

FOR

ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081B)

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

FIRM NAME:	Arcadis U.S., Inc.
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Mayor Brandon Johnson
Chairman

Ray Giderof
Acting Executive Director

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EXECUTION PAGE
ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES – PS3081B

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 **Arcadis U.S., Inc.** with offices at 200 South Michigan Avenue, Suite 2000, Chicago, Illinois 60604 (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– PS3081B

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Brandon Johnson
Chairman

Date

ATTEST.

Mary Pat Witty

Mary Pat Witty
Secretary

Date 2/7/2024

CONSULTANT: Arcadis U.S., Inc.

President or Approved Signatory

Date 01/13/24

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of Dupage

and

State of: IL

Subscribed and sworn to before me by Tomas Foite

on behalf of Consultant this 13 day of Jan, 20 24

Shahed Ghaben

Notary Public

My Commission expires 11/17/2024

(SEAL OF NOTARY)

SHAHED GHABEN
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 17, 2024

Approved as to form and legality:

Anne L. Fredd

Neal & Leroy, LLC

Date. 2/7/2024

SCHEDULE A
TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.

2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.

   a. **Agreement** means this Professional Services Agreement for Specialty Consulting Services, including all schedules, exhibits, attachments or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders made in accordance with the terms hereof.

   b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.

   c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.

   d. **e-Builder System** or **e-Builder** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.

   e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.

   f. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.

   g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.

   h. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Qualifications response.

   i. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide the Scope of Services required by the Commission under Section IV of the Request for Qualifications response and the assigned Task Order.

   j. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant that furnishes labor, materials and/or equipment to the Consultant related to the performance of the Services and/or improvement of the Project.

   k. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.

3. Incorporation of Documents. The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

4. Engagement and Standards for Performing Services.

   a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.

   b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Task Order. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

   c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or

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

d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.

g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.

5. Representations and Warranties. Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.

6. Duties and Obligations of Consultant.

a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on

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

c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.

d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.

e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

g. **e-Builder System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the e-Builder procedures and submit progress reports and other Deliverables through the e-Builder System. The Consultant must attend courses and receive training on the e-Builder System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at e-Builder System courses are not compensable by the Commission.

h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.

j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or

knowledgeable of the Services.

7. **Term.**

   a. The term of this Agreement is three (3) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days notice to the Consultant and provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.

   b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

   c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

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

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

   a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

   b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

   c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.

   d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.

   e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.

   f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

   g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged

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

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

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

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

12. Default.

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

i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;

ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

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

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

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

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

14. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

15. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]

16. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.

17. **Miscellaneous.**

    a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

    b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.

    c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

    d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

    e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

    f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

    g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

    h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

    i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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SCHEDULE B
SCOPE OF SERVICES

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 specificed in each Task Order (Fee). The hourly rates attached herein represent the basis for each fee proposal from Consultant.

C.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables including travel to and from Commission's job sites/meetings, cell phone, computer usage, vehicles, mileage, taxi fares, parking, tolls insurance, and any other costs incurred.

C.1.3. Should the Commission require additional services above and beyond those described in Schedule B, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement, in writing.

C.1.4. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved by the Commission prior to being incurred. Reimbursable Expenses shall include actual expenditures for subcontractors, laboratory costs, and leased or rented equipment, as well as those expenditures as identified and approved by the Commission on a Task Order basis.

C.1.5. The Consultant's mark-up rates for the administration and oversight of subcontractors shall not exceed five percent of the subcontractor's invoice.

C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

C.2.1 All Consultant and Subconsultant personnel along with the billable hourly rate are subject to the prior approval of the Commission. The hourly rates shall not include compensation for overtime pay or holiday pay.

C.2.2. Rates contained herein shall be enforceable for the term (and any subsequent option years exercised) of the agreement. Consultant may request, in writing to the Contract Officer, a request for a rate revision not less than 60 days at the end of each Calendar year. The request must be accompanied by justification by the Consultant. Revision or modifications of hourly rates shall be made at the sole discretion of the Commission.

C.3 METHOD OF PAYMENT

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

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

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

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ARCADIS U.S., INC.
LOADED HOURLY RATES
ENVIRONMENTAL CONSULTING SERVICES RENOVATION AND DEMOLITION - PS3081B

Complete the followng 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 reminbursable costs for each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxi cab fares, parking, tolls, insurance, marketing and any other costs incurred as typical overhead.

Job Title		Unit	Hourly Rates
Assessment/Project Management Services			
A	Senior Project Manager	Per hour	$ 155.00
B	Project Manager	Per hour	$ 135.00
C	Field Services Supervisor	Per hour	$ 100.00
D	Clerical	Per hour	$ 65.00
E	Licensed Professional Engineer, PE	Per hour	$ 165.00
F	Environmental Scientist (40hr HAZWOPPER)	Per hour	$ 125.00
G	Environmental Technician	Per hour	$ 90.00
H	CADD Operator	Per hour	$ 85.00
I	Certified Industrial Hygienist	Per hour	$ 145.00
J	Licensed Asbestos Management Planner	Per hour	$ 100.00
K	Licensed Asbestos Project Manager	Per hour	$ 115.00
L	Licensed Asbestos Air Sampling Professional	Per hour	$ 90.00
M	Licensed Lead Inspector	Per hour	$ 90.00
N	Licensed Risk Assessor	Per hour	$ 90.00
O	Certified Hazardous Materials Manager	Per hour	$ 125.00
P	Clerical/Administrative	Per hour	$ 65.00
Q	**[Insert Other Title Here]**	Per hour	$ -
R	**[Insert Other Title Here]**	Per hour	$ -
S	**[Insert Other Title Here]**	Per hour	$ -
Environmental Design Services			
A	Environmental Engineer P.E.	Per hour	$ 160.00
B	CAD Specialist	Per hour	$ 85.00
C	Drafting Technician	Per hour	$ 70.00
D	Clerical/Administrative Staff	Per hour	$ 65.00
E	Project Manager	Per hour	$ 135.00
F	Sr. Project Designer	Per hour	$ 175.00
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

DATE(MM/DD/YYYY)
01/08/2024

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
Aon Risk Services South, Inc.
Franklin TN Office
501 Corporate Centre Drive
Suite 300
Franklin TN 37067 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Twin City Fire Insurance Company	29459
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	Hartford Casualty Insurance Co	29424
INSURER D:	Hartford Accident & Indemnity Company	22357
INSURER E:		
INSURER F:		

INSURED
Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch CO 80129 USA

COVERAGES **CERTIFICATE NUMBER:** 570103538055 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:	Y		20ECSOL5318 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		20 UEN OL5319	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			20XHUOL5322	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	20WNOL5323 AOS 20WPROL5321 MA, WI	10/01/2023 10/01/2023	10/01/2024 10/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

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

Contractual Liability for Insured Contracts is included, subject to the policy terms, conditions, and exclusions. RE: Project & Task Number: 30209326, Contract: PS3081B Environmental Renovation/Demolition Services. 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 are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER

APPROVED
JLB
1/26/2025

Public Building Commission
Procurement Department
Richard J. Daley Center, Room 200
Chicago IL 60602 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

Holder Identifier : FGHI

Certificate No : 570103538055

COI_Arcadis_EnvRenoDemoSvcs_PS3081B_JLB_20241001

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/08/2024

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
Aon Risk Services South, Inc.
Franklin TN Office
501 Corporate Centre Drive
Suite 300
Franklin TN 37067 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Indian Harbor Insurance Company	36940
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Arcadis U.S., Inc.
630 Plaza Drive
Suite 200
Highlands Ranch CO 80129 USA

COVERAGES **CERTIFICATE NUMBER:** 570103538080 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Contractors Pollution Liabil			US00101061EO23A Professional & Pollution SIR applies per policy terms & conditions	06/01/2023	06/01/2024	Each Claim Annual Aggregate	$5,000,000 $5,000,000

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

For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Project & Task Number: 30209326, Contract: PS3081B Environmental Renovation/Demolition Services.

CERTIFICATE HOLDER

Public Building Commission
Procurement Department
Richard J. Daley Center, Room 200
Chicago IL 60602 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

Holder Identifier : @

Certificate No : 570103538080

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services South, Inc.	Arcadis U.S., Inc.
POLICY NUMBER: See Certificate Number: 570103538080	
CARRIER: See Certificate Number: 570103538080 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
	X Claims-Made							
	X Pollution Liability							
	X and Contractors							
	X Professional Liability							

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This endorsement, effective 12:01 a.m., June 1, 2023 forms a part of Policy No. US00101061EO23A issued to Arcadis North America; Arcadis US Inc.; CallisonRTKL Inc. by Indian Harbor Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CANCELLATION – NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph A. Cancellation is amended by the addition of the following:

In the event that the Company cancels this Policy for any statutorily permitted reason other than non-payment of premium, the Company agrees to provide thirty (30) days' notice of cancellation of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation of this Policy, provided that:

1. The Company receives, at least fifteen (15) days prior to the date of cancellation, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice and;

2. The written request includes the name and address of each person or entity designated by the NAMED INSURED to receive such notice.

This endorsement does not apply to non-renewal of the Policy, cancellation at the INSURED'S request, or to cancellation of the Policy for non-payment of premium to the Company or to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

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B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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Policy Number: 20XHUOL5322

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 20 WN OL5323 **Endorsement Number:**
Effective Date: 10/01/2023 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: ARCADIS U.S., INC.

630 PLAZA DR STE 200
LITTLETON CO

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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SCHEDULE E
KEY PERSONNEL

(ATTACHED HERETO AND INCORPORATED HEREIN)

Key Personnel, Resumes and Applicable Licenses

The following matrix includes each staff member proposed to work on PBC projects (RFQ Tab 2.b.1), as well as their proposed positions (RFQ Tab 2.b.2). Resumes of key personnel are provided in Appendix B in alphabetical order by last name with copies of current licenses behind each resume.

Staff Member	Years of Experience (Total / With Current Firm)	*Scope of Work to be Performed*											*Proposed Position*											
		i. Asbestos inspections	ii. Lead inspections	iii. Hazardous waste inspections	iv. Asbestos abatement design drawing preparation	v. Lead abatement design drawing preparation	vi. Asbestos abatement specification preparation	vii. Lead abatement specification preparation	viii. Hazardous (and non-hazardous) waste removal activity oversight	ix. Asbestos abatement oversight	x. Lead abatement oversight	xi. QA/QC Technical Review	i. Certified Industrial Hygienist	ii. Hazardous Waste Project Manager	iii. IDPH Licensed Asbestos Designer	iv. IDPH Licensed Asbestos Inspector	v. IDPH Licensed Asbestos Air Sampling	vi. IDPH Licenses Asbestos Management Planner	vii. IDPH Licensed Lead Inspector/Risk Assessor	viii. Lead Paint Abatement Specification Author	ix. Lead Paint Abatement Drawing Preparer	x. Certified XRF Operator	xi. Quality Control/Assurance	xii. Demonstrable knowledge and experience of all applicable environmental rules and regulations pertaining to the described services of the local Illinois Chicago metropolitan area
Brendan Quealy, EI	32 / 4	●	●	●	●	●	●	●	●	●	●	●		●		●	●	●	●	●	●	●	●	●
Jeff Pluta, CIH	32 / 5											●	●											●	●
Marc Eglitis	17 / 9	●	●													●								●
Anthony Spalla	6 / 1	●								●						●	●								
Katherine Challberg	28 / 13											●												●	●
Benito Castillo	38 / 13	●								●						●	●								
Greg Hodges	29 / 12	●														●									
Rodney Cooper	39 / 8	●														●									
Kristen Malysz	25 / 5	●								●						●	●								
Jay Read	18 / 15			●					●																●
Christina Donley	16 / 7			●								●												●	●
Jackson Parker	17 / 17			●					●																●

Staff Member	Years of Experience (Total / With Current Firm)	Scope of Work to be Performed											Proposed Position											
		i. Asbestos inspections	ii. Lead inspections	iii. Hazardous waste inspections	iv. Asbestos abatement design drawing preparation	v. Lead abatement design drawing preparation	vi. Asbestos abatement specification preparation	vii. Lead abatement specification preparation	viii. Hazardous (and non-hazardous) waste removal activity oversight	ix. Asbestos abatement oversight	x. Lead abatement oversight	xi. QA/QC Technical Review	i. Certified Industrial Hygienist	ii. Hazardous Waste Project Manager	iii. IDPH Licensed Asbestos Designer	iv. IDPH Licensed Asbestos Inspector	v. IDPH Licensed Asbestos Air Sampling	vi. IDPH Licenses Asbestos Management Planner	vii. IDPH Licensed Lead Inspector/Risk Assessor	viii. Lead Paint Abatement Specification Author	ix. Lead Paint Abatement Drawing Preparer	x. Certified XRF Operator	xi. Quality Control/Assurance	xii. Demonstrable knowledge and experience of all applicable environmental rules and regulations pertaining to the described services of the local Illinois Chicago metropolitan area
A3E																								
Patrick Hook (A3E)	17 / 3	●	●	●							●					●			●					●
Sarah Clark (A3E)	20 / 5				●	●															●			
EAI																								
Pete Dennis (EAI)	31 / 16	●	●					●		●	●					●	●		●	●	●			●
Ian Jarrett (EAI)	23 / 23	●	●							●	●					●	●		●					●
EDI																								
Felix Moran, PE (EDI)	26 / 9				●		●					●			●								●	●
Jose Aguilera (EDI)	20 / 17		●	●					●		●								●			●		

Key Information

Education

- AS, Consumer Electronics Technician, Illinois Technical College, 1982

Licenses & Certifications

- Asbestos Professional – IL
- Asbestos Project Manager – IL
- Supervisor – IL
- Asbestos Contractor/Supervisor – IL
- Lead Inspector – IL
- 40-Hour OSHA HAZWOPER
- OSHA Site Supervisor
- OSHA 10-hr Construction Safety
- DOT/IATA HAZMAT Shipping
- DOT, NRC, & IATA Requirements for Shipping Radioactive Materials

Years of experience

39

Benito Castillo, IDPH

Asbestos Inspection and Oversight

Mr. Castillo has more than 39 years of experience as a multi-disciplined environmental professional, providing diverse environmental services including health and safety (H&S), asbestos/lead, moisture/mold, hazardous materials, and soil and water sampling and monitoring. He has participated on numerous asbestos surveys (National Emission Standards for Hazardous Air Pollutants, Parameter Occurrence Code, Limited, etc.) and abatement projects, including site coordination; identifying and collecting samples; documentation; refining of field data; supervising asbestos abatement contractors; H&S, state, federal, local rules and regulations; air sampling; onsite phase change materials analysis for reoccupation of the abated area and report preparation.

Project Experience

Air Monitoring

West Chicago Park District, Chicago, IL

Participated as a team member for six months in a radioactive thorium delineation project with duties including setting up perimeter air monitoring equipment, taking and recording surface level radiation levels, laying out grid patterns over the park area of interest followed by pounding conduit into the ground within the grid system and taking readings within the conduit every inch to 10 feet below ground surface. Collected subsurface samples in Level A protection utilizing split spoons and a Ponjar hammer system.

Asbestos Demolition Survey

Confidential Client, U.S.A

Tasks included asbestos demolition survey, refining of survey field data, followed by abatement phase time management of project and staff, budget monitoring, coordination of work activities, supervision of Arcadis Industrial Hygiene personnel to facilitate proper work practices, adherence to scope of work and all applicable rules and regulations along with overseeing collection and recording of required information and documentation.

Asbestos Abatement

Saks 5th Ave., U.S.A

Participated in asbestos abatement project by monitoring of spray-on fire proofing insulation abatement at an active store location, working off hours. Project was completed on time and within budget.

Pre-demo Asbestos and Lead Inspections
Various Closed Gas Stations, MO and IL

Performed pre-demolition, asbestos and lead inspections at closed gasoline stations.

Decommissioning
Johns Manville Facility, Waukegan, IL

Two years decommissioning the Johns Manville facility from pre-demolition into demolition, participating in asbestos/lead surveys above and below grade, asbestos abatement and lead mitigation monitoring and air sampling, demolition monitoring for proper waste segregation and disposal, documenting daily activities/observations and documentation procurement along with report preparations one notable building consisted of a boiler three stories high.

Asbestos Abatement and Demolition
Best Foods Central Product Classification facility, Summit, IL

Monitored asbestos abatement and demolition of three coal burning boilers four stories high for one year.

Asbestos Remediation Work
Formosa and Paradigm/Lucent Facility, Illiopolis, IL

Administered H&S plan for the asbestos remediation work and performed daily tailgates and observing for compliance and adherence to safety.

Superfund Contract
Confidential Client, Various Location

Three years participating on the field team, performing soil and water sampling along with disposal manifesting and observations also polychlorinated biphenyl concrete sampling and monitoring at times of the demolition and disposal of the concrete structure.

Superfund Contract
United States Environmental Protection Agency (USEPA) Region 5, U.S.A

Four years participating on the field investigation team under the USEPA Superfund contract on numerous sites visiting suspect sites of interest, reviewing documentation, inspecting buildings and grounds for environmental impairments and sampling in accordance with USEPA approved procedures (soil, water, hazardous waste, etc.) and ranking the site utilizing the USEPA hazard ranking system, as applicable.

Lead Mitigation Activities
GE Plastics Facility, Ottawa, IL

Monitored lead mitigation activities of two outdoor chemical storage tanks before during and after mitigation activities along with air monitoring.

Front of License

Back of License

IDPH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 04240	1/19/2023	05/15/2024

BENITO CASTILLO
401 SOUTH PARK RD
LOMBARD, IL 60148

Environmental Health

ENDORSEMENTS	TC EXPIRES
SUPERVISOR/WORKER	8/15/2023
INSPECTOR	8/17/2023
PROJECT MANAGER	8/15/2023
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.

Katherine Challberg

Quality Assurance / Quality Control (QA/QC)

Ms. Challberg is a Senior Environmental Engineer with more than 35 years of diversified project management experience in the planning and execution of environmental and industrial hygiene projects. Project work experience includes industrial hygiene, occupational health and safety, quality assurance engineering in the arena of transportation, identification of asbestos-containing materials and lead-based paint, underground and aboveground storage tank projects, Phase I and II Environmental Site Assessments (ESAs), subsurface investigation, soil and groundwater remediation, and investigation of potential hazardous waste sites for the FIT Program of Region V of the United States Environmental Protection Agency.

Key Information

Education

- BS, Agriculture, Purdue University-Main Campus, 1982

Licenses & Certifications

- Asbestos Inspector – IL
- 10-hour OSHA Construction Certification, ERM, 2007
- 38 Hour Army Corps of Engineers Wetland Delineation Training Program, Richard Chinn Environmental Training, 2010
- ANSI-RAB NAP ISO 9001:2000 Accredited Internal Auditor, 2002
- OSHA HAZWOPER (40 Hour and 8 Hour Updates)
- Residential & Mold Inspection
- Mold Remediation & Protocols, PMII, 2010
- NEPA Training, 2011

Years of experience

35

Project Experience

Program Management Support

Chicago Public Schools (CPS), Chicago, IL

Provides environmental program support to CPS, including Asbestos Emergency Response Act support, management of the Managing Environmental Consultants (MECs), Indoor Air Quality (IAQ) program assistance, Site Remediation Program (SRP) No Further Remediation certifications, design review and guidance, review of LPC-662 source site certification for use of uncontaminated fill, direction to MECs for waste coordination, review of Phase I, Phase II work for CPS capital construction projects, review of documents for sites enrolled in the SRP, COVID response support, programmatic guidance, and communication with the CPS Program Management Office. Reviews environmental project cost estimates and invoices for consistency and appropriate use of funds and errors.

Chemical Hygiene Support

USEPA Chicago Regional Laboratories

Provided safety inspections, fire and life safety inspections, fume hood inspection and certification, chemical spill incidence response, hazardous waste inspections, chemical inventory management, PPE inventory and maintenance, and conducted safety and health audits of various activities.

Blue Line Cermak Douglas Branch Rehabilitation Project

Chicago Transit Authority (CTA), Chicago, IL

The project involved the renovation of the CTA Blue Line Cermak Douglas Branch under the $1 billion Capital Improvement Program. As a Consultant Quality Assurance Engineer, assisted the quality manager, resident engineers, and contractor's quality representatives in interpreting QA/QC requirements. Reviewed contractor developed quality plans for compliance to contract documents, conducted compliance audits as part of the Quality Assurance surveillance program, documented quality problems and tracked nonconformance reports. Assisted resident engineers in evaluating proposed corrective action plans submitted by the contractors for problem resolution.

Environmental Indoor Air Quality

Confidential Financial Services Client, Midwest States

The client established an ongoing IAQ program focused on promoting a helpful and comfortable workplace, reducing lost workdays, improving productivity of bank associates. Uses standardized IAQ assessment protocols to address IAQ Basic Ordering Agreement stakeholder concerns through qualitative and quantitative means. Provides technical and program management oversight on all environmental-related projects including IAQ investigations, mold investigation and remediation and asbestos building inspections and abatement oversight. Interfaces with client corporate personnel and facility management partners for sites in Michigan, Ohio, Indiana, Illinois, Iowa, Missouri, Wisconsin, Minnesota, North Dakota, South Dakota, Nebraska, Kansas, Colorado, Montana, and Wyoming.

Indoor Air Quality

Confidential Client, Midwest States

Performed investigations for water intrusion/fungal growth, assessed the root cause and provided a scope of work to address the proper remediation of impacted materials. Solicited pre-qualified subcontractor bids to complete the remediation of building materials and provided project management services during the remediation project. Provided project-monitoring services to guarantee compliance with the project scope of work and objectives. Prepared written field reports, which included job progress, contractor interaction, sample information, problem resolution summary, evaluated the containment area for compliance, monitored the contractor's work procedures; and conducted a final visual inspection of the impacted areas upon completion of remedial activities and collected post remediation airborne mold spore samples.

1300 S. Clinton Street Project

Confidential Client, Chicago, IL

The site scope of work involved the demolition of an existing commercial building and construction of a 5-acre retail store site improvement project on lead-impacted soil. As Site Safety Officer, implemented health and Safety (H&S) procedures to guarantee construction worker safety during remediation and construction of a retail store site improvement project on lead-impacted soil. Provided daily subcontractor personal and equipment monitoring, site visitor monitoring, project log maintenance to include chronological sequence of events and photographic documentation. The project was completed on time and in budget to the satisfaction of the Client. The site was in regulatory compliance with the Illinois Environmental Protection Agency.

The 47th and Western Project

Confidential Client, Chicago, IL

The project consisted of decontamination and demolition of a chemical plant and four additional industrial buildings encompassing a total of 10 acres in preparation for a new client retail store. The site scope of work included asbestos abatement, removal and closure of several underground storage tanks (UST), environmental remediation of soils, removal and disposal of several thousand gallons of spent oil, and managing water from basements, trenches and pits. The project also involved reworking and proof rolling 48,000 cubic yards of soil for parking lots, compaction of a sub-base footprint for the retail store, installation of two 400-gallon underground storm water collection vaults, parking lot electrical conduits, underground utilities, installation of curbs, asphalt paving and landscaping.

Role as Site Superintendent included project controls development and project controls implementation, adherence to environmental, health and safety (EHS), QA/QC, subcontractor management, project change order initiation, OSHA 1910.120 monitoring and adherence, project log maintenance, site security management, and scheduling and coordinating meetings between utilities, subcontractors, surveyors, waste disposal companies and City of Chicago Department of Environment.

O'Hare, Midway and Meigs Airports UST Regulatory Compliance Project

Department of Aviation (DOA), Chicago, IL

The scope of work involved the removal, installation, upgrade or abandonment of 200 UST and aboveground storage tanks (AST) to meet the state and federal

Environmental Protection Agency mandated UST regulatory compliance 1998 deadline. As Environmental Construction Project Manager, supervised and directed contractors and consultants in planning, design, engineering and construction of the UST and AST projects. Administered and coordinated the design and construction of projects and activities as the liaison between DOA and architectural/ engineering firms, contractors, testing laboratories, airport tenants, contracts and supplies and other applicable organizations. Provided oversight of regulatory permitting; excavation of contaminated soil; closure sample collection; waste characterization of sludge in tanks, soil and groundwater; and transportation and legal disposal of soil and petroleum contaminated water. The project succeeded in meeting the state and federal mandated UST regulatory compliance 1998 deadline per the DOA objective and within budget. Other regulatory entities involved were the City of Chicago Department of Environment and the Office of the Illinois State Fire Marshal.

O'Hare Airport Deicing Facility Improvement Project

Department of Aviation, Chicago, IL

The scope of work involved the decommissioning of six 50,000-gallon USTs, fabrication and field erection of four 90,000-gallon ASTs with ring wall foundations and secondary containment. As Environmental Construction Project Manager, supervised and administered the design and construction for mechanical, electrical, structural and civil work. Worked with project engineers managing project scope, development of design specifications, bid process, and managing overall scheduling. Responsible for meeting with clients to obtain appropriate input into the design concept, identifying needs and requirements and communicating this information to project engineers to be incorporated into design specifications and construction plans. Performed QA/QC, materials management and inspection, shop drawing and as-built documentation review.

Health and Safety Support

Confidential Client, Melrose Park, IL

Provided environmental compliance and EHS support at the Illinois facilities. Assists the EHS Supervisor with various tasks including respirator fit training and testing per OSHA 29 CFR 1910.134, conducting powered pallet jack training and other assigned training as applicable; writing health and safety PowerPoint training presentations and standard operating procedures on various safety topics; and is dedicated to the prevention of injuries and illnesses through the betterment of EHS industrial hygiene practices at the plant. Assists and supports the Senior EHS Corporate Director in meeting corporate health and safety goals including environmental protection and conservation of natural resources, Occupational Health and Safety of the workforce, and compliance with environmental regulatory agency reporting.

Rodney Cooper

Asbestos Inspection

Mr. Cooper has more than 31 years of experience in environmental consulting and testing services. He has performed many industrial, commercial, and residential surveys for Asbestos, Lead-Based Paint, Mold, and Industrial Hygiene. He has also engaged in numerous asbestos and mold abatement projects which included oversight, clearance air sampling, and project closeout. Additionally, his experience includes projects involving Phase I, Phase II and Phase III Environmental Site Assessments and associated sub-surface drilling. Prior to consulting, Mr. Cooper was a department manager for an environmental laboratory for several years and therefore has extensive knowledge of Waste Water, National Pollutant Discharge Elimination System Storm Water, RCRA Hazardous Waste Characterization and Disposal. He has assisted industrial and manufacturing clients with Waste Reduction, Waste Water Permitting, Occupational Safety & Health Administration (OSHA) compliance air monitoring and worker exposure surveys including, sound level studies, air-borne particulates, solvents, and fumes.

Key Information

Education & Qualifications

- AS, Environmental Applied Science, Saint Louis Community College-Florissant Valley,1994

Licenses & Certifications

- Asbestos Inspector – AR, IA, IL, MO
- Lead Inspector – MO
- Asbestos Management Planner - MO
- Health and Safety Waste
- Operations – MO
- Aerial Work Platform Operator Certification
- Asbestos Inspector License Mold Remediation Specialist

Years of experience

31

Project Experience

Waste Material Recycling

Daimler Corporation, Fenton, MT

Worked directly with design engineers and environmental coordinators at auto manufacturing plant to reduce the amount of processed paint sludge designated for landfill disposal. Played instrumental role in material breakdown regarding thermal energy, volatiles content and elastomeric properties. The dried material was recycled into products such as hot mix road asphalt, pre-cast, and light weight concrete applications as well as a supplemental mixture with coal for use in a nearby Ameren Urban Energy power plant. The resulting fly ash from the power plant was also recycled back into plastic automotive parts as filler. This recycling process won DaimlerChrysler recognition for preventing more than 1000 tons of paint sludge from entering the local landfills and a recognized cost savings of more than $400,000 annually.

Phase I, II & III Sub-Surface Investigation
Americraft Carton, St. Louis, MO

Conducted sub-surface investigation of former packaging facility. The identified fuel oil tank was cleaned and closed in place using lightweight concrete slurry. Subsequent drilling and sampling throughout the facility led to the discovery of additional contaminates below the structure. Ultimately, the elastomeric properties. The dried material was recycled site was enrolled in the voluntary clean-up program through the Missouri Dept of Natural Resources. The property transaction was completed using engineering controls and a restrictive covenant.

Missouri/Illinois Sites
AT &T Technologies, Various Locations

Performed Indoor Air Quality (IAQ) assessments of various facilities that included administrative office buildings, retail stores, storage rooms, warehouses, and cell tower buildings. Activities involved IAQ, mold, off-gassing measurement of stored products, noise (dosimeter) monitoring in computer, backup generator, and compressor rooms.

Asbestos/Mold/Indoor Air Quality Assessments
Confidential Client, U.S.A

Performed numerous banking and administrative facility surveys on a national level. Former Central Region Assistant Representative supporting the client's national account with emphasis on survey proposals, budgets, project oversight and coordinating subcontractor efforts while meeting strict deliverable deadlines.

Confidential Pharmaceutical Plant
Confidential Client, Mexico City, MX

Performed industrial survey for asbestos, lead-based paint and regulated materials throughout entire pharmaceutical plant scheduled for decommission and demolition. Coordinated with local environmental consulting company to provide an escort and interpreter during onsite and offsite activities. Provided closeout report of asbestos, lead, and regulated materials findings applicable to US Environmental Protection Authority National Emission Standard for Hazardous Air Pollutants and OSHA regulations.

Industrial Survey of Decommissioned Chemical Plant
Confidential Client, Illiopolis, IL

Performed industrial survey of decommissioned chemical plant involved in vinyl chloride explosion. The survey was performed both inside and outside of the exclusion zone and included asbestos and quantifying asbestos containing debris scattered throughout the site, ambient air monitoring and asbestos abatement.

Industrial Hygiene Monitoring and Compliance
Confidential Client, Greenville, IL

Setup and collected worker exposure and area samples of paint spray booth and assembly operations. Sample collection of diisocyanates required the usage of impinge sampling with a temperature-controlled liquid media. Respirable particulate sampling required the use of pre-weighed filter cassettes attached to cyclone personal samplers.

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH

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ROD G COOPER
1268 ARBOR BLUFF CIR.
BALLWIN, MO 63021

1/18/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11225

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

IDPH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 11225	1/18/2023	05/15/2024

ROD G COOPER
1268 ARBOR BLUFF CIR.
BALLWIN, MO 63021
Environmental Health

Back of License

ENDORSEMENTS	TC EXPIRES
INSPECTOR	12/2/2023

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois Department of Public Health
This license is valid only when accompanied by a valid training course certificate.

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

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

Christina Donley

Hazardous Materials Inspection

Ms. Donley has 15 years of experience in EHS due diligence, regulatory compliance and site investigations. She has managed and executed buy- and sell-side due diligence projects for private equity, legal, financial and industry clients and has supervised U.S.-based and international project teams for portfolios of up to 75 properties. She works collaboratively with potential investors, purchasers and lessees, as well as their legal and financial advisors, to identify and quantify potential EHS risks associated with their transactions. Ms. Donley has performed Phase I Environmental Site Assessments (ESAs), EHS compliance reviews, corporate and legacy risk reviews and other EHS assessments for target companies in diverse industries, including manufacturing, chemical, waste, and mining. Ms. Donley also has experience in regulatory compliance auditing, planning, and reporting. Her experience includes executing multi-media compliance audits for various manufacturing facilities, as well as stormwater sampling, air emissions reporting, and plan preparation for various industries.

Key Information

Education & Qualifications

- BA, Environmental Sciences, Northwestern University, 2007

Licenses & Certifications

- 40-Hour HAZWOPER – Arcadis
- CPR/AED/First Aid/Oxygen – American Heart Association

Years of experience

15

Project Experience

EHS Due Diligence for Strategic Chemical Manufacturer Acquisition

Huntsman, Multiple Location, U.S.A

Project Coordinator, leading the team of local Arcadis resources and other subject matter experts. Served also as a Site Assessor and Environmental Professional. Arcadis performed buy-side environmental due diligence to support client's acquisition of Gabriel Performance Products (GPP). Arcadis' assessment involved a Phase I ESA and Limited Compliance Assessment at each of three manufacturing plants operated by GPP as well as a corporate-level review of product compliance and legacy liabilities. Arcadis evaluated the diverse operational history of the three manufacturing plants. Arcadis' Limited Compliance Assessment, was a diligence-level evaluation of substantial compliance with key permits, programs, and procedures, including compliance with regulations pertaining to Aboveground Storage Tanks, Underground Storage Tanks, Emergency Planning and Community Right-to-Know Act (EPCRA), Office of Pesticide Programs, Clean Air Act, Risk Management Plan, Resource Conservation and Recovery Act (RCRA), Clean Water Act, Hazard Communication Program and Process Safety Management.

From a company-wide perspective, the product compliance evaluation included an assessment of topics ranging from Safety Data Sheet generation and product labeling to international import/export.

EHS Due Diligence and Pre-merger Permit Transfer for Chemical Manufacturer

Confidential Chemical Client, Multiple Location, U.S.A

Project Manager for an EHS due diligence and pre-merger permit transfer project in which the client acquired one business unit from a global chemical manufacturer. The business unit operated at nine locations across the U.S.A, Europe and Asia, several of which were located within larger chemical plants operated and retained by the seller. The project began with EHS due diligence assessments of the main properties involved in the transaction to identify and prioritize findings that could impact the timing or feasibility of the transaction. Following the transaction signing and while awaiting regulatory approval, the project team collaborated with the client (buyer), the seller and each of company's outside counsel to coordinate the transfer of EHS-related registrations, permits and licenses. The project team's involvement enabled the transfers to proceed while protecting the seller's proprietary business information and allowed the client to continue operations as of the effective date of the transfer without incurring costly business interruptions.

EHS Due Diligence for Manufacturing Company

Confidential Private Equity Client, Multiple Location, Midwest U.S.A

Project Manager for a private equity client's acquisition of a Midwestern manufacturing company. The EHS due diligence included 13 Phase I ESAs and limited compliance reviews, supplementary due diligence regarding the company's legacy issues from numerous formerly operated facilities, and a review of potentially responsible party liability associated with off-site disposal facilities. In addition to managing the project and performing technical review of project deliverables, visited two of the facilities where historical operations might have contributed to a solvent-impacted groundwater plume.

Phase I ESAs, Vapor Intrusion Assessments and Compliance Projects

Confidential Client, Multiple Location, U.S.A

Performed various projects for a client with an extensive footprint of leased and owned properties and assets throughout the Midwest. Performed Phase I ESAs and vapor intrusion assessments at various existing and proposed facilities and National Environmental Policy Act compliance assessments at sites in anticipation of proposed construction activities. Also assisted in the preparation of spill prevention, control and countermeasures plans and annual air permitting compliance certifications at various additional facilities operated by the client.

ESA for Mines and Mine-owned Land

Confidential Client, Multiple Cities, MN

Served as one of several Environmental Professionals (EPs) during the execution of an ESA for a large swath of iron and taconite mines and nearby land in Minnesota. Fieldwork for this project included a reconnaissance of land within active mines; tailings piles; and residential, recreational and undeveloped areas. In addition to fieldwork, performed Quality Assurance and Quality Control on portions of the client deliverables produced during the project.

Transactional Assistance and Vapor Intrusion Assessments and Investigations

Confidential Client, VA

In anticipation of the client's proposed acquisition of a future subsidiary, managed a due diligence project consisting of evaluation of a recently performed sell-side Phase I ESA, limited EHS compliance reviews at two facilities, and a file review of a nearby RCRA corrective action facility that was the source of a known plume of chlorinated solvent-impacted groundwater migrating toward the subject facility. The project team identified an additional nearby facility with a history of reported chlorinated solvent releases that also likely contributed to the impacted groundwater in the area. The team performed deep and sub-slab soil vapor sampling and indoor air sampling to determine whether a vapor intrusion condition existed at the subject facility as a result of the off-site sources of impacted groundwater. Completed the sampling within an expedited turnaround time to meet the client's due diligence schedule, which enabled the client to allocate funds to remedy the vapor intrusion condition.

Phase I ESA on Former Michael Reese Hospital Campus

GRIT Chicago, LLC, Chicago, IL

Performed the Phase I ESA and served as the Environmental Professional. The project involved approximately 22 acres of a larger 55-acre campus formerly operated as the Michael Reese Hospital. The property's earliest history included a variety of commercial and residential uses, including drycleaners and gas stations. After the hospital's closure and demolition, the property was transferred to the City of Chicago. Arcadis performed a

Phase I ESA on behalf of a potential developer of the property to facilitate the property's redevelopment for future commercial and residential use.

Phase I ESAs and Limited Compliance Reviews for Machining and Fabrication Companies

Confidential Private Equity Client, Multiple Location, U.S.A

Project Manager for a due diligence project in support of a client's acquisition of two machining and fabrication specialty companies. The companies had a combined footprint of eight operating facilities, several of which had extensive histories of industrial operations and/or environmental incidents involving impacts to soil and groundwater. In addition to satisfying lender requirements with the Phase I ESA reports, worked with the client and the target companies' management to provide recommendations and remedies to address the identified issues, bringing the facilities into compliance with EHS regulations, and mitigating the risks assumed by the client in continued operation of the facilities.

Retail Portfolio of 75 Sell-side Phase I ESAs

Confidential Legal Client, Multiple Location, IL and IN

Managed the sell-side environmental due diligence for a confidential legal client whose ultimate client owned and operated 75 retail properties in Illinois and Indiana. The ultimate client sought to divest itself of its real property and engage in sale-leaseback arrangements for most of the locations. Many of the properties were located in industrial or commercial areas where dry-cleaning facilities and gas stations were common. Led a project team of more than 30 colleagues who prepared Phase I ESAs for each property. Also prepared a supplemental report to aid the client in its negotiations.

Safe Drinking Water Act Sampling for Aircraft

Confidential Clients (Two Major Airlines), Chicago, IL

Performed sampling of potable water and lavatory water on aircraft fleet for two major airlines at Chicago O'Hare International Airport and Chicago Midway International Airport. The program included weekly sampling during maintenance hours (evening and nighttime) for the commercial passenger aircraft as part of a national program in compliance with the Safe Drinking Water Act.

Chicago Park District Phase I ESA Program

Chicago Park District, Chicago, IL

The projects involved Phase I ESAs performed for the Chicago Park District at two properties. The first project involved a parcel of land adjacent to the Calumet River, owned by the Metropolitan Water Reclamation District of Greater Chicago (MWRD) and operated as the Torrence Avenue Sidestream Elevated Pool Aeration (SEPA) Station. The Phase I ESA identified that this property had formerly been used for landfilling, with on-site waste disposal and lagoons. The second project involved a vacant (formerly residential) parcel of land in the West Pullman neighborhood.

Phase I ESA for I-285 West Wall Redevelopment

Georgia Department of Transportation (GDOT), Fulton and Cobb Counties, GA

Involved in database review and report writing. Arcadis provided support to the GDOT to perform environmental due diligence consisting of a limited Phase I ESA for a 6.8-mile stretch of I-285 and a buffer ranging from 25 to 200 feet beyond the paved highway, which included hundreds of privately owned parcels of land, including gas stations, drycleaners, active and closed leaking underground storage tank facilities, solid waste landfills, and a petroleum terminal. Arcadis' Environment and Infrastructure business lines collaborated on this project, as the due diligence was part of a larger effort related to improvement and expansion of the highway.

Amped Kitchens - Phase I ESA

CED Food, LLC, Chicago, IL

Performed the Phase I ESA and updates, served as Environmental Professional, and assisted with technical advice to the client. Arcadis performed a Phase I ESA to support Amped Kitchen's acquisition of a former industrial building used by an electronics manufacturer, as well as two adjacent parking lot parcels. Arcadis' assessment identified areas of the property warranting further investigation, which Arcadis performed prior to the client's acquisition of the property. During the building's renovation, Arcadis provided strategic advice to the client (1) to facilitate that construction worker cautions were implemented for the protection of human health, (2) to comply with requirements of a No Further Remediation letter and associated deed restrictions, and (3) to investigate and resolve buried waste identified during the redevelopment. Arcadis provided subsequent updates to the Phase I ESA as requested by the client in order to facilitate financing of the project; resulting in the redevelopment of the building into a premium multi-tenant food production space, supporting revitalization of Chicago's Northwest Side.

Environmental Compliance Audit

StandardAero, Maryville, TN

Arcadis performed an on-site multi-media compliance audit for a maintenance and specialized service provider in the aerospace industry. Over three days, Arcadis completed a

comprehensive audit covering tanks, chemical storage, EPCRA, hazardous waste, air emissions, stormwater, and wastewater compliance topics.

Environmental, Health, and Safety Assessment for Data Center Portfolio

Confidential Financial Client, Multi-site, U.S.A

Arcadis was engaged by a confidential financial client who was pursuing a potential investment in a company that operates 10 data centers in the United States and one data center in Europe. The assessment was limited to a “desktop” scope of work. Arcadis’ scope of work involved an assessment of EHS programs, procedures, and liabilities based on interviews with the management team and review of existing information in an electronic data room. The assessment was focused on evaluating the completeness and implementation of the EHS framework, focused on safety and risk to employees, contractors, and other stakeholders associated with the business. In addition, Arcadis reviewed the company’s historical EHS performance, based on tracked metrics, incident reports, and training records. Furthermore, Arcadis reviewed existing environmental reports to determine whether liabilities associated with historical property use or impacted environmental media would present an ongoing liability.

Marc Eglitis, IDPH

Asbestos Inspection

Mr. Eglitis leads a team of project managers and field staff responsible for providing industrial hygiene services (IH) for 2,000 sites throughout the Midwest. Services include asbestos and indoor air quality (IAQ) assessments, site remediation (mold, asbestos, lead-based paint), water intrusion investigations and site-specific facility IH issues.

While he has extensive experience with industrial hygiene and safety related-services, including asbestos identification and abatement, indoor air and mold investigations/mitigation and universal waste and building decommissioning services, his technical expertise also spans across multiple practices, including risk assessments/risk-based closure, commercial/industrial property redevelopment and due diligence-related services (Phase I and Phase II ESAs).

Key Information

Education & Qualifications

- BS, Environmental Management, Elmhurst College, 2001

Licenses & Certifications

- Asbestos Hazard Emergency Response Act (AHERA) - Certified Building Inspector

Years of experience

17

Project Experience

Asbestos-Containing Materials (ACM) Inspection Services

Confidential Client, Multiple Locations, U.S.

Managed more than 300 ACM surveys across the Midwest area for a confidential Fortune 100 financial services institution. ACMs are identified, quantified, and their conditions are assessed. When warranted, abatement actions are recommended and implemented, or ACMs are recommended to be managed in place via the preparation and implementation of an operation and maintenance plan. These actions protect associates, customers, and workers alike; maintain regulatory compliance; and minimize liability. Also manages pre-renovation and pre-demolition inspections for the same client for compliance with current local, state, and federal asbestos regulations. Inspections are performed by licensed asbestos inspectors following ASTM Method E2356 - Standard Practice for Comprehensive Building Asbestos Surveys.

Asbestos Pre-Demolition Services and Abatement

Confidential Client, IL

Successfully managed the pre-demolition activities related to the destruction a 77,804 square-foot facility constructed in 1923. Phase of the project included bid specification preparation, pre-bid walkthroughs, subcontractor selection, asbestos abatement oversight, closeout report preparation and management of overall project.

Emergency Asbestos Abatement

RockTenn, Aurora, IL

Managed all aspects of an emergency abatement in response to a fire that occurred at the facility. Specifically, managed an emergency asbestos abatement of fire-damaged asbestos-containing transite siding and roof membrane. Also documented and oversaw clean-up and removal of ACMs and associated debris during repair activities and monitored the installation of new wall panels (non-ACM) over existing asbestos-containing transite siding. The quick response actions allowed for the client to continue business operations faster than expected resulting in minimal financial loss.

Salon C - Limited Asbestos Survey and Asbestos Abatement

Hilton Hotels Corporation, Chicago, IL

In anticipation of large-scale renovation project, provided for and oversaw the collection of 96 bulk samples for laboratory analysis for asbestos content. Based on the laboratory data, approximately 4,300 linear feet of asbestos-containing pipe insulation (and associated fittings) were identified throughout ceiling areas of Salon C. Based on the results of the survey, managed all aspects of asbestos abatement including on-site monitoring, final visual inspections and clearance testing. Based on schedule demands of the client, incorporated a fast-track approach to abatement which consisted of five back-to-back shifts. Based on the successful management of project, the client was able to move forward with renovation activities ahead of schedule.

Boilerstack Emergency Response

Hilton Hotels Corporation, Chicago, IL

Provided and managed emergency asbestos removal, oversight and monitoring services in response to partial collapse of interior boiler stack lining. The base of the boiler stack was partially blocked with fallen asbestos-containing debris and coordinated and oversaw the removal of debris from the base of stack to increase air flow as a temporary measure until the entire stack could be abated/repaired. The scope of work included strategy development, subcontractor management, abatement oversight, air sampling and reporting.

IAQ and Water Intrusion Assessments

Confidential Client, Multiple Site Locations

Successfully managed hundreds of IAQ and water intrusion assessments for a confidential Fortune 100 financial services institution. The assessments are typically performed in response to a variety of potential IAQ-related issues, including associate health complaints, nuisance odors, suspect mold growth, water intrusion, chemical usage and construction dust and debris. When appropriate, Arcadis may measure indoor air quality comfort parameters (i.e., carbon dioxide, temperature, and relative humidity) using direct-read instrumentation. Additionally, Arcadis routinely samples a variety of indoor air contaminants, including volatile organic compounds, formaldehyde and airborne dusts, as well as pesticides and combustion products. Arcadis uses National Institute for Occupational Safety and Health (NIOSH)/OSHA recommended approaches and employs state-of-the-art technology to identify and quantify chemical and biological agents in industrial and office environments, including mold, radon, and airborne contaminant sampling.

Turnkey Mold Remediation and Environmental Cleaning Services

Confidential Client, Multiple Site Locations

Managed mold remediation and environmental cleaning projects for a confidential Fortune 100 financial services institution. Turnkey services typically include remediation protocol preparation, bid solicitation, subcontractor selection and engagement, and project oversight to monitor the performance of the selected contractor. Arcadis routinely provides management, onsite monitoring and quality assurance sampling during remediation projects. Upon completion of remedial activities, Arcadis conducts final visual inspections and/or collects post remediation validation samples to document that remediation efforts were thorough and effective. Efforts are performed following industry standard remediation procedures set forth by the U.S. Environmental Protection Agency Mold Remediation in Schools and Commercial Buildings; the American Industrial Hygiene Association guidance documents Assessment, Remediation, and Post-Remediation Verification of Mold in Buildings and Recognition, Evaluation, and Control of Indoor Mold; and the Institute of Inspection, Cleaning and Restoration Standard IICRC S520 Standard and Reference Guide for Professional Mold Remediation.

Turnkey Mold Remediation and Restoration Services

Fresenius Medical Care - North America, Fitchburg, WI

Past success and strong relationships kept Arcadis front of mind when Fresenius discovered site conditions that could compromise the health of its patients. Fresenius retained Arcadis to conduct a water intrusion and fungal growth assessment at a medical facility in Wisconsin that serves

immunocompromised individuals. This was critical because the client's Infection Control Protocols recognize that mold growth may produce and exacerbate health conditions in these patients. Arcadis' team, identified mold-impacted building materials located in the patient dialysis treatment area and an adjoining tenant space, and based on the findings, Fresenius engaged Arcadis to provide turnkey microbial remediation and site restoration services. Met with Fresenius senior leadership to devise a remediation plan that would minimize business and patient care interruption in light of the extensive building impacts. As an established trusted partner, worked with the contractor and the client to prepare a phased approach that scheduled work during evening hours and weekends to accomplish demolition and renovation work around patient-care operations.

Mold Remediation

Confidential Client, Chicago, IL

In response to the closure of a financial center related to associate health complaints of headaches, nausea and scratchy throats, provided for and oversaw an IAQ Assessment the results of which identified fungal growth in numerous locations throughout the Site. Managed all response actions which included continuous air filtration using commercial-grade high efficiency particulate air (HEPA)-filtered air scrubbers; removal of approximately 170 square feet of mold-impacted building materials and disinfection of sanitization of wall cavities and remaining building material substrates. Remedial activities were completed successfully without incident and post-remediation validation testing results were favorable allowing for successful re-occupancy of facility.

Environmental Cleaning/Remediation

Confidential Client, Southfield, MI

In response to a high severity incident where multiple associates experienced skin rashes, managed all aspects of Arcadis' response actions which included IAQ assessments, field testing services, relative air pressure evaluations, heating, ventilation, and air conditioning (HVAC) assessments, moisture testing, airborne mold spore sampling, microbial tape lift sampling, indoor allergen dust sampling, drinking water testing and a comprehensive environmental cleaning of facility. These measures were implemented to eliminate potential sources of IAQ issues identified within financial center. Based on data collected and corrective actions implemented, the facility was re-opened and financial loss was kept to a minimum.

Mold Remediation Monitoring

Confidential Client, Chicago, IL

Managed and oversaw all aspects of large-scale mold remediation and environmental cleaning project that was performed to address widespread water-damaged building materials and associated mold growth that resulted from numerous contractor related water intrusion incidents. Ongoing management responsibilities included numerous site visits; subcontractor walkthroughs; client meetings, correspondence with legal counsel, continued correspondence with project team; revised scope preparation; bid solicitation and project monitoring. Over 4,000 square feet of floor space was successfully, cleaned, disinfected and eventually restored.

Mold and Pest-Related Remediation

Confidential Client, Lansing, MI

Managed all aspects of remediation related to widespread mold and pest related impacts that were identified at site. Specifically, mold remediation and asbestos abatement involved removal of approximately 150 square feet of mold-impacted gypsum wallboard and asbestos-containing joint compound. Mold-impacted and water-damaged ceiling tiles, cardboard boxes, wallpaper and miscellaneous debris were also removed and disposed of off-site. Approximately 4,300 square feet of rodent-impacted fiberglass batt insulation located throughout attic space was also removed. Accessible surfaces throughout attic were HEPA-vacuumed and visibly-impacted surfaces were cleaned and disinfected. Further, HVAC ductwork and related equipment was cleaned by National Air Duct Cleaners Association (NADCA)-certified contractor. Following, duct cleaning, air supply diffusers and return air grilles located throughout facility were cleaned and disinfected. All work was performed during non-business hours to minimize disturbance to financial center operations.

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2023

OCCUPATIONAL TRAINING & SUPPLY, INC.

Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

Marc Eglitis

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: 6/16/2023

Exam Date: 6/16/2023

Expiration Date: 6/16/0024

Certificate Number: BIR2306161840

Kathy DeSalvo

Kathy DeSalvo, Director

Greg Hodges

Asbestos Inspection

As a Senior Industrial Hygiene Technician, Mr. Hodges's experience includes air monitoring and materials evaluation for asbestos, mold surveys, lead-based paint surveys and evaluation, radon evaluations, conducting training in various subjects, providing health and safety and construction/demolition oversight, providing regulatory compliance support to industrial clients, environmental sampling of groundwater and soils, operating direct-push drilling and sampling equipment, operating heavy equipment, and assisting in the operation and maintenance of remediation systems. His primary project experience has been with governmental, educational, industrial, and institutional clients.

Mr. Hodges' experience ranges from asbestos, lead-based paint, mold, and radon assessments for single-site facility projects up to over 500 multi- facility/site projects. He is experienced in Asbestos Hazard Emergency Response Act asbestos surveys, management plans, on-site air monitoring, and Phase Contrast Microscopy analysis for asbestos content. He has conducted indoor air quality investigations as well as mold-related services including providing photographic documentation and development of project reports.

Mr. Hodges has 29 years of experience addressing building survey, sampling, and assessment of commercial, institutional and industrial facilities for environmentally sensitive features, including suspect asbestos-containing materials and industrial hygiene. His duties have included acting as Owner's representative for project administration and consultation involving building surveys and sampling, contractor work practice observation documentation, air monitoring, preparation of reports, and/or specifications, and plans for removal of environmentally- sensitive materials. He has conducted multiple personal exposure assessment of staff in industrial production facilities and commercial and institutional operations. These have included biological, chemical and dusts exposures; and, process and engineering control evaluations. He has also provided training in hazardous materials handling and exposure prevention, International Standards Organization 14001,

Key Information

Education & Qualifications

- AS, Industrial Hygiene, Roane State Community College, 1995
- AS, Waste Management, Roane State Community College, 1995
- AS, Social Science-Edu cation, Concentrati Roane State Community College, 1995

Licenses & Certifications

- Asbestos Inspector – AL, DE, IL, KY, NY, TN, VA
- Asbestos Contractor/Supervisor – NY, TN, VA
- Asbestos Project Monitor – TN, VA
- Lead Inspector/Risk Assessor – TN
- E-Rail Certification - E-Rail US
- AHERA Inspector – US
- Asbestos Fiber Counting - US
- X-Ray Fluorescence Analyzer - US

Years of experience

29

Occupational Safety & Health Administration (OSHA) S18001, Storm Water Pollution Prevention Plan, Spill Prevention, Control and Countermeasures, Radiation Safety, Lockout/Tagout, Asbestos and Lead Awareness, and other environmental, health, and safety related topics. He has prepared technical specifications and bidding documents for the decontamination and demolition of former industrial facilities, commercial and residential units; conducted construction management, quality assurance and operation of new groundwater remediation facilities and installations; and, managed projects ranging from a few thousand to multi-million dollars in size.

Mr. Hodges's experience includes project coordination of multi-site, multi-state facility studies, specification writing and contract document preparation, cost estimating, and contract administration.

Mr. Hodges has managed asbestos-related services for more than 100 campus school system for three years, which included preparation of specifications and bidding documents for multi- year asbestos remediation projects, management of contracts for completion of the work and interfacing with the school's stakeholders.

Mr. Hodges is a member of the Incident Response and Recovery team at Arcadis and has served on the Emergency Response teams of previous employers. He has responded to incidents including natural disasters, terrorist attacks, facility explosions/fires, train derailments, and significant releases of chemicals to waterways and soils. In this role his responsibilities included but weren't limited to public, client, and governmental regulator relations, health and safety oversight, construction oversight, contractor oversight, heavy equipment operation, field laboratory operation, and environmental sampling.

Project Experience

Asbestos Oversight, Blue Grass Army Depot

US Army Support Center Huntsville, KY

Served as the Hazardous Building Material Assessor/Asbestos Inspector conducted pre-demolition assessment for seven buildings scheduled for decontamination, dismantling, and demolition.

Hazardous Materials Assessment and Site Investigation

Confidential Client, Cordova, IL

Served as the Project Site Manager for materials assessment and site investigation of an operating chemical manufacturing facility comprised of 92 single and multistory building. The assessment included all tank farms, silos, tanker loading areas, secondary containments areas, waste processing areas, and other ancillary buildings and structures. Completed efforts for identification and delineation of hazardous materials in the facility, helped prepare Operations & Manual (O&M) documents and software for all operating buildings and D&D documents to guide the abatement and remediation activities prior to select facilities demolition. Asbestos containing materials were identified and characterized.

Day Shift Operations Health and Safety Officer: Incident Response and Recovery at Willard, Ohio Trai

Confidential Client, Willard, OH

Integrated into the combined effort to respond to the train derailment and subsequent release of polystyrene to the environment and surrounding community. Services included coordination between the US Environmental Protection Authority, and various contractors and consultants responsible for aspects of the response and recovery. Selection of appropriate personal protective equipment, fit testing of respirators, oversight of land-based and water-borne response activities and documentation of health and safety practices for the site and all responders.

Hazardous Materials Assessment Site Investigation and Demolition Project

Confidential Client, Illiopolis, IL

Project Site Manager for materials assessment, site investigation, and demolition oversight of former Polyvinyl chloride chemical plant comprised of 35 buildings. Completed efforts for identification and delineation of hazardous materials in the facility, helped prepare D&D documents to guide the abatement and remediation activities prior to facility demolition. Oversaw characterization and removal of asbestos containing materials, lead-based paint, Polychlorinated Biphenyl (PCBs), Chlorofluorocarbon (CFCs), hazardous materials, universal wastes, solid and liquid wastes prior to demolition.

Night Operations Health and Safety Officer: Incident Response and Recovery at Paulsboro Train Derail

Conrail, Paulsboro, NJ

Integrated into the combined effort to respond to the train derailment of seven cars of an 84-car train which derailed and came to rest in Mantua Creek in Paulsboro, NJ and released vinyl chloride into the surrounding community. Services included coordination between the US Coast Guard, Conrail and various contractors and consultants responsible for aspects of the response and recovery. Selection of appropriate personal protective equipment, fit testing of respirators, oversight of land-based and water-borne response activities and documentation of health and safety practices for the site and all responders.

Asbestos Inspection, Abatement Design, Air Monitoring, & O&M Program

Confidential Fortune 100 Client, Various Locations,

Served as the Project Site Manager/Third Party Oversight/Materials Inspector for a multi-task and multi-location project to provide safety and hygiene and industrial hygiene services throughout the organization. Field work includes interior/exterior/path of construction asbestos surveys and assessments, lead-based paint testing, indoor air quality testing, asbestos abatement design and oversight, lead-based paint abatement, mold remediation design and oversight, and asbestos operations and management program administration.

Hazardous Materials Assessment and Site Investigation

Confidential Client, Danville, KY

Served as the Project Site Manager responsible for materials assessment and site investigation of 16-building lightbulb manufacturing facility. Completed efforts for identification and delineation of hazardous materials in the facility, helped prepare D&D documents to guide the abatement and remediation activities prior to facility demolition. Asbestos containing materials, lead- based paint, PCBs, CFCs, hazardous materials, universal wastes, solid and liquid wastes were identified and characterized.

Asbestos Containing Materials Assessment, Operations & Maintenance Plan Development, and Annual Inspection

Goodyear Tire & Rubber Company, Union City, TN

Served as the Project Site Manager/Field Team Leader for the Union City Plant, a 62-acre facility under one roof with 14 ancillary buildings. Materials inspection and assessment including sampling, quantification, and delineation of materials was conducted facility wide. Yearly updates of material condition were performed along with creation and maintenance of the site-wide asbestos management plan.

Catano Refinery Post Incident Recovery Project

Caribbean Petroleum Corporation, Bayamon, PR

Served as the Project Site Manager for completion of building material characterization, quantification, and demarcation in preparation for abatement, decommissioning, and demolition of the facility after the fire and resulting explosion of several of the facilities structures. All buildings, tanks, piping systems, waste facilities, and harbor terminal were assessed for asbestos, lead-based paint, and universal/hazardous wastes.

Herbert C. Hoover Building Renovation and Missile Defense Upgrade Project

US Department of Commerce, WA

Served as the Project Site Manager responsible for facility assessments for the presence of asbestiform- containing materials in interior building materials and lead-based paint assessment of facility windows and structural steel. Provided coordination of abatement and remediation efforts throughout the project. Sampling of interior and exterior air samples for asbestos and lead levels and wipe sampling of components and areas for lead-based paint clearance. Provided leadership and coordination of field activities, scheduling, equipment calibration, and shipment of samples to analytical laboratory.

Hazardous Materials Assessment and Site Investigation

Confidential Fortune 100 Client, Green Island, NY

Served as the Project Site Manager responsible for materials assessment and site investigation of former friction products, 14-building manufacturing facility. Completed efforts for identification and delineation of hazardous materials in the facility, helped prepare D&D documents to guide the abatement and remediation activities prior to facility demolition. Asbestos containing materials, lead-based paint, PCBs, CFCs, hazardous materials, universal wastes, solid and liquid wastes were identified and characterized.

Third Party Oversight/Kingston Steam Plant Fly Ash Disposal Stack Failure/Release Emergency Resp

Tennessee Valley Authority (TVA), Kingston, TN

Served as Night Shift Health and Safety Officer, Night Shift Field Team Coordinator, and Laboratory and Sampling Technician. Performed analysis of samples from the project site and data analysis of lab work performed by others; performed Quality Control/Quality Assurance (QA/QC) of lab calculations and QA/QC and Health and Safety oversight for TVA activities including channel dredging, flash holding cell construction, and wick drain installation. Scope: When an accidental release occurred at Tennessee Valley Authority's Kingston Steam Plant in December 2008, in the form of a massive spill of 5.4 million cubic yards of sludge onto approximately 300 acres, resulting from failure of a 40 acres ash retention pond. Personnel were onsite 24 hours a day during the three-month period immediately following the failure participating in the recovery and cleanup, scope included recommendations for the recovery effort, monitoring removal of displaced ash and debris, Geotechnical exploration, laboratory testing, engineering support for TVA construction forces, and support for long-term repairs.

Health and Safety Technician

ACTUS Lend Lease LLC, Colorado Springs, CO

Responsible for health and safety oversight of all site personnel/operations, training of site personnel, soil sampling, shipment of samples to testing laboratory, X-ray fluorescence lead-in-soil testing, and remediation oversight; made sure compliance with all military, client, and contractor health and safety requirements at the project site. Work has included supporting Tri-Group Family Housing privatization initiative to construct, renovate, and manage several hundred military service family homes over next several decades including Phase I and II environmental site assessments, site remediation, and evaluation of permitting requirements for reuse of wastewater, development of a capital budget for a wastewater treatment plant, and other services at Peterson Air Force Base.

Asbestos Survey Program

US Air Force Civil Engineer Center/U.S. Defense Logistics Agency Defense Distribution Centers (DDCs), DDC Locations Throughout US

Served as the Project Site Manager/Field Team Lead responsible for assessing the presence of asbestiform-containing materials in building materials, facility equipment, and exterior materials; provided leadership and coordination of field activities, scheduling, equipment calibration, and shipment of samples to testing laboratory. Development and implementation of asbestos assessment program to assist DDC facilities to comply with regulations and guidelines established by military agencies, United States Environmental Protection Agency, OSHA, and state and local regulations as appropriate. Survey effort covered approximately 27.5 million square feet at six installations in the eastern US and California.

IDPH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 18757	2/24/2023	05/15/2024

GREG B HODGES
5319 AZINGER LANE
CORRYTON, TN 37721

Environmental Health

ENDORSEMENTS	TC EXPIRES
INSPECTOR	2/2/2024

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.

Kristen Malysz, IDPH

Asbestos Inspection and Oversight

Ms. Malysz has over 30 years of expertise in air quality assessments, worker protection, industrial hygiene and safety. Her experience includes toxicology and environmental chemical review and approvals; industrial hygiene investigations, sampling and problem solving; client liaison with Michigan Occupational Safety and Health Administration; Material Safety Data Sheet / Safety Data Sheet (MSDS/SDS) database management; technical report writing, and review and critique technical reports in various disciplines.

Ms. Malysz has expertise in regulated building material assessment and remediation technical specifications in accordance with the Asbestos Hazard Emergency Response Act (AHERA). Her experience includes performing initial asbestos-containing materials inspections, preparing management plans, developing operations and maintenance programs, reviewing and developing health and safety plans, including respiratory protection, fall protection, aerial lift, working from elevated heights, lockout/tag out, confined space, health & safety training, hazard communication and quality control work on fiber counting data.

Key Information

Education & Qualifications

- Lawrence Technological University, 1994

Licenses & Certifications

- IDPH #100- 19260 (Asbestos Inspector)
- 30-Hour Occupational Safety and Health Administration (OSHA) Construction Safety and Health
- 40-Hour Hazwoper, 29 CFR 1910.120
- Asbestos Project Designer, 40 CFR Part 763 (AHERA)
- Asbestos Building Inspector, 40 CFR Part 763 (AHERA)
- Asbestos Management Planner, 40 CFR Part 763 (AHERA))
- Asbestos Contractor/ Supervisor, Practices and Procedures for Asbestos Control, 40 CFR Part 763 (AHERA)
- NIOSH 582 Equivalent for Airborne Fiber Analysis
- NIOSH 582 Sampling and Evaluating for Airborne Asbestos Dust
- Confined Space, 29 CFR Part 1910.146 of OSHA
- Lead Inspector, 40 CFR 745.225

Years of experience

XX

Project Experience

Industrial Hygiene and Environmental Support

TTL Associates

Consulted and managed projects for asbestos, microbial, industrial hygiene assessments and sampling, and toxicology services. Performed various survey work, report writing and review for asbestos, lead, microbial, industrial hygiene and toxicology. Taught National Institute for Occupational Safety and Health (NIOSH) 582 Equivalency Course and conducted concrete compression strength testing.

Corporate Toxicology, Industrial Hygiene and Environmental Support

Visteon Corporation and Automotive Components Holdings, LLC (FORD subsidiary

Conducted industrial hygiene assessments, analysis and sampling. Obtained, reviewed and managed MSDS/SDS and developed scope of work for industrial hygiene projects.

Project Manager/Industrial Hygienist

Performance Environmental Services, Inc., Wixom, MI

Consulted and conducted project management for asbestos services. Taught United

States Environmental Protection Agency (USEPA) Asbestos Contractor/Supervisor, Management Planner, Project Designer and Inspector Refresher Classes. Conducted hazardous materials surveys. Maintained the quality control/quality assurance program (QA/QC) for the asbestos fiber counting laboratory. Taught the NIOSH 582 equivalency and trained field staff. Developed scope of work for industrial hygiene projects and generated proposals. Conducted various indoor air quality (IAQ), industrial hygiene and microbial assessments, investigations and sampling.

Quality Control/Assurance Director and Environmental Consultant, NOVA

Environmental, Inc., Ann Arbor, MI

Developed numerous AHERA management plans and operations and maintenance programs, consulted and conducted project management for various asbestos services. Maintained and further developed the QA/QC program. Taught the 2-hour asbestos awareness, 8-hour generic category asbestos, 16-hour operations and maintenance, lock- out/tag-out and confined space classes according to EPA and OSHA guidelines. Trained persons for NIOSH 582 Equivalency. Conducted contractor / supervisor, management planner and inspector initial and refresher training courses and project designer refresher training courses. Designed project specifications for asbestos abatement projects. Wrote and reviewed technical reports, conducted various IAQ and industrial hygiene assessments and investigations for numerous contaminates and trained both field and office support staff.

Quality Control/Assurance Director, Laboratory Manager, Environmental Consultant

Testing Engineers and Consultants, Inc., Troy, MI.

Consulted and managed projects for asbestos, mold, industrial hygiene and toxicology services and directed post-abatement visual inspections and clearance sampling. Maintained and further developed the QA/QC program for asbestos fiber counting laboratory. Performed post-abatement visual inspections and clearance sampling utilizing Phase Contrast Microscopy (PCM) to evaluate airborne fiber concentrations. Taught 2-hour asbestos awareness, 8-hour generic category asbestos training, and 16- hour Operations and maintenance training classes in accordance with EPA and OSHA guidelines. Taught the NIOSH 582 equivalency Course. Developed operations and maintenance programs and respiratory protection programs. Designed project specifications for asbestos abatement projects.

Environmental Consultant

Enviro-Staff

Consulted and managed projects for asbestos and conducted post- abatement visual inspections and clearance sampling for commercial and K-12 public school systems.

Additional Professional Certifications

- Lock-Out/Tag-Out, 29 CFR Part 1910.147 of OSHA
- Lead Inspector and Risk Assessor
- Lead Training Seminar, 29 CFR Part 1926.62
- Federal EPA States Lead Inspector (LBP-I-I172068-1)

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH
525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

KRISTEN L MALYSZ
2366 OLTESVIG LANE
HIGHLAND, MI 48377

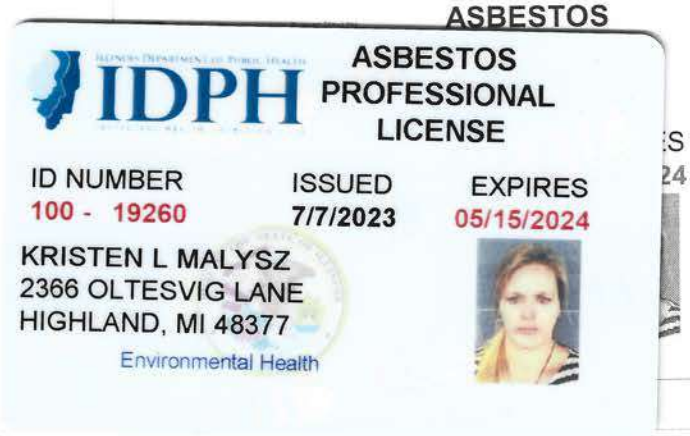
7/7/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19260

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

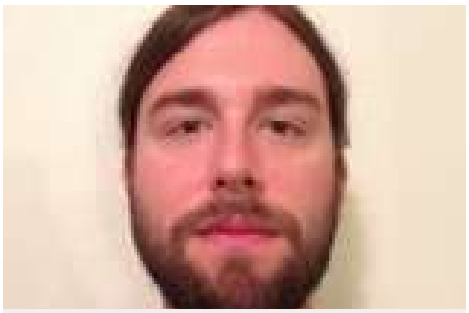
Front of License



Back of License

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



Jackson Parker

Hazardous Materials Oversight

Mr. Parker's experience at Arcadis includes environmental compliance and reporting, subsurface investigations management, remediation project management and waste profiling. His field experience includes environmental compliance inspections and facility plan updates; construction oversight for well installation, soil excavation, and underground storage tank excavation activities; building deconstruction oversight and waste stream tracking; emergency response for train derailments; waste characterization sampling and disposal oversight; operation and maintenance of a soil vapor extraction system; soil logging and sampling; and groundwater sampling using a variety of methods.

Key Information

Education & Qualifications

- BS, Civil Engineering (Environmental Engineering emphasis), Purdue University-Main Campus, 2006

Licenses & Certifications

- Hazardous Waste Operations and Emergency Response Certification - Occupational Safety and Health Administration
- E-Rail Certification - E-Rail US

Years of experience

17

Project Experience

Environmental Compliance Inspections

Multiple Clients, U.S.A

Completed Spill Prevention Control and Countermeasure (SPCC) and Stormwater Pollution Prevention Plans (SWP3) inspections at a wide range of facilities for multiple clients in the Chicagoland area and state of Illinois. Activities included monthly facility SPCC inspections; quarterly SWP3 inspections; comprehensive inspections for SPCC/SWP3 plan updates; collection of storm water samples for visual examination; inspection of on-site vendor shops and work areas; oversight for underground storage tank repair; and oversight for facility improvement activities in preparation for annual facility reviews.

Waste Management Activities

CSX Intermodal Terminals, Inc. / CSX Transportation, Inc., Various Location, IL and IN

Completed waste management activities for multiple client projects in the Chicagoland area based on the client-specific waste program. Waste management activities included: waste characterization sampling; waste profiling; subcontractor coordination for transportation and disposal; manifest development; and waste disposal oversight.

Deconstruction Oversight
Confidential Client, IL and IN

Conducted general project deconstruction oversight; participated in daily health & safety meetings; completed lead abatement inspections; sampling of soils and liquids for waste characterization; waste manifest signing and tracking; construction/excavation oversight; and recording/reporting of project progress.

Emergency Derailment Response
CSX Transportation, Inc., Various Location, IL and IN

Conducted surface soil and water sampling; waste characterization sampling; waste disposal oversight; construction/excavation oversight; Global Positioning System mapping; and database management as part of quickly mobilized emergency response teams at several multi-car freight train derailments.

Remediation Task Management
CSX Transportation, Inc., Various Location, IL

Task Manager for remediation projects located at Client's projects in Riverdale, Ottawa, and Decatur, Illinois. Activities included preparation of monthly, semi-annual, and annual reports; assistance with a Technical Impracticability Report for the facility; regulatory agency correspondence; subcontractor coordination; groundwater/soil sampling; and oversight for vacuum truck fluid removal and aerification events.

Proviso Fueling Facility
Union Pacific Railroad, Melrose Park, IL

Assisted with laser induced fluorescence and light non-aqueous phase liquid tracer study activities; conducted groundwater gauging and sampling activities; assisted with preparation of monthly and annual reports, work orders, job proposals, and site figures.

Former Wisconsin Steel Works
Confidential Client, Chicago, IL

Conducted groundwater gauging, bailing, and sampling activities; oversaw ex situ chemical oxidation pilot test; conducted operation and maintenance activities for soil vapor extraction system; assisted with preparation of reports, work orders, job proposals, and site figures.

Residential Well Installation
Confidential Client, IL

Conducted drilling, landscaping, and well abandonment oversight; performed water sampling activities; and acted in the capacity as a residential contact for the client as part of a team conducting installation of 17 private water supply wells in proximity to client's facility to provide water supply from a deeper aquifer previously used as the source.

Jeff Pluta

CIH / Hazardous Materials Design

Mr. Pluta has more than 21 years of experience in providing industrial hygiene, indoor environmental quality, asbestos management and environmental consulting services to clients in the industrial, governmental, healthcare and manufacturing industries as well as to schools, public institutions and commercial establishments. He has managed complex multidisciplinary projects, developed and reviewed health and safety programs, conducted site-specific training, developed reporting formats and managed project budgets. He has worked with diverse environmental health and safety (EHS) professionals from a multitude of different business sectors to develop industrial hygiene risk-based solutions and complex sampling plans to mitigate impacts of chemical, physical and occupational hazards for company employees. His experience includes oversight and implementation of quantitative analysis for exposures and statistical analysis of industrial hygiene data to determine trends and focus resources on employees with the highest risks.

Key Information

Education & Qualifications

- Certificate of Industrial Hygiene Tulane University, 2011
- BS, Geology with Environmental Engineering Concentration, James Madison University, 2000

Licenses & Certifications

- American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH)
- Board of Certified Safety Professional (BCSP) Certified Safety Professional (CSP)
- American Council for Accredited Certification (ACAC) Council – Certified Indoor Environmental Consultant (CIEC),
- Certified Safety Professional - Board of Certified Safety Professionals,
- Cert Industrial Hygienist, United States
- Asbestos Hazard Emergency Response Act (AHERA) Inspector, United States
- OSHA 10-hour General Industry Safety
- OSHA 30-hour Construction Safety and 8-hour Confined Space
- AHERA Asbestos Contractor Supervisor

Years of experience

32

Project Experience

COVID-19 Technical Task Force & Product Stewardship

Chicago Public Schools (CPS)

Certified Industrial Hygienist (CIH) providing technical support to CPS for response to COVID-19. Developed cleaning and disinfection protocols for janitorial service during routine cleaning and for restoration contractors when a more robust cleaning and disinfection is required due to confirmed cases of COVID-19. Developed procedures for verification of cleaning services and methods for monitoring the cleaning process and effectiveness. Provided technical review for new technologies to help prevent the spread of the virus including heating, ventilation, and air conditioning (HVAC) technologies, surface coatings, disinfection applications, and ultraviolet-C (UV-C) wavelength experimentation. Guided the development of back-to-school policies to provide workers/students with processes to ensure minimum exposure to potential infection from person to person contact and fomite surface transmission. Conducted product safety reviews of Safety Data Sheets to determine whether the product was appropriate for use in the school district.

Asbestos Abatement Management and Oversight

Confidential Clients, Various Locations

Managed a multitude of asbestos abatement projects on naval and marine military bases and in hospitals, governmental buildings, and commercial spaces.

Managed hundreds of large asbestos projects requiring a team of building inspectors, project designers and abatement contractor supervisors. Established managerial systems for completing the initial asbestos survey of the building, authored the asbestos abatement plan, and provided oversight of the abatement project and the final clearances of the abated spaces. Provided a streamlined approach that reduces cost, reduces error, and complies with governmental regulations.

Industrial Hygiene Services for Chemical Industry

Confidential Client, Various Locations

Worked for and utilized the project manager in charge management system so that all industrial hygiene assessments were conducted during the scheduled time frames, and that the information collected during the assessments were uniform, and that the client deliverables were consistent with the client policies and expected technical quality. Conducted plant-wide industrial hygiene surveys to evaluate and characterize employee exposures to a variety of chemical and physical agents including welding fumes, solvent vapors, acid mists, aldehydes, chlorine, carbon monoxide, silica, paint spray operations, noise and vehicular exhaust. Assisted the corporate safety and health staff to establish an industrial hygiene sampling plan, respond to employee concerns regarding health and safety matters, control employee exposures to various agents, and demonstrate compliance with pertinent state and federal occupational health regulations.

Industrial Hygiene Services for Power Generation Projects

Confidential Client, Various Locations

Responsible for the coordination all the client's industrial hygiene projects throughout the country. Utilized the project manager in charge management system so that all industrial hygiene assessments were conducted during the scheduled time frames, that the information collected during the assessments was uniform, and that the client deliverables were consistent with client policies and expected technical quality. Responsible for coordinating the appropriate skilled consultant with the technical requirements of each project. Provided technical supervision for all industrial hygiene consultants in a multitude of assessments including employee exposure to various chemicals, metals, noise, gases, mold, indoor environmental quality, and asbestos. Provided technical oversight for the development of operations and maintenance plans for asbestos, lead, and Polychlorinated Biphenyls (PCBs) and authored site-specific health and safety plans.

Industrial Hygiene Services for Governmental Healthcare Institution

Confidential Client, Various Locations

Worked for the Project CIH for the infection control team tasked with keeping hospital patients safe while developing a technique for cleaning and refurbishing the hospital HVAC system without shutting down the hospital. Designed the method for HVAC duct isolation and cleaning and the requirements for clearance criteria. Developed the HVAC duct cleaning remediation plan, air sampling infection control plan, and project health and safety plan. Set the guidelines to be followed by contractors, hospital staff and the infection control team for all safety and health on the project. Managed the project schedule, employee training and scheduling, and coordination with the infection control nurse and on-site hospital staff for construction planning. Reviewed all sampling and monitoring data generated during the renovation and determining clearance levels for construction areas prior to returning patients to sensitive hospital areas.

Industrial Hygiene Services for Transportation Industry

Confidential Client, Southeast

Served as the Technical Representative for a major metropolitan transit system industrial hygiene and safety contract. Responsible for orderly and timely execution for all work performed under the contract. Responsible for assessment of the quantity and quality of work provided, adjustment of daily work schedules, technical direction, technical interpretation, resolution of technical questions, and other activities performed on-site under the contract. Provided technical direction to contracted outsourced personnel working on-site to assist in daily environmental health and safety compliance at multiple facilities. Developed the scope of services and worked with transit system personnel to begin implementation of a facility-wide confined space program and Geographic Information System mapping and classification of all transit system confined spaces in the authority's service area.

Industrial Hygiene Services for Shipyard Industry

Confidential Clients, Southwest

Worked as an Industrial Hygiene Manager, responsible for the risk assessments and monitoring on two naval ship repair contractor ports in the southern California area. Responsible for developing the health, safety and industrial hygiene plans for work performed by contractors at the facilities. Coordinated with on-site military and civilian

safety professionals to verify code compliance with all naval procedures for health and safety. Managed the project schedules for all field industrial hygienists performing assessments and reviewed all data and deliverables submitted to contractors and naval personnel. Assessed shipyard workers for adequate ventilation practices during brazing, welding and grinding operations and determined worker exposure to fumes or vapors due to poor work practices.

COVID-19 Technical Task Force

Confidential Client, Various Locations

Lead CIH providing technical support for a large financial client and a large public school system for response to COVID-19. Developed cleaning and disinfection protocols for janitorial service during routine cleaning and for restoration contractors when a more robust cleaning and disinfection is required due to confirmed cases of COVID-19. Developed procedures for verification of cleaning services and methods for monitoring the cleaning process and effectiveness. Provided technical review for new technologies to help prevent the spread of the virus including HVAC technologies, surface coatings, disinfection applications, and UV-C wavelength experimentation. Guided clients in the development of back-to-work/school policies to provide workers/students with processes to ensure minimum exposure to potential infection from person-to-person contact and fomite surface transmission.

COVID-19 Contact Tracing for Power Industry

Confidential Client, Various Locations

Served as a Case Manager for a large power company providing contact tracing services for company employees. Assisted the incident management team with existing processes and protocols to identify, isolate and monitor infected individuals and to trace potential exposures accurately and quickly. Provided guidance for employees and supervisors in establishing isolations, self-quarantines, secondary quarantines, and return to work policies. Helped facilitate cleaning actions for areas contaminated by infected individuals. Identified employees in secondary quarantine who are eligible for company onsite testing services.

Water Response and Mold Prevention, Assessment and Remediation

Confidential Clients, Various Locations

Prepared and assisted in the implementation of water response, mold growth prevention and remediation plans for numerous governmental, commercial, institutional and residential clients including small and large property management firms, commercial property management firms, and institutions including hospitals, hotels, educational facilities and industrial facilities. Worked with the respective management representatives to tailor the principles of mold prevention and remediation to the specific facility. Completed hundreds of large-scale mold identification and remediation projects and has managed consultants and contractors from the initial survey to establishing clearance criteria for the abated areas prior to building restoration. Authored hundreds of mold abatement plans and provided oversight of contractor remediation to verify that best practice techniques were utilized to prevent cross-contamination and regrowth following abatement.

The Board for Global EHS Credentialing (BGC)

through its vested authority, hereby confirms that

Jeffrey D. Pluta

has met all requirements of education, experience, and examination, and on-going maintenance set forth through the BGC's American Board of Industrial Hygiene® (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 aforenamed 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:	10020 CP
Award Date:	November 21, 2011
Expiration Date:	June 1, 2027

Thomas G. Grumbles, CIH, CPPS, FAIHA
Chair of the Board of Directors

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

Brendan Quealy

Project Manager (Asbestos, Lead-Based Paint, Hazardous Materials)

Mr. Quealy has 32 years of environmental and industrial hygiene consulting experience with responsibility for performance and administration of asbestos surveys, asbestos abatement design, asbestos removal projects, indoor air quality (IAQ) and mold assessments, mold remediation projects, industrial hygiene exposure assessments, lead-based paint (LBP) surveys, LBP mitigation projects, hazardous waste and environmental site assessments.

Mr. Quealy has significant experience in large-scale program/project management, client development, resource allocation, training and mentoring of staff, profit and loss management, and client service management. He has provided environmental services to public, private, commercial, industrial, educational, and historic entities.

Key Information

Education & Qualifications

- MBA with Distinction, Kellstadt Graduate School of Business, DePaul University, 2003
- BS, General Engineering, University of Illinois at Urbana-Champaign, 1989

Licenses & Certifications

- Professional Engineer Intern – IL (#061-026905)
- Illinois Licensed Asbestos Inspector, Asbestos Management Planner, Air Sampling Professional, Project Manager, #100-04803
- Illinois Licensed Lead Risk Assessor, #001240
- Indiana Licensed Asbestos Project Designer, #190620127
- Wisconsin Licensed Asbestos Project Designer, Asbestos Inspector, Asbestos Management Planner, #APD-112116, #AII-112116, #AMP-112116

Years of experience

32

Project Experience

CPS Environmental Program Management

Chicago Public Schools, Chicago, IL

Principal Scientist providing technical industrial hygiene and environmental support for CPS Capital Improvement Program (CIP), including program and work process development, design guideline development, technical reviews of construction documents, regulatory compliance assistance, and chemical hygiene safety planning.

Statewide Asbestos Surveys

Illinois Department of Transportation, IL

Certified Project Manager for work order contract to perform asbestos surveys of buildings requiring demolition. This work includes review of existing data, a building survey, asbestos sampling, and analysis and preparation of a report, summarizing the location and description of the identified asbestos, quantities, and a preliminary estimate of abatement costs.

Environmental Consulting Services

Metra, Chicago, IL

Principal Scientist for task order contract to provide engineering and environmental compliance services for environmental work and related designs, bid specifications, permitting, sampling, testing, reporting, program management, construction management, and oversight services for various Engineering projects.

Chicago Vocation Career Academy Renovation - BP 1
Public Building Commission of Chicago, Chicago, IL

Project Manager for an environmental consulting services team in support of a project to renovate two of the three wings at an approximately 750,000-sf Chicago Public Schools high school. The team performed asbestos, LBP and hazardous materials surveys within client-designated areas due to planned renovation. Based on survey findings and renovation plans, the team developed technical specifications and drawings for abatement/mitigation of asbestos, LBP, universal waste and bird waste. Coordinated with abatement contractors during construction to allow for renovations to proceed on schedule, attended progress meetings, and directed licensed staff performing on-site project management and sampling during over five months of abatement activities.

Asbestos Management Program
Confidential Rail Road Client, Western U.S.

Program Manager for asbestos/hazardous building materials management program in support of the maintenance, renovation and demolition of various facilities, bridges, and structures for the largest freight railroad network in North America.

Asbestos, Lead-Based Paint and Hazardous Materials Assessment/Oversight
City of Chicago Department of Fleet and Facility Management, Chicago, IL

Program Manager and authorized project reviewer during approximately six-year contract providing on-call and emergency asbestos, LBP and other hazardous materials surveys, abatement/mitigation consulting and oversight at multiple City-owned facilities including office buildings (including City Hall), police and fire stations, public libraries, and other City-owned properties.

Environmental Consulting
Chicago Housing Authority, Chicago, IL

Program/Quality Assurance Manager for issues related to asbestos, LBP, IAQ/mold assessment, and environmental consulting. Projects included asbestos/demolition oversight and particulate monitoring during Murray Homes Blocks 15 and 16 building demolition; hazardous building material inspections and abatement oversight of multiple structures at Lathrop Homes; and LBP inspections of over 1,000 scattered-site housing units.

University of Illinois at Urbana-Champaign (UIUC) State Farm Center (former Assembly Hall)
Champaign, IL

Project Manager and Point of Contact with the architectural design team for environmental consulting services contract in support of the renovation and addition of the State Farm Center (formerly Assembly Hall) located on the campus of UIUC. The State Farm Center serves as the main indoor sports and entertainment arena at UIUC and is listed on the National Register of Historic Places by the Illinois Historic Preservation Agency for its historical and architectural significance. Directed and oversaw the performance of inspections for asbestos, LBP and universal waste and provided quality review of subsequent reports prepared. Prepared an opinion of probable asbestos abatement costs. Prepared technical specifications and drawings for hazardous materials abatement. Provided construction administration services, including submittal review, request for information responses and coordination of abatement monitoring with the UIUC's construction manager. During the multi-phased construction, directed and managed team performing asbestos and LBP abatement oversight in accordance with the project's tight schedule which allowed for most interior work to be performed during the non-basketball season (March to November).

Asbestos Abatement and Demolition of the Former Dixie Square Mall
South Suburban Mayors and Managers Association, Harvey, IL

Project Manager for asbestos consulting and engineering services in support of the asbestos abatement and demolition of the former Dixie Square Mall, which had been vacant for 30 years. The project was performed under an Illinois Attorney General consent order using a Federal disaster recovery grant and required significant coordination with the client and the Illinois Department of Commerce and Economic Opportunity. Directed and oversaw assessments of the building for ACM, as well as structural integrity. Prepared bid and technical specifications for asbestos abatement and managed the preparation of demolition and site restoration specifications prepared by sub-consultant engineers. Assisted in procurement of a contractor and provided project administration and communication with project stakeholders. During construction, directed on-site team of environmental professionals.

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH

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

BRENDAN J QUEALY
5125 FLORENCE
DOWNERS GROVE, IL 60515

3/28/2023

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 04803

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

IDPH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 04803	3/28/2023	05/15/2024

BRENDAN J QUEALY
5125 FLORENCE
DOWNERS GROVE, IL 60515
Environmental Health

Back of License

ENDORSEMENTS	TC EXPIRES
INSPECTOR	1/6/2024
MANAGEMENT PLANNER	1/6/2024
PROJECT MANAGER	4/5/2023
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

PROTECTING HEALTH, IMPROVING LIVES
Nationally Accredited by PHAB

IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH

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

12/19/2022

LICENSE NUMBER: 001240
Brendan J Quealy
5125 Florence Ave
Downers Grove, IL 60515

LICENSE APPROVED

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

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

IDPH **LEAD RISK ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES
001240	12/19/2022	1/31/2024

Brendan J Quealy
5125 Florence Ave
Downers Grove, IL 60515

ILLINOIS LEAD PROGRAM
Environmental Health

Alteration of this license shall result in legal action
RISK ASSESSOR CERTIFICATE EXPIRES
1/24/2023
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

PROTECTING HEALTH, IMPROVING LIVES
Nationally Accredited by PHAB

Training Certificate

Presented to:

Brendan Quealy – Terracon

For Successful Completion of:

Thermo Scientific NITON XRF Analyzer

Operator Training

Tony Osborn

Tony Osborn
Alpha Solutions, Inc.
Representative of Thermo Scientific NITON Analyzers

Date: August 30, 2012

Certificate of Achievement

This is to certify that

Brendan Quealy

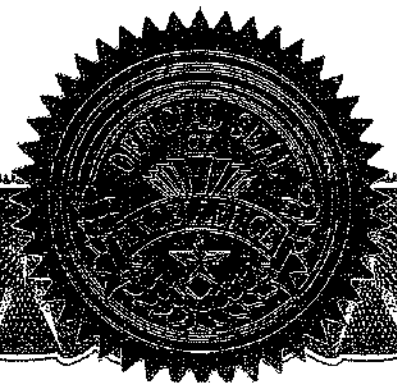
Professional Service Industries, Inc.

on the 11th day of December 2002 successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

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

Jacob Paster, Vice President, RMD
44 Hunt St., Watertown, Massachusetts



CN_PBC_JLB_Arcadis_PS308

Jay Read

Hazardous Materials Inspection and Oversight

Mr. Read trains new and junior staff on a variety of field investigation methodologies. He is experienced in complex report writing, including Phase I and II Environmental Site Assessment reports, Incident Response Reports, Remediation Objectives Report, Remedial Action Plan, and Response Action Completion Reports. He is also experienced in the application of field methods concerning emergency response, spill containment and assessment, soil and groundwater sampling, groundwater characterization, subsurface investigation, and deep rock boring logging and assessment. Mr. Read's regulatory experience includes Illinois Engineering Plan Approval Tiered Approach to Corrective Action Objectives and the American Society for Test of Materials. His computer skills include Field Now Software, ArcGIS Collector App, Microsoft Office, MTech Quicklog boring log generator and ArcGIS Mapping.

Key Information

Education & Qualifications

- BS, Geology, Marietta College, 2005

Licenses & Certifications

- 40-Hour HAZWOPER
- National Incident Management System Incident Command System (NIMS ICS)
- Roadway Worker Protection Contractor Safety
- Respirator Fit Testing
- UPRR Contractor Orientation
- UPRR Railroad Education
- BNSF Contractor Orientation
- E-railsafe System Completion
- DOT Hazardous Materials General Awareness
- DOT Training for Offerers of Bulk and Non-bulk Hazmat Packages
- Smith System Driving Course

Years of experience

18

Project Experience

Emergency Planning Community Right to Know Act (EPCRA) Reporting

Metra, Chicago, IL

Visited 18 active rail facilities to record quantities and storage of hazardous materials for annual EPCRA reporting. As part of the EPCRA process, worked with Metra to ensure that all facility information, emergency contacts, and storage procedures were compliant and up to date and worked with local emergency response agencies and fire departments to provide the most current hazardous materials information for appropriate response in the event of an incident.

Derailment Response

Confidential Rail Client, IL

Initial derailment response per the client's specific request, reconnaissance, subcontractor coordination and oversight, work planning, and served as liaison between client, subcontractors, Illinois Environmental Protection Agency (IEPA) field staff. Conducted oversight regarding collection and disposal of styrene waste streams via large-scale excavation and installation of vapor extraction and mitigation system. Conducted multiple subsurface investigation and remedial pilot studies utilizing rotosonic drilling techniques. Responsible for summary and site investigation reports.

North Athletic Field Oversight
Chicago Park District, Chicago, IL

Oversaw subcontractors performing soil excavating and waste removal. Directed subcontractors through excavation activities and performed confirmation sampling. Acted as Site Liaison between project team and public during a highly visible field task. Coordinated with Fire Department representative during removal of the leaking tank.

Site and Underground Storage Tanks (UST) Investigation
Confidential Client, Chicago, IL

Coordinated and performed subsurface site investigation activities including contractor and client coordination, exploratory excavation, soil boring and monitoring well installation, conductivity testing, and soil core collection under restrictive conditions. Assisted in writing summary and site investigation reports. Investigated unknown UST within a freight rail yard. Conducted document review and research, coordinated subcontractors, and served as the primary field lead during investigation activities. Performed oversight of hydro knife techniques used to expose UST, performed excavations and confirmatory sampling, and managed waste storage and disposal.

Derailment Response
Confidential Rail Client, IL

Task management of derailment and spill response. Managed response staff and subcontractors in coordinating incident response, spill mitigation, subsurface investigation, and contaminant recovery. Responsible for summary and site investigation reports.

Incident Response
Confidential Rail Client, IL

Initial derailment response, reconnaissance, IEPA communications, client interfacing and subcontractor coordination and oversight. Conducted free-phase product recovery and excavation oversight and soil sampling. Coordinated large-scale excavation effort under strict time constraints coordinating multiple contractors and oversight entities to client's satisfaction. Assisted in summary and site investigation reports.

Spill Prevention, Control and Countermeasures (SPCC) Inspections
Confidential Rail Client, Chicago, IL

SPCC inspections across five rail yards. Coordinated local client and rail vendor staff in assessing environmental risks, employing control measures and best practices, reviewing, and revising SPCC plans, and coordinating subcontractors SPCC implementation. Responsible for site inspection reporting utilizing ArcGIS Collector App software. Coordinated large-scale soil disposal cost estimating.

Derailment and Crude Oil Release Response
Confidential Rail Client, IA

Initial derailment response, reconnaissance, and subcontractor coordination and oversight. Oversaw contractor and client hazardous materials staff in the recovery of crude oil. Coordinated mass balance recovery and calculation efforts. Performed contractor oversight during confined space entry activities. Assisted in writing summary and site investigation reports.

Transmissivity Testing
Confidential Class I Freight Railroad Client, IL

Installation, operations, and maintenance of spill buster and solar sipper product recovery systems. Tasks include bail down testing, system programming, system troubleshooting, waste processing, and recoverability reporting.

Derailment Response
Confidential Class I Freight Railroad Client, IN

Initial derailment response, reconnaissance, subcontractor coordination and oversight, work planning, and served as Liaison between client, subcontractors, and local residents and officials. Conducted oversight regarding collection and disposal of a few different waste streams and signed manifests on behalf of the client. Wrote summary and site investigation reports.

Light Non-Aqueous Phase Liquid (LNAPL) Transmissivity Investigation
Confidential Client, IL

Primary Field Leader and Task Manager on a 10-year, ongoing LNAPL and arsenic investigation. Responsible for operations and maintenance of a solar sipper unit, including troubleshooting, system programming, transmissivity testing, and waste processing. Wrote and implemented field work plans regarding soil sampling, groundwater sampling, ambient and indoor air sampling, waste characterization, Laser Induced Fluorescence investigations, LNAPL soil core collection. Responsible for NPDES permit renewal and ensuring compliance. Completed initial conceptual site model as well as many groundwater sampling reports, site investigation reports, remedial action completion reports, and site remediation plans. Oversaw processing and disposal of large volumes of contaminated groundwater and soil, as well as processing of wastewater from an arsenic-related retention basin.

Anthony Spalla

Asbestos Inspection and Oversight

Mr. Spalla has more than two years of experience in the environmental field. His areas of experience include supporting and/or performing soil sampling, oversight and documentation of soil removal, Phase I and Phase II environmental site assessments (ESA) and site remediation program (SRP) reporting. He also has experience in assisting the Survey Department as an instrument operator using Trimble GPS, Robotic Total Stations and Terrestrial LIDAR Scanners on Topographic Survey and Base mapping projects. He also has experience with Asbestos, Lead, and Hazardous Materials related projects and currently provides services at Arcadis in his main role as an Industrial Hygienist Specialist performing ambient air monitoring sampling, time-integrated sampling, LBP sampling, ACM sampling, Asbestos monitoring, and abatement supervision.

Key Information

Education

- Highschool Diploma, Victor J. Andrew, 2010

Licenses & Certifications

- 40-Hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) Training Course, 2017
- 24-Hour Asbestos Building Inspector Initial Training Course, 2018
- 8-Hour Confined Space Entry Training Course, 2018
- Asbestos Abatement Supervisor Initial Training Course. 2019
- McCrone Research Institute's Asbestos Fiber Counting (NIOSH 582) Course, 2021
- OSHA 30-Hour Construction Safety Training Course, 2022

Years of experience

5

Project Experience

Limited Phase II Environmental Site Investigation

La Casa Norte, Chicago, IL

Worked as an Environmental Technician that provided environmental field services at the La Casa Norte site on West North Avenue. The client was redeveloping the site as a residential complex and community center for the homeless Latino population. Supported the completion of a Limited Phase II Environmental Site Investigation to determine the extent of impacted soils at the site, the completion of an Underground Storage Tank (UST) Investigation and has enrolled the site into the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP) to secure environmental closure for the site.

O'Hare International Airport Modernization Program (OMP) Environmental Reporting Support

City of Chicago Department of Aviation (CDA), Chicago, IL

As both prime and subconsultant, provided environmental assessment and engineering services for various OMP projects throughout the airport. Project work has included Phase I and Phase II Environmental Site Assessments (ESAs), general environmental sampling, asbestos/lead/universal waste survey and abatement oversight, air sampling/monitoring, soil remediation, and general consulting associated with CDA facilities and third-party tenant facilities. Additional support provided for several project reports as needed in various capacities.

Hazardous Materials (HAZMAT), Lead Based Paint (LBP) and Asbestos Containing Materials (ACM) Inspections

BMO Harris Banks for Jones Lang LaSalle, Multiple Cities, IL and IN

Worked as Industrial Hygienist and provided HAZMAT, LBP and ACM inspection at multiple client sites within the states of Illinois and Indiana.

HAZMAT), LBP and ACM Inspections

Various Clients, Multiple Cities, IL, IN, WI

Worked as Industrial Hygienist and provided HAZMAT, LBP and ACM inspection for various clients within the states of Illinois, Indiana and Wisconsin. One of those clients is the Chicago Park District – Garfield Park Bandstand.

Air Sampling for Asbestos

Various Clients, Multiple Cities, IL

As an Industrial Hygienist, provided air sampling and oversight for asbestos abatement projects including Macy's State Street Shopping Center TSI removal, Macy's Woodfield Shopping Center TSI removal, Luse Co. – MWRDGC TSI removal projects at the Stickney Water Treatment Plant, Racine Pumping Station, University of Illinois Chicago (UIC) Computer Research and Learning Center abatement project and Metropolitan Water Reclamation Building.

IDPH

ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 20504	**5/11/2023**	05/15/2024

ANTHONY F SPALLA
4622 N RACINE AVE
CHICAGO, IL 60640

Environmental Health

ENDORSEMENTS

TC EXPIRES

PROJECT MANAGER

12/6/2022

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.

ATTACHMENT A
LEGAL ACTIONS

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

FIRM NAME Arcadis U.S. Inc.

I. LEGAL ACTIONS

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

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	☐	☒
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?	☒	☐
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	☒	☐
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	☐	☒
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?	☐	☒
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	☐	☒
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	☐	☒
Has the firm or venture ever failed to complete any work awarded to it?	☐	☒

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 LeeAnn Tomas-Foster (Name), as Chicago City Executive (Title)

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

RESPONDENT			
Name of Firm:	Arcadis U.S., Inc.		
Address:	200 South Michigan Avenue, Suite 2000		
City/State/Zip:	Chicago, IL 60604		
Telephone:	312-874-3009	**Facsimile:**	N/A
FEIN:	57-0373224	**SSN:**	N/A
Email:	LeeAnn.Tomas-Foster@arcadis.com		

Nature of Transaction:

- ☐ Sale or purchase of land
- ☐ Construction Contract
- ■ Professional Services Agreement
- ☐ Other _____

The Consultant's Services shall include, but are not limited to, the following categories of work:
A. Asbestos Containing Materials Inspections
B. Lead-Based Paint Inspections
C. Hazardous Material Building Inspections

II. DISCLOSURE OF OWNERSHIP INTERESTS

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

- ■ Corporation
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Not-for-profit Corporation
- ☐ 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:	☒ Yes ☐ No
City/State/ZIP:	630 Plaza Drive, Suite 200, Highlands Ranch, CO 80129
Telephone:	720.344.3500

Identify the names of all officers and directors of the business entity.
(Please attach list if necessary.)

Name	Title
John M. McCarthy	Chair of Board, President, and Business Area Director-Resilience (Water)
Brooke Bonkoski	Business Area Director-Resilience (Environment)
Wassim Selman	Business Area Director-Mobility
Nilesh Parmar	Business Area Director-Places
Robyn L. Miller	Secretary

Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity.
(Please attach list if necessary.)

Name	Address	Ownership Interest Percentage
Arcadis North America, Inc.	630 Plaza Drive, Suite 200, Highlands Ranch, CO 80129	100 %
		%
		%

LLC's only, Indicate Management Type and Name:

☐ Member-managed	☐ Manager-managed	**Name:**	N/A

Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?	☒ Yes ☐ No

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.

Arcadis U.S., Inc. is 100% owned by Arcadis North America, Inc. which is 100% owned by Arcadis USA, B.V. (address: Gustav Mahlerplein 97-103, Amsterdam, The Netherlands 1082 MS). Arcadis USA, B.V. is a wholly owned subsidiary of Arcadis N.V. (address: Gustav Mahlerplein 97-103, Amsterdam, The Netherlands 1082 MS). Arcadis N.V.'s only shareholder holding more than 10% interest is the Lovinklaan Foundation, a private Dutch foundation that manages the shares held by the employees of Arcadis. No individual owns more than 10% of any of the above listed entities.

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**
N/A		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

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

If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.
Name of Principal(s)
N/A

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
N/A	

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

    a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

    b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

    c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.

    b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

    d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

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

B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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

Signature of Authorized Officer

LeeAnn Tomas-Foster

Name of Authorized Officer (Print or Type)

Chicago City Executive

Title

312-874-3009

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 5th day of July, 2023 by LeeAnn Tomas-Foster (Name) as City Executive (Title) of Arcadis (Bidder/Proposer/Respondent or Contractor)

Nichole A Batcha
Notary Public Signature and Seal

NICHOLE A BATCHA
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 17, 2023

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):
RFQ for ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081)

Description or goods or services to be provided under Contract:

The Consultant's Services shall include, but are not limited to, the following categories of work:
A. Asbestos Containing Materials Inspections
B. Lead-Based Paint Inspections
C. Hazardous Material Building Inspections

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)
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.

b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.

c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

Signature

July 5, 2023
Date

LeeAnn Tomas-Foster
Name (Type or Print)

Chicago City Executive
Title

Subscribed and sworn to before me
this 5th day of July 2023

Nichole A Batcha
Notary Public

NICHOLE A BATCHA
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 17, 2023

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 count, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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SCHEDULE B

Joint Venture Affidavit (1 of 3)

This form is not required if all joint venturers are* MBE/Non-MBE or WBE/Non-WBE *firms. In such case, however, a written joint venture agreement among the* MBE/Non-MBE or WBE/Non-WBE *firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

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

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor _____ a Corporation
_____ a Partnership _____ a Joint Venture

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

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

_____

_____

_____

_____

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

_____

_____

_____

_____

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

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

_____

_____

_____

_____

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

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

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

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

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

BY:

_____ _____
Name of MBE/WBE Firm (Print) Signature

_____ _____
Date Name (Print)

_____
Phone

IF APPLICABLE:
BY:

_____ _____
Joint Venture Partner (Print) Signature

_____ _____
Date Name (Print)
_____ MBE ____ WBE ____ Non-MBE/WBE ___
Phone

SCHEDULE D

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

Name of Project: TBD

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

City Executive

Title and duly authorized representative of

Arcadis U.S., Inc.

Name of Professional Service Provider whose address is

225 W. Wacker Drive, Suite 2015

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

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

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

SCHEDULE D

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

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

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

BY:

Arcadis U.S., Inc.
Name of Contractor (Print)

Signature

09/19/2024
Date

LeeAnn Tomas-Foster
Name (Print)

312-874-3009
Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ___