

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

# **PROFESSIONAL SERVICES AGREEMENT**

# ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081H)

# PUBLIC BUILDING COMMISSION OF CHICAGO

AND

# TEM ENVIRONMENTAL, INC.

FOR

# **ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS3081H)**

# Public Building Commission of Chicago

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

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Mayor Brandon Johnson Chairman

Ray Giderof Acting Executive Director

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### EXECUTION PAGE ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES – PS3081H

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 **TEM Environmental, Inc..** with offices at 174 North Brandon Drive, Glendale Heights, Illinois 60139 (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- PS3081H

PUBLIC BUILDING COMMISSION OF CHICAGO Mayor Brandon Johnson

Chairman

ATTEST:

at Wit Mary Pat With Secretary

Date:

Date: 2/6/2024

**CONSULTANT: TEM Environmental, Inc.** 

President or Approved Signatory

Date: 1/29/2024

AFFIX CORPORATE SEAL, IF ANY, HERE

County of: Kane

State of: Illinois

Subscribed and sworn to before me by Korthleen A. Genand on behalf of Consultant this 29 day of January 20.24.

Reparca J. Minear Notary Public My Commission expires: 9241 (SEAL OF NOTARY)

Approved as to form and legality:

anne J. Ine Neal & Leroy, LLC

**OFFICIAL SEAL REBECCA L GENEBER** NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/24/24

Date: 2

### SCHEDULE A TERMS AND CONDITIONS

- 1. <u>Recitals</u>. 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. <u>Incorporation of Documents</u>. 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. <u>Engagement</u>. 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. <u>Performance Standard</u>. 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. <u>Consultant's Personnel</u>. 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. <u>Independent Contractor</u>. 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. <u>Limitations on Sub-Consultants and Subcontractors</u>. 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. <u>Changes to the Services</u>. 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. <u>Representations and Warranties</u>. 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. <u>Nondiscrimination</u>. 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. <u>Employment Procedures, Preferences and Compliances</u>. 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. <u>Ethics.</u> 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 <u>https://www.pbcchicago.com/wp-content/uploads/2017/05/RES\_PBC\_ecr\_CodeofEthicsConsolApril-2013\_20130405.pdf</u> 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. <u>Inspector General</u>. 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. <u>Delays</u>. 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. <u>Records</u>. 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. <u>e-Builder System</u>. 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. <u>Time of Essence</u>. 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.
- <u>Compliance with Laws</u>. 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. <u>Progress Meetings</u>. 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. <u>Term.</u>

- 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. <u>Compensation of Consultant; Submission of Invoices through e-Builder</u>. 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. <u>Rights and Obligations of Commission</u>. 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. <u>Information</u>. The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.
  - b. <u>Review of Documents</u>. 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. <u>Site Data</u>. 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. <u>Tests and Reports</u>. 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. <u>Legal, Auditing and other Services</u>. 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. <u>Designated Representatives</u>. 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. <u>Audits</u>. 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. <u>Insurance to be Maintained by Consultant</u>. 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. <u>Events of Default</u>. 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. <u>Remedies</u>. 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. <u>Remedies not Exclusive</u>. 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. <u>Confidentiality</u>. 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's interests.

- 14. <u>Assignment</u>. 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. <u>Personnel</u>. 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. <u>Relationship of Parties</u>. 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. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
- b. <u>Entire Agreement</u>. 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. <u>Governing Law</u>. 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. <u>Notices</u>. 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. <u>Severability</u>. 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. <u>Successors and Assigns</u>. 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. <u>Consultant's Authority</u>. 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 nonhazardous) 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 twentyfour (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;
  - I. 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 onsite 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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# TEM ENVIRONMENTAL, INC. LOADED HOURLY RATES

# **ENVIRONMENTAL CONSULTING SERVICES RENOVATION AND DEMOLITION - PS3081H**

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.

Jok	) Title	Unit	Ηοι	Irly Rates
Ass	sessment/Project Management Services			
Α	Senior Project Manager	Per hour	\$	110.00
В	Project Manager	Per hour	\$	115.00
С	Field Services Supervisor	Per hour	\$	95.00
D	Clerical	Per hour	\$	55.00
Е	Licensed Professional Engineer, PE	Per hour	\$	125.00
F	Environmental Scientist (40hr HAZWOPPER)	Per hour	\$	80.00
G	Environmental Technician	Per hour	\$	65.00
Н	CADD Operator	Per hour	\$	65.00
I	Certified Industrial Hygienist	Per hour	\$	125.00
J	Licensed Asbestos Management Planner	Per hour	\$	90.00
Κ	Licensed Asbestos Project Manager	Per hour	\$	80.00
L	Licensed Asbestos Air Sampling Professional	Per hour	\$	70.00
М	Licensed Lead Inspector	Per hour	\$	80.00
Ν	Licensed Risk Assessor	Per hour	\$	80.00
0	Certified Hazardous Materials Manager	Per hour	\$	98.00
Ρ	Clerical/Administrative	Per hour	\$	55.00
Q	Project Director	Per hour	\$	135.00
R	Licensed Asbestos Project Manager and Air Sampling Professional (Combo)	Per hour	\$	85.00
S	[Insert Other Title Here]	Per hour	\$	-
Env	vironmental Design Services			
A	Environmental Engineer P.E.	Per hour	\$	125.00
В	CAD Specialist	Per hour	\$	65.00
С	Drafting Technician	Per hour	\$	55.00
D	Clerical/Administrative Staff	Per hour	\$	55.00
E	Project Manager	Per hour	\$	115.00
F	Sr. Project Designer	Per hour	\$	115.00
G	Licensed Asbestos Designer	Per hour	\$	125.00
Н	Lead Design	Per hour	\$	110.00
I	Hazardous Materials Design	Per hour	\$	85.00
J	[Insert Other Title Here]	Per hour	\$	-
Κ	[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 <u>\$1,000,000</u> 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 <u>\$5,000,000</u> 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 <u>\$1,000,000</u> 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 <u>\$1,000,000</u> 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 <u>\$5,000,000</u> 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 <u>\$1,000,000</u> 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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	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMI		
В	Professional Liability		G47386238 002	1/24/2024	1/24/2025	\$5,000,000 Each	\$5,00	0,000 Agg
B A	Pollution Liability Hired Auto - Physical Damage	Y	G47386238 002 EBA 0223503	1/24/2024 1/24/2024	1/24/2025 1/24/2025	\$2,000,000 Each Limit:	\$5,00	10,000 Agg 100
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	Chicago IL 60602		1/23/2025	AD	1 -	2		
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ACORD 25 (2016/03) tal\_PS3081H\_EnviroRenoDemoSpee 2000RD name and logo are registered marks of ACORD

# SCHEDULE E KEY PERSONNEL

# (ATTACHED HERETO AND INCORPORATED HEREIN)

# **2b. KEY PERSONNEL RESUMES & APPLICABLE LICENSES**

# 2.b.1. Staff members proposed to work on PBC projects

Name	Years In Industry	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
Jim Tuinenga, CIH	48	Senior Technical Manager				Х	Х	Х	Х				Х
Gus Thanos	35	Field Supervisor for Environmental Construction Services								Х			
Steven B Geneser	33	Vice President	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Dan Juneau	33	Vice President of Operations and Client Relations	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Steve Fleisher	32	Senior Project Manager	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Prins Sales	30	Senior Project Manager	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Jack O'Brien	30	Senior Project Manager	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Curt Cannon	28	Field Supervisor	Х	Х	Х					Х	Х	Х	
Hoss Najjar-Pour P.G.	25	Environmental Geologist and Construction Specialist								Х	Х	Х	
Brian Barry	23	Industrial Hygienist	Х	Х							Х	Х	
Michael Duddleston	10	Industrial Hygiene & Environmental Health and Safety Coordinator	Х	х							х	х	
Drake Ottley	5	Environmental and Industrial Hygienist, CADD Operator	Х	Х		Х	Х			Х	Х	Х	
Tom Hartenburg	5	Industrial Hygienist	Х	Х							Х	Х	
Michael Caddy	4	Environmental and Industrial Hygienist, CADD Operator	Х	Х	Х	Х	Х			Х	Х	Х	
Ryan Geneser	5	Industrial Hygienist - IDPH Licensed Radon Professional				Х	Х						





# **2b. KEY PERSONNEL RESUMES & APPLICABLE LICENSES**

# 2.b.2. Professional work history of relevant staff

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i. Certified Industrial Hygienist	Х															
ii. Hazardous Waste Project Manager	Х		Х	Х	Х			X	Х					х		
iii. IDPH Licensed Asbestos Designer	Х															
iv. IDPH Licensed Asbestos Inspectors	Х		X	х	Х	Х	X	X	X	Х	Х	х	Х	Х		
v. IDPH Licensed Asbestos Air Sampling	x		x	x	x	x	x	x	x	x	x	x	x	x		
Professional/Project Manager	^		^	^	^	<b>^</b>	^	<b>^</b>	^	<b>^</b>	^	^	^	^		
vi. IDPH Licensed Asbestos Management	Х		Х	Х												
vii. IDPH Licensed Lead Inspector/Risk	Х		Х	Х	Х	Х	Х	X			Х	х	Х	Х		
viii. Lead Paint Abatement Specification	Х	х	Х	Х	Х	Х	Х									
ix. Lead Paint Abatement Drawing Preparer	Х		Х	Х	Х	Х	Х					Х				
x. XRF Certified Operator	Х		Х	Х	Х	Х	Х	х		Х	Х	х	Х	х	Х	
xi. Quality Control/Assurance individual(s)	Х		Х	Х		Х	Х									
xii. Knowledge and experience of all																
applicable environmental rules and																
regulations pertaining to the described	x	x	x	x	х	x	x		x							
services of the local Illinois Chicago																
metropolitan area.																





# **TAB 2 – FIRM QUALIFICATIONS**

Requirement	TEM Staff
<b>i. Certified Industrial Hygienist</b> certified by the American Board of Industrial Hygiene. The Certified Industrial Hygienist shall be an employee of the Respondent. The Respondent may not use a sub-consultant to satisfy this requirement unless directly part of their MBE/WBE team. The Certified Industrial Hygienist shall have a minimum of ten (10) years of experience in the environmental industry.	Jim Tuinenga, CIH
<b>ii. Hazardous Waste Project Manager</b> with the minimum of ten (10) years of experience conducting hazardous waste inspections and preparing specifications for hazardous waste handling and disposal. The project manager shall be an employee of the Respondent. The Respondent may not use a sub-consultant to satisfy this requirement unless directly part of their MBE/WBE team.	Jim Tuinenga, CIH, Steve Geneser, Dan Juneau, Steve Fleisher, Curt Cannon, Hoss Najjar-Pour P.G., Mike Caddy
<b>iii. IDPH Licensed Asbestos Designer</b> with the minimum of ten (10) years of experience designing asbestos abatement projects for school and non-school facilities. The IDPH Licensed Asbestos Designer shall be an employee of the Respondent. The Respondent may not use a sub-consultant to satisfy this requirement unless directly part of their MBE/WBE team.	Jim Tuinenga, CIH
<b>iv. IDPH Licensed Asbestos Inspectors</b> with a minimum of five (5) years of experience in asbestos inspection. At least one IDPH Licensed Asbestos Inspector shall be an employee of the Respondent. The Respondent may not use a subconsultant to satisfy this requirement unless directly part of their MBE/WBE team. The IDPH Licensed Asbestos Inspector, IDPH Licensed Air Sampling Professional, and Licensed Asbestos Project Manager may be one person.	Jim Tuinenga, CIH, Steve Geneser, Dan Juneau, Steve Fleisher, Prins Sales, Jack O'Brien, Curt Cannon, Hoss Najjar-Pour P.G., Brian Barry, Mike Duddleston, Drake Ottley, Tom Hartenburg, Mike Caddy
v. IDPH Licensed Asbestos Air Sampling Professional/Project Manager with a minimum of five (5) years of experience in asbestos air sampling/project management. At least one IDPH Licensed asbestos air sampling professional/project manager shall be an employee of the Respondent. The Respondent may not use a sub-consultant to satisfy this requirement unless directly part of their MBE/WBE team. The IDPH Licensed Asbestos Inspector, IDPH Licensed Air Sampling Professional, and Licensed Asbestos Project Manager may be one person.	Jim Tuinenga, CIH, Steve Geneser, Dan Juneau, Steve Fleisher, Prins Sales, Jack O'Brien, Curt Cannon, Hoss Najjar-Pour P.G., Brian Barry, Mike Duddleston, Drake Ottley, Tom Hartenburg, Mike Caddy
<b>vi. IDPH Licensed Asbestos Management Planner</b> with the minimum of ten (10) years of experience providing asbestos management planning for projects for school and non-school facilities. The Licensed Asbestos Management Planner shall be an employee of the Respondent. The Respondent may not use a sub-consultant to satisfy this requirement unless directly part of their MBE/WBE team.	Jim Tuinenga, CIH, Steve Geneser, Dan Juneau
vii. IDPH Licensed Lead Inspector/Risk Assessor with a minimum of (5) years of experience in lead inspecting and risk assessing. The IDPH Licensed Lead Inspector/Risk Assessor shall be an employee of the Respondent. The Respondent may not use a sub-consultant to satisfy this requirement unless directly part of their MBE/WBE team.	Jim Tuinenga, CIH, Steve Geneser, Dan Juneau, Steve Fleisher, Prins Sales, Jack O'Brien, Curt Cannon, Mike Duddleston, Drake Ottley, Tom Hartenburg, Mike Caddy



Requirement	TEM Staff
<b>viii. Lead Paint Abatement Specification Author</b> with at least ten (10) years of experience in preparation of lead paint specifications for lead abatement work. The Respondent may not use a sub-consultant to satisfy this requirement unless directly part of their MBE/WBE team.	Jim Tuinenga, Steve Geneser, Dan Juneau, Gus Thanos, Steve Fleisher, Prins Sales, Jack O'Brien
<b>ix. Lead Paint Abatement Drawing Preparer</b> with at least ten (10) years of experience in preparation of lead paint abatement drawings for lead abatement work. The Respondent may not use a sub-consultant to satisfy this requirement unless directly part of their MBE/WBE team.	Jim Tuinenga, Steve Geneser, Dan Juneau, Gus Thanos, Steve Fleisher, Prins Sales, Jack O'Brien, Drake Ottley
<b>x. One Certified XRF Operator</b> . The Certified XRF Operator shall be an employee of the Respondent. The Respondent may not use a sub-consultant to satisfy this requirement unless directly part of their MBE/WBE team.	Jim Tuinenga, CIH, Steve Geneser, Dan Juneau, Steve Fleisher, Prins Sales, Jack O'Brien, Curt Cannon, Hoss Najjar-Pour P.G., Brian Barry, Mike Duddleston, Drake Ottley, Tom Hartenburg, Mike Caddy, Ryan Geneser
<b>xi. Quality Control/Assurance individual(s)</b> . The Respondent shall provide specific name (s) and resume(s) of all QA/QC individuals who will review formatting and content of all reports, documents, specifications and drawings prior to distribution to the PBC.	Jim Tuinenga, CIH, Steve Geneser, Dan Juneau, Prins Sales, Jack O'Brien
<b>xii.</b> Demonstrable knowledge and experience of all applicable environmental rules and regulations pertaining to the described services of the local Illinois Chicago metropolitan area.	Jim Tuinenga, CIH, Steve Geneser, Dan Juneau, Gus Thanos, Steve Fleisher, Prins Sales, Jack O'Brien Hoss Najjar-Pour, P.G.



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# 2.b.3. and 2.b.4 Resumes and licensing for key personnel

Enclosed in this section are resumes and current licenses for key personnel in alphabetical order by last name.









# **BRIAN BARRY**

Industrial Hygienist TEM Environmental, Inc.

### **FIELDS OF EXPERTISE**

- Project Management
- Field Personnel Coordination
- Environmental Consulting
- Asbestos Abatement Oversight
- Demolition
- Indoor Air Quality
- Asbestos Building Inspections
- Mold Assessments

### **PROFESSIONAL SUMMARY**

Mr. Barry is responsible for implementation of the asbestos project design for asbestos abatement projects. Mr. Barry has 25 years of experience in environmental consulting, primarily in asbestos, lead, and industrial hygiene. Mr. Barry has completed oversight for small residential to commercial and all levels of public and government.

### EDUCATION

Associate degree – College of DuPage, Wheaton, Illinois Columbia College, Chicago, Illinois

### CERTIFICATIONS

- Asbestos Building Inspector, Air Sampling Professional, and Project Manager
- XRF Manufacturer Training for RMD, Niton and Scitec
- Radiation Training
- RRP Certified
- AIHA Registered Asbestos Analyst

### SELECT PROJECT EXPERIENCE

### Chicago Public Schools, Chicago, Illinois

Mr. Barry serves as a licensed Asbestos Building Inspector/Asbestos Project Manager/Air Sampling Professional supporting asbestos abatement projects conducted for the Chicago Public Schools. Mr. Barry was responsible for enforcing the contract specifications and the Illinois Department of Public Health regulations for school abatement projects. Mr. Barry conducted project management services by entering the asbestos containment on a regular basis and conducts daily air monitoring and final clearance air sampling. Mr. Barry is responsible for all project recordkeeping and documentation.

### Public Building Commission of Chicago (PBCC), Chicago, Illinois

Mr. Barry served as an Asbestos Building Inspector/Lead Sampling Technician during the survey phase of the PBCC SIP Project. As an Asbestos Building Inspector, Mr. Barry assisted the senior project management staff during site investigations for planned renovation projects to be performed within the Chicago Public Schools. Mr. Barry was responsible for identifying suspect asbestos-containing materials, collecting representative bulk samples of suspect materials for laboratory analysis, and reviewing previous asbestos reports completed for the schools. Mr. Barry also assisted the design team by recording data during the lead-based paint investigations conducted.

### Crystal Lake School District, Crystal Lake, Illinois

Mr. Barry served as the licensed Asbestos Project Manager/Air Sampling Professional during asbestos abatement projects conducted for the Crystal Lake School District in Crystal Lake, IL. Mr. Barry was responsible for enforcing the contract specifications and the Illinois Department of Public Health regulations for school abatement projects. Mr. Barry conducted project management services by entering the asbestos containment on a regular basis and conducted daily air monitoring and final clearance air sampling. Mr. Barry was responsible for all project recordkeeping and documentation.

### Sterling Community Unit School District 5

Mr. Barry served as the licensed Asbestos Project Manager/Air Sampling Professional during a 20,000 square foot field house renovation project that was completed in multiple phases.

### Community Unit School District 300

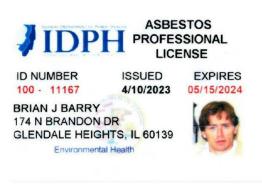
Mr. Barry served as the licensed Asbestos Project Manager/Air Sampling Professional during multiple asbestos abatement projects for this large suburban school district. Mr. Barry assisted with over 5 separate abatement projects from 2019 to 2021.

### Maine Township High School District 207

Mr Barry assisted with Maine Township 2017 Mechanical Upgrades at Maine West and Maine South High Schools, Asbestos abatement was required during the large-scale mechanical upgrade projects that included large boiler rooms at each school and multiple mechanical rooms throughout the two buildings.

### Proviso Township High School District

Mr. Barry assisted from March 2021 to January 2022 with multiple abatement projects at Proviso West and Proviso East High Schools. The district is completing a major capital improvement project in multiple phases and abatement of asbestos containing pipe insulation, duct insulation, floor tile and mastic, transite walls, sealants, etc. was required. Work included double shifts and weekends to meet the overall construction schedule.



ENDORSEMENTS	TC EXPIRES
INSPECTOR	12/16/2023
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	12/15/2023
Alteration of this license shall rr This license issued under authority Department of Public This license is valid only when acc training course certi	of the State of Illinois Health companied by a valid



ABEEN ENVIRONMENTAL, INC. ENVIRONMENTAL SCIENTISTS | INDUSTRIAL HYGIENISTS



EarthTech, In	
Asbestos Bui	ilding Inspector Refresher
Т	HIS CERTIFIES THAT
	Brian Barry
Has successfully completed the IL and IN	Approved Asbestos Training Course and passed the Examination
for purposes of accreditation under section	Approved Asbestos Training Course and passed the Examination on 206 of Title II, 15 USC 2646 of the Toxic Substances Control Act 16 IAC 18-2. Conducted by EarthTech, Inc 630-417-6951
for purposes of accreditation under section	on 206 of Title II, 15 USC 2646 of the Toxic Substances Control Act 6 IAC 18-2. Conducted by EarthTech, Inc
for purposes of accreditation under section (TSCA) and 326	on 206 of Title II, 15 USC 2646 of the Toxic Substances Control Act 16 IAC 18-2. Conducted by EarthTech, Inc 630-417-6951

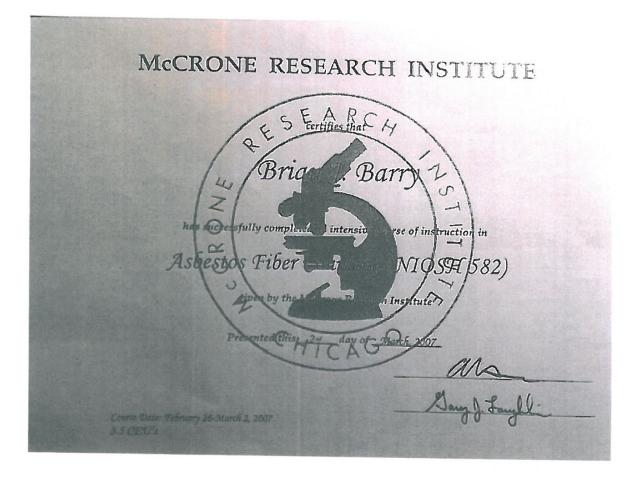




	EarthTech,	Inc.	435 Shadow	Wood Drive, Yorkville, IL 60	9560
		ontractor / Supe	ervisor Refre	esher	
		THIS CERTIFIES TH	AT		
		Brian Barry			
Ha for	s successfully completed the IL purposes of accreditation under and 326 IAC 18-2. Conduc	and IN Approved Asbestos Tra section 206 of Title II, 15 USC cted by EarthTech at 435 Shac	2646 of the Toxic Sub	stances Control Act	
CI	ASS DATES: 12/15/2022		EXAMINATION:	12/15/2022	
	ASS DATES: 12/15/2022 DCATION: Amerisafe		EXAMINATION: EXPIRATION:	12/15/2022 12/15/2023	













# Thermo Scientific Niton XRF Analyzer Operator's Training Certificate

This is to certify that

# **Brian Barry**

has successfully completed the Thermo Fisher Scientific Niton XRF Analyzer Operational Training Course. The topics of this course include device configuration, sample preparation, safe operation and analysis, interpretation of results, and routine maintenance of the Thermo Scientific Niton XRF Analyzer.

Course date: <u>2019-03-08</u> Location: <u>Glendale Heights, IL</u> Certificate Number: <u>TR20190331872 - OP0030z00002UQNBC</u>



Peter Anzalone Global Commercial Operations Director



Part of Thermo Fisher Scientific









# Lori Boersma

Assistant Laboratory Manager TEM Environmental, Inc.

### **FIELDS OF EXPERTISE**

- Asbestos Polarized Light Microscopy
- Phase Contrast Microscopy
- Transmission Electron Microscopy Preparation

### **PROFESSIONAL SUMMARY**

Lori Boersma is responsible for daily execution and oversight of TEM Environmental, Inc. laboratory services. Lori has 22 years of experience in analytical methods for the identification of asbestos. Lori is proficient in Polarized Light Microscopy (PLM) and Phase Contrast Microscopy (PCM). Lori manages all facets of our laboratory services from administrative to managerial. She also manages client analytical needs from residential to commercial and all levels of public and government. Sample analysis is expected on weekends and on an immediate basis, and Lori consistently meets or exceeds client turnaround times for all samples.

### **EDUCATION**

BA, St. Mary's College, Winona, MN

### CERTIFICATIONS

- American Industrial Hygiene Association Registered Asbestos Analyst
- National Voluntary Laboratory Accreditation Program Accredited Asbestos Analysis
- NIOSH 582 Sampling and Analysis of Airborne Fibers

### SELECT PROJECT EXPERIENCE

*Maine Township High School District 207, Maine Township, Illinois.* Analysis of bulk samples using Polarized Light Microscopy, analysis of daily air samples by Phase Contrast Microscopy for two large mechanical upgrade projects at Maine West and Maine South High Schools.

*Marist High School, Chicago, Illinois,* Analysis of bulk samples using Polarized Light Microscopy, analysis of daily air samples by Phase Contrast Microscopy for the 2017-2018 Monastery Conversion Project.

*Illinois Capitol Development Board at Northern Illinois University, DeKalb*, Stevens Hall Demolition and Renovation: all bulk samples analyzed using Polarized Light Microscopy, all daily and clearance Phase Contrast Microscopy samples.

*Illinois Capitol Development Board at College of DuPage, Glen Ellyn,* Demolition of Buildings K, L, M and OCC: all daily and clearance Phase Contrast Microscopy samples. *Rock Valley College, Rockford,* Classroom Building 1 Renovation: all daily and clearance Phase Contrast Microscopy.

*Joliet Junior College, Joliet, E Building Science Lab Renovation:* all bulk samples analyzed using Polarized Light Microscopy, all daily and clearance Phase Contrast Microscopy samples.

**Reliable Environmental Services, Springfield Illinois,** analysis of bulk samples for asbestos using polarized light microscopy. Sample batch sizes range from a few samples to hundreds of samples with turn around times ranging from routine to weekend/off-hours RUSH.

*Weaver Consulting, Chicago,* Illinois analysis of bulk samples for asbestos using polarized light microscopy. Sample batch sizes range from a few samples to hundreds of samples with turnaround times ranging from routine to weekend/off-hours RUSH.



# **MICHAEL CADDY**

Environmental and Industrial Hygienist , CADD Operator TEM Environmental, Inc.

### **FIELDS OF EXPERTISE**

- Asbestos Consulting Services
- Lead Inspector
- Remediation Design
- Hazardous Material Management
- CADD Software Operator, Project design creation and processing
- Field Operations Logistics, Planning and Supply
- Equipment and Instrument Maintenance

### **PROFESSIONAL SUMMARY**

Michael Caddy focuses on Building Inspections, project logistics planning, oversight, sample collection and transport, instrument operation, scribing and recordkeeping and equipment and instrument maintenance. Mike is an experienced asbestos project manager as well as an asbestos air sampling professional. Mike has experience as a CAD software technician, and assists in field, operational, and administrative tasks in all areas of the company.

### **EDUCATION**

United States Marine Corps, 2014 – 2018

### CERTIFICATIONS

- Asbestos Project Manager
- Air Sampling Professional
- Lead Building Inspector
- Certified XRF Operator
- HAZWOPER
- NIOSH 582
- Asbestos Analyst Registry
- RRP Certified

### SELECT PROJECT EXPERIENCE

Currently assisting ongoing asbestos, lead and industrial hygiene inspection, design and remediation oversight work for numerous public-school districts including East Aurora School District 131, Community Unit School District 300, Sterling Community Unit School District 5, and Chicago Public Schools.

#### East Aurora School District 131

Assisted in all phases of this exterior window removal project at various school locations throughout the district including CAD design processing, project supply and coordination, sample collection and project oversight.

### **Chicago Public Schools**

Assisted in the planning, project supply and coordination, sample collection and project oversight of annual, district-wide, testing of each individual school's indoor air quality (IAQ). Mike has successfully completed 300 IAQ surveys in the last 3 years.

#### **Central School District 301**

Assisted in all phases of this exterior window removal project at Central Middle School, including CAD design processing, project supply and coordination, sample collection and project oversight.

### Community Unit School District 300

Assisted in project design activities, including CAD design processing, and project supply and coordination, for an abatement project of a floor containing Mercury located at Dundee Crown Highschool. Assisted in project oversight and sample collection activities for the duration of the project.

#### Cary Park District, Community Center Pool

Assisted in all phases of this exterior pool coping removal project, including asbestos floor tile mastic abatement in Pool House. Phases included CAD design, project supply, coordination, sample collection and oversight.

### **Ohio School District 17**

Assisted in the pre-renovation site survey of Ohio High School, survey responsibilities included the evaluation of ceilings, plaster, mechanical equipment above ceilings for asbestos, sample collection of suspect building materials, and design of any required abatement.

### Sterling School District 5

Assisted in the inspection of a 2-year major capital renovation project at Sterling High School, inspection responsibilities included the evaluation of ceilings, plaster and mechanical equipment above ceilings for asbestos, sample collection of suspect building materials, and design of any required abatement.

### Chicago Public Schools, Wentworth Elementary School

Assisted in the evaluation, project management, and clearance of an emergency lead-based paint clean-up of an entire school building. Work required regular 24-hour efforts to complete response actions prior to school opening.

### **Roto Rooter Plumbing & Drain Service**

Mr. Caddy is part of an ongoing, on call, emergency rapid-response team for Roto Rooter. This involves conducting limited asbestos inspections of areas affected by flooding in residential and commercial properties throughout the greater Chicagoland region, including southeastern Wisconsin and northwest Indiana. He has conducted numerous on-call onetime inspections.



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



ENVIRONMENTAL SCIENTIST INDUSTRIAL HYGIENISTS



EarthTech, Inc.	435 Shad	ow Wood Drive, Yorkville, IL 60560
Asbestos Contracto	or / Supervisor Ref	resher
THIS C	ERTIFIES THAT	
	ke Caddy	
Has successfully completed the IL and IN Appro for purposes of accreditation under section 206 o and 326 IAC 18-2. Conducted by Earth	of Title II, 15 USC 2646 of the Toxic	Substances Control Act
01400 04750 3460000	EVAMINATION	3(16/2023
CLASS DATES: 3/16/2023 LOCATION: Amerisafe	EXAMINATION: EXPIRATION:	3/16/2023 3/16/2024







This is to certify that

**Michael Caddy** 

has completed the course

### Sampling and Evaluating Airborne Asbestos Dust **NIOSH 582**

Course Date: May 19-28, 2021

Contact Hours: 35

Certificate Number: NIOSH 582-2021-01

Course Instructor, James Tuinenga, CIH

630-790-0880 | INFO@TEM-INC.COM 174 N BRANDON DRIVE | GLENDALE HEIGHTS, ILLINOIS 60139



ENVIRONMENTAL SCIENTISTS | INDUSTRIAL HYGIENISTS





# LEAD INSPECTOR

LEAD ID ISSUED 1003033 12/5/2022 EXPIRES 1/31/2024

Michael R Caddy 174 N BRANDON DR GLENDALE HEIGHTS, IL 60139 LEAD PROGRAM



Environmental Health

Alteration of this license shall result in legal action INSPECTOR CERTIFICATE EXPIRES 2/24/2024

This license issued under authority of the State of Illinois -Department of Public Health This license is valid only when accompanied by a valid training course certificate

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



























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### **Curtis R. Cannon**

Senior Project Manager

### **FIELDS OF EXPERTISE**

- Soil Testing
- Site Remediation
- Asbestos Consulting Services
- Lead Consulting Services
- Mold Management
- Site Safety
- Indoor Air Quality
- Soil and Ground Water Sampling

### **PROFESSIONAL SUMMARY**

Curtis Cannon has over 33 years of experience providing project management and technical support for a wide array of environmental consulting services, including soil screening and sampling, UST removal oversight, site remediation, and ground water monitoring, asbestos inspection, abatement oversight, lead inspection, lead mitigation management, mold and indoor air quality assessments, and emergency response.

### **EDUCATION**

BS Environmental Sciences - Indiana State University 1989

McCrone Research Institute: NIOSH 582-Fiber Counting 1990 Institute Indoor Air Quality, Identification of Fungal Spores & House Dusts 2001

Moraine Valley Community College: Environmental Site Assessments/ ASTM Standards 1994 RMD's LPA-1 Lead Paint Inspection Training 1995

### CERTIFICATIONS

- Asbestos Inspector Illinois and Wisconsin
- Asbestos Project Manager IDPH
- Air Sampling Professional IDPH
- NIOSH 582, Asbestos Analyst Registry
- Lead Risk Assessor IDPH
- XRF Manufacturer Training for (NITON)
- HAZWOPER Training

### SELECT PROJECT EXPERIENCE

### Chicago Public Schools District #299 (CPS) - Environmental and Industrial Hygiene Services

Mr. Cannon serves Chicago Public School performing Indoor Air Quality Assessments, Asbestos and Lead-Based Paint Inspections, Abatement Oversight, Air Monitoring and Recordkeeping. Mr. Cannon has 30 years of experience in the asbestos, lead and environmental industry and is a leader in managing site remediation work and ensuring compliance with regulatory requirements. Mr. Cannon works closely with abatement contractors and General Contractors executing abatement projects in School Buildings.

### City of Chicago Department of Environment - Soil Screening and Testing 1995-2005

Conducted soil confirmation sampling from underground storage tank (UST) removal excavations for Chicago Department of Environment cleanup sites in accordance with IEPA leaking underground storage tank (LUST) and site remediation program (SRP) requirements.

### New England Builders, Downers Grove, IL – Soil Screening and Testing 2005

Conducted environmental oversight and soil screening of excavated soils for Acadia on the Green development in Downers Grove, Illinois. Utilized photoionization detector (PID), performed visual inspection and discerning of emitted odors. 14,000 tons of impacted soils disposed as special waste.

#### Commercial Airline Company, O'Hare International Airport – Site Remediation 2011

Assisted in field activities, confirmation water sampling and field escort/oversight of various contractors during clean-up activities of PCB contaminated sewer lines within a maintenance building facility.

### Newport Chemical Depot Reuse Authority, Newport, Indiana – Site Remediation

Field supervisor for site remediation activities of PCB and asbestos impacted soils. Tasks included project oversight, sampling, field measurements, and prepping samples for laboratory analysis.

### East Aurora School District #131 - Environmental and Industrial Hygiene Services

Mr. Cannon served EASD 131 with a variety of environmental services. Mr. Cannon Performed asbestos project management and air sampling prior to building demolition project. Also performed pre-renovation asbestos inspections for MEP Upgrade Project.

### South Beloit Community Unit School District #320

Performed asbestos abatement project management and air sampling to support an HVAC renovation project. Project included multiple work areas and expedited schedule. Mr. Cannon ensured abatement compliance and recordkeeping and prepared all required abatement reports for district and IDPH.

#### Underwriters Laboratories, Inc., Northbrook, IL

Performed asbestos abatement project oversight, air monitoring, clearances and recordkeeping to support the removal of asbestos containing thermal insulating materials and fireproofing from UL Building 6A Boiler Room. Project was completed in phases to support temporary shutdowns of hot equipment. Project was successfully completed during winter schedule and within an occupied building. Mr. Cannon was part of key personnel on project and reported daily to UL Facilities Maintenance personnel.



ID NUMBER 100 - 03976

ISSUED **EXPIRES** 2/17/2023 05/15/2024 CURTIS R CANNON

1261 QUAIL RUN BOLINGBROOK, IL 60490 Environmental Health



ENDORSEMENTS	TC EXPIRES
INSPECTOR	11/11/2023
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	11/19/2023
Alteration of this license shall re This license issued under authority o Department of Public This license is valid only when acco training course certifi	of the State of Illinois Health ompanied by a valid









# Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

### Curtis R. Cannon

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

Course Date: 11/11/2022

Exam Date: 11/11/2022

Expiration Date: 11/11/2023

Certificate Number: BIR2211113637

Kath, De Salvo-

Kathy DeSalvo, Director









# Asbestos Abatement Supervisor Refresher

Occupational Training & Supply, Inc. certifies that

### Curtis R. Cannon

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

Course Date: 11/19/2022

Exam Date: 11/19/2022

Expiration Date: 11/19/2023

Certificate Number: ASR2211193746

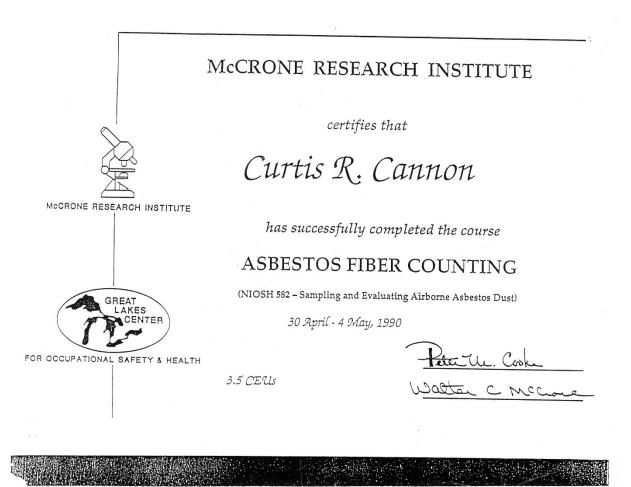
the De Salvo

Kathy DeSalvo, Director



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# IDPH LEAD RISK ASSESSOR LICENSE

LEAD ID ISSUED 001190 12/8/2022 EXPIRES 1/31/2024

Curt Cannon 1261 Quail Run Bolingbrook, IL 60490



Alteration of this license shall result in legal action **RISK ASSESSOR CERTIFICATE EXPIRES** 11/28/2025 This license issued under authority of the State of Illinois -Department of Public Health This license is valid only when accompanied by a valid training course certificate If found return to 525 W. Jefferson St Springfield, IL 62761









## Lead Risk Assessor Refresher

Occupational Training & Supply, Inc. certifies that

### Curtis R. Cannon

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

Course Date: 11/28/2022 Exam Date: 11/28/2022 Expiration Date: 11/28/2025 Certificate Number: LRAR2211283835

Kistina Miczek

Kristina Miczek, Training Manager











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### **MICHAEL DUDDLESTON**

Industrial Hygiene & Environmental Health and Safety Coordinator TEM Environmental, Inc.

### **FIELDS OF EXPERTISE**

- Lead Consulting Services
- Asbestos Consulting Services
- Mold Management
- Site Safety
- Quality Control and Record Keeping
- Hazardous Material Management
- Environmental Health and Safety Policy

### **PROFESSIONAL SUMMARY**

Michael Duddleston is TEM's newest Asbestos Building Inspector and Lead Risk Assessor. With ten years of experience, his focus has been on managing asbestos abatement jobs in schools or private industrial settings. While having over site of up to 15 workers performing different tasks. Throughout the years Mr. Duddleston has also sampled various environmental concerns such as radiation, heavy metals, noise, silica, and coring samples. Mr. Duddleston is TEM's Environmental Health and Safety Coordinator.

### **EDUCATION**

B.S. Occupational Health and Safety from Illinois State University (2014)

### CERTIFICATIONS

- Asbestos Building Inspector IDPH
- Project Manager IDPH
- Air Sampling Professional IDPH
- NIOSH 582, Asbestos Analyst Registry
- Lead Risk Assessor IDPH
- XRF Manufacturer Training for Niton
- Radiological Worker Training Level II
- HAZWOPER

### SELECT PROJECT EXPERIENCE

### Chicago Public Schools District #299 (CPS) - Environmental and Industrial Hygiene Services

Mr. Duddleston performed Indoor Air Quality investigations and visual assessments of building conditions related to peeling paint, mold, and deteriorated plaster as part of the 2022 Fall/Winter IAQ project for Chicago Public Schools. Mr. Duddleston performed assessments utilizing direct read instrumentation and recorded measurements and details of visual assessments daily. Mr. Duddleston has also performed renovation inspections for asbestos and lead-based paint to support Capital Improvement projects and Facilities Operations and Maintenance projects. Mr. Duddleston also assists evaluation of data and support during asbestos/lead abatement projects by performing project management and air sampling.

#### Argonne National Laboratory

Completed multiple abatement and sampling projects across the Argonne site. Receiving Radiological Worker Training Level 2, conducted lead sampling on components of the Advanced Photon Ring during shut down periods. Coordinated Abatement of lead shielding at other high-risk locations. All jobs required a concise understanding of Argonne's EHS policies and JSA procedures.

### Tootsie Roll and Ferrero Chocolate

Served as project manager during asbestos/lead removal inside each factory during hours of operation. Utilizing knowledge of the CFR and FDA, Mr. Duddleston worked with on-site supervisors to meet multiple regulatory demands and to remove environmental hazards safely without impeding production for each facility.

#### East Maine Township School District

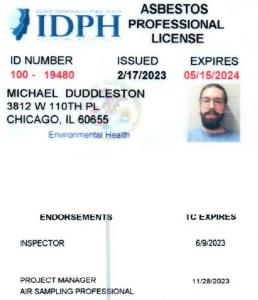
Assisted in project design activities, including inspection reports, background air sampling and coordination, for a multi school summer asbestos abatement project. This project included rotating shifts, varying removal material and methods, client and contractor communication to complete the project on time.

### CSL Behring

Project planning and management on numerous environmental concerns at a pharmaceutical plant. 42 buildings have active lead, asbestos, or mold mitigation projects. Performed on demand sampling for the above concerns plus PCB's, silica, and mercury. All projects accomplished safely keeping with all respective government agencies rules and regulations.

#### **Roto Rooter Plumbing & Drain Service**

Mr. Duddleston is part of an ongoing, on call, emergency rapid-response team for Roto Rooter. This involves conducting limited asbestos inspections of areas affected by flooding in residential and commercial properties throughout the greater Chicagoland Region, including southeastern Wisconsin and Northwest Indiana. He has conducted numerous oncall one-time inspections.



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Occupational Training & Supply, Inc. certifies that

### Michael Duddleston

has successfully completed the Asbestos Building Inspector Initial 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: 6/7/2022 - 6/9/2022

Exam Date: 6/9/2022

Expiration Date: 6/9/2023

Certificate Number: ABI2206091522

Kathy DeSalvo, Director



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# Asbestos Abatement Supervisor Refresher

Occupational Training & Supply, Inc. certifies that

### Michael Duddleston

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

Course Date: 11/28/2022

Exam Date: 11/28/2022

Expiration Date: 11/28/2023

Certificate Number: ASR2211283866

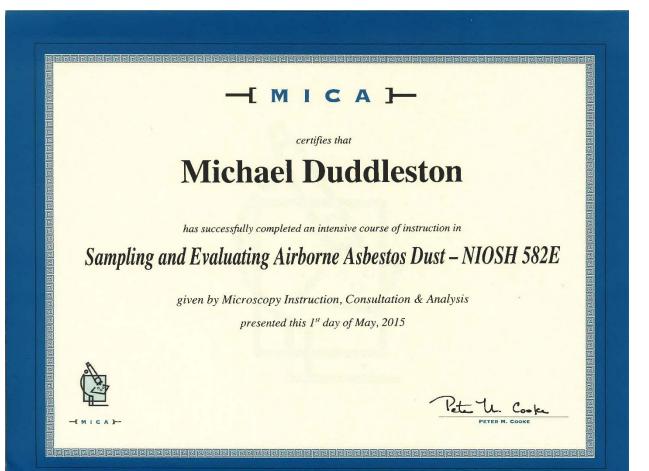
Kathy De Salvo

Kathy DeSalvo, Director











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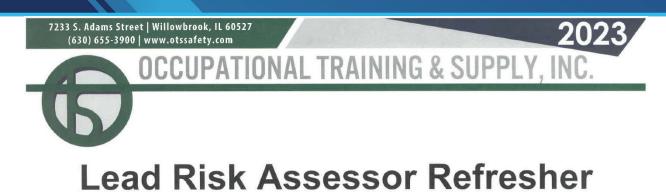
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Occupational Training & Supply, Inc. certifies that

### Michael Duddleston

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

Course Date: 5/2/2023 Exam Date: 5/2/2023 Expiration Date: 5/2/2026 Certificate Number: LRAR2305021362

Kistine Miczek

Kristina Miczek, Training Manager



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### **STEVEN J. FLEISHER**

Senior Project Manager TEM Environmental, Inc.

### **FIELDS OF EXPERTISE**

- Asbestos Consulting Services
- Lead-Based Paint Consulting Services
- Remediation Design
- Hazardous Material Management
- Construction Management
- Site Safety
- Contract Administration
- Employee Growth and Development.

### **PROFESSIONAL SUMMARY**

At TEM Environmental, Mr. Fleisher is responsible for the overall quality and execution of the services we offer our clients. Mr. Fleisher engages in all levels of company operations including site inspections, project design, and quality control. Mr. Fleisher meets regularly with architects, design teams and building owners to communicate and execute our services at the highest level. Mr. Fleisher brings over 25 years of experience in the environmental inspection and abatement industry to TEM Environmental.

### **EDUCATION**

B.S. Geography-Southern Illinois University, Carbondale, Illinois (1991)

### CERTIFICATIONS

- Building Inspector IDPH
- Air Sampling Professional -IDPH
- Asbestos Project Manager IDPH
- Lead Inspector and Risk Assessor IDPH
- XRF Manufacturer Training Niton

### SELECT PROJECT EXPERIENCE ASBESTOS MANAGEMENT

Mr. Fleisher has over twenty-five years of experience in the management of asbestoscontaining materials including asbestos inspections, OSHA consulting, abatement bid requisition, operations & maintenance program development, and remediation management. During this period, Mr. Fleisher has conducted over five-hundred asbestos surveys including facility-wide asbestos surveys of various health care, industrial, commercial, educational, and residential facilities.

#### LEAD PAINT MANAGEMENT

Mr. Fleisher has over 20 years of experience in the management of lead-based paint including exposure assessments, inspections, and mitigation management. During this time, Mr. Fleisher has conducted over 400 lead surveys including various health care, industrial, commercial, Housing of Urban Development (HUD), and residential facilities.

#### **REMEDIATION PROJECTS**

Mr. Fleisher has managed over 450 remediation projects in order to protect students, faculty, and building occupants from the various environmental conditions that may adversely affect human health. Environmental projects managed included: asbestos abatement; lead mitigation, animal excrement removal; mold and microbial remediation; and PCB ballast and fluorescent & high intensity discharge light removal.

### **MOLD & INDOOR AIR QUALITY INVESTIGATION**

Mr. Fleisher has conducted several mold investigations for residential, educational, and commercial facilities. During this period, Mr. Fleisher has conducted; water sampling; mold and bacteria sampling; and volatile organic compound sampling, and report writing.

### FIRE & SMOKE DAMAGE INVESTIGATION

Mr. Fleisher has conducted several fire & smoke damage investigations for residential and commercial facilities. During this period, Mr. Fleisher has conducted; wipe sampling; asbestos bulk sampling; and report writing.

### BLOOMINGDALE SCHOOL DISTRICT 13 & SUMMIT SCHOOL DISTRICT 104 -ENVIRONMENTAL AND INDUSTRIAL HYGIENE SERVICES

For over 10 consecutive years Mr. Fleisher served as a primary resource and Account Manager for environmental services to support School District 13 and 104. Environmental Services managed by Mr. Fleisher included Major Capital Projects as well as Facilities Management on-going building Operations & Maintenance and Emergency Responses.



### ASBESTOS PROFESSIONAL LICENSE

ID NUMBER ISSUED 100 - 07745 STEVEN J FLEISHER

AURORA, IL 60504

**EXPIRES** 2/21/2023 05/15/2024



ENDORSEMENTS TC EXPIRES INSPECTOR 1/13/2024 PROJECT MANAGER 11/28/2023 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.

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# OCCUPATIONAL TRAINING & SUPPLY,

# Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that Steven Fleisher

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

Course Date: 1/13/2023

Exam Date: 1/13/2023

Expiration Date: 1/13/2024

Certificate Number: BIR2301130071

latty De Salvo

Kathy DeSalvo, Director







7255 5. Adams Street | Willowbrook, IL 60527 (630) 655-3900 | www.otssafety.com

# Asbestos Abatement Supervisor Refresher

**ATIONAL TRAINING & SUPPLY** 

Occupational Training & Supply, Inc. certifies that Steven Fleisher

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

Course Date: 11/28/2022

Exam Date: 11/28/2022

Expiration Date: 11/28/2023

Certificate Number: ASR2211283867

Kathy DeSalvo, Director



HE TEMENVIRONMENTAL, INC. ENVIRONMENTAL, INC.



### McCRONE RESEARCH INSTITUTE

certifies that

Steven J. Fleisher

has successfully completed an intensive course of instruction in Asbestos Fiber Counting [NIOSH 582]

given by the McCrone Research Institute

Presented this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

n

Course Date: January 28-February 1, 2013



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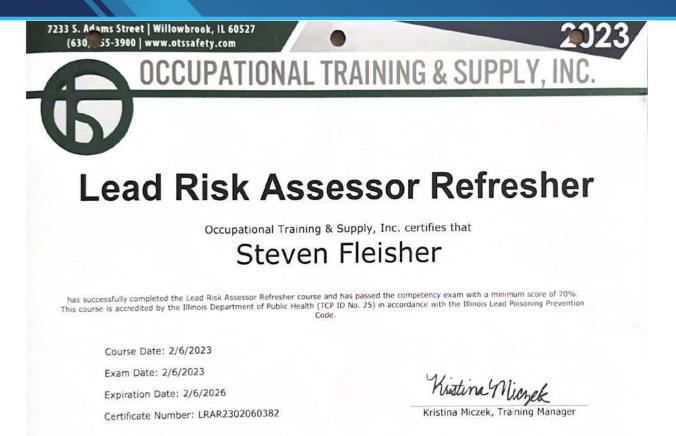


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### **TAB 2 – FIRM QUALIFICATIONS**



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### **TAB 2 – FIRM QUALIFICATIONS**





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### **TAB 2 – FIRM QUALIFICATIONS**





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### Veronica Garduno

Laboratory Manager TEM Environmental, Inc.

### **FIELDS OF EXPERTISE**

- Asbestos Analysis Light Macroscopy Electron Microscopy,
- Asbestos Analysis Polarized Light Microscopy
- Asbestos Analysis Phase Contrast Microscopy

### **PROFESSIONAL SUMMARY**

Veronica Garduno is responsible for daily execution and oversight of TEM Environmental, Inc. laboratory services. Veronica has twenty years of experience in analytical methods for the identification of asbestos.

Veronica is proficient in Transmission Electron Microscopy (TEM), Polarized Light Microscopy (PLM) and Phase Contrast Microscopy (PCM). Veronica manages all facets of our laboratory services from administrative to managerial; NVLAP Accreditation/AIHA, AAR/AIHA and ELPAT program participation and proficiency testing. She also manages client analytical needs from residential to commercial and all levels of public and government. Sample analysis is expected on weekends and on an immediate basis, and Veronica consistently meets or exceeds client turnaround times for all samples.

### **EDUCATION**

Bachelor of Science – Chemical Engineering, National Autonomous University of Mexico (2000)

### CERTIFICATIONS

- Asbestos Identification McCrone Research Institute (2002)
- Advanced Asbestos Identification McCrone Research Institute (2004)
- NIOSH 582 Sampling and Analysis of Airborne Fibers
- American Industrial Hygiene Association Registered Asbestos Analyst (inactive)

### SELECT PROJECT EXPERIENCE

Maine Township High School District 207 - Analysis of Air samples following Appendix A of the AHERA Regulations (40 CFR part 763) the requirements of the National Voluntary Laboratory Accreditation Program (NVLAP) and compliance whit the ISO17025:2017 standard, Analysis of daily air samples by Phase Contrast Microscopy (All sample analysis following the procedures documented in the NIOSH 7400 Method) for major facilities upgrade projects at Maine East, Maine West, and Maine South High Schools.

**Joliet Junior College, Joliet.** G Building Police Department Renovation: Analysis of Air samples following AHERA Regulations, analyzed daily samples using Phase Contrast Microscopy.

**East Aurora School District 131, Aurora, Illinois.** Analysis of Air samples by TEM following AHERA Regulations, analysis of daily air samples by Phase Contrast Microscopy, Analysis of bulk samples Following EPA 600/M4-82-020 and EPA 600/R-93/116 test method and the requirements of the National Voluntary Laboratory Accreditation Program (NVLAP) including compliance whit the ISO 17025:2017 standard, for renovations at several district schools.

**Reliable Environmental Services,** Springfield Illinois, analysis of air samples by TEM using 7402 Method in conjunction with phase contrast microscopy method 7400, analysis of Air samples by TEM following AHERA Regulations, bulk samples for asbestos using polarized light microscopy. Sample batch sizes range from a few samples to hundreds of samples with turnaround times ranging from routine to weekend/off-hours RUSH.

**AECOM,** Chicago, Illinois analysis of Water samples By TEM using Method 100.2 Determination of asbestos structures over 10 µm in length in drinking water.

### PREVIOUS RELEVANT EMPLOYMENT

**RCM Laboratories Inc.,** Veronica was employed at RCM Laboratories from 2002 to 2015 when RCM closed their laboratory. At the conclusion of her employment Veronica was the Quality Assurance Coordinator and was responsible for all QA functions and maintenance of the NVLAP/AIHA Accreditation for the asbestos and lead laboratories.



## **KATHLEEN A GENESER**

President TEM Environmental, Inc.

#### **FIELDS OF EXPERTISE**

- Asbestos, Lead Based Paint, Mold and Industrial Hygiene Project Operations Management
- Staff, Field Project and Laboratory Supervision and Coordination
- Supervision of Office Management
- Accounts Payable
- Accounts Receivable
- Human Resources
- Payroll
- Information Technology

#### **PROFESSIONAL SUMMARY**

Kathleen Geneser is responsible for overseeing daily operations of TEM Environmental, Inc., including client relations, project management, billing, accounts payable and accounts receivable. Kathy meets and directs senior managers who direct field staff. Kathy manages day-to-day responses and client requests and assigns appropriate staff to respond. Kathy manages TEM Environmental's professional staff. Kathy is responsible for the overall quality and execution of the services we offer our clients.

#### **EDUCATION**

BS Elementary Education – Illinois State University

#### CERTIFICATIONS

- NIOSH 582 Sampling and Analysis of Airborne Fibers
- Certified XRF Operator
- Contractor/Supervisor Refresher Training
- Asbestos Building Inspector Refresher Training
   Asbestos Management Planner Refresher
- Training
- Asbestos Designated Person Training
- Lead in Drinking Water Training
- 2 Hour Asbestos Awareness
- Renovation Repair and Painting Certification
- Notary Public

#### SELECT PROJECT EXPERIENCE

Responsible for quality control and execution of services in support of asbestos services, project management oversight and recordkeeping for Evergreen Park School District 124, East Aurora School District 131, Community Unit School District 300, North Chicago School District 187, Maercker School District, Sterling Community Unit School District 5, Maine Township School District 207, Oregon School District 220, South Beloit School District 320, Mundelein School District 120, Elementary School District 159, and many others.

#### **Community Unit School District 300**

Coordinated and completed the 27-school district Lead in Drinking Water Sampling project in 2017. Responsible for quality control of all data and reporting.

#### South Beloit Community Unit School District 320

Coordinated and completed the district wide Lead in Drinking Water Sampling project in 2017. Responsible for quality control of all data and reporting.

#### **Riverdale School District**

Responsible for QA/QC review of Overall Project Management of asbestos abatement and for the Riverdale High School bathroom upgrade project during the summer of 2020.

#### Sterling Community Unit School District 5

Responsible for QA/QC review of Overall Project Management of asbestos abatement and mold remediation for major mechanical upgrade project and interior renovation.

#### Roto Rooter – Emergency Response

Since 2019, Kathy has been responsible for coordinating the emergency response services required by Roto Rooter throughout Chicago and suburbs, southeast Wisconsin, and Northwest Indiana. Kathy has been the 24/7 emergency contact that coordinates the required response from TEM Environmental, Inc.

#### Managing Environmental Consultant – CPS

Kathy assists with the coordination and all administrative functions while providing environmental consulting services for 216 Region 5 and 6. Services include emergency response and other consulting services for environmental hazards including asbestos, leadbased paint, mold, and indoor air quality. Kathy also manages subcontractors and compliance with Affirmative Action and Board of Education Policies.

#### Emergency Response Point of Contact for TEM Environmental, Inc. and Analytical Services

24/7 emergency point of contact for all TEM Environmental consulting and analytical services. Coordinates and manages staff to provide required support for the emergency response or sample analysis.

	Katleen A Geneser
is is to certify that	210 Barnside Circle, Geneva, IL 60134 has completed the
	Day (8-hour) Training Program for Lead Safety for Remodeling, Repair accordance with 40 CFR Part 745.90 (A); and successfully passed on <sup>019</sup> the examination with a minimum score of 70%.
10/29/2019 Course Dates:	Expression Real Three SAFETY - Office Birth Call
10/29/2024	Willister Duridy
xpires: B-I-18615-19-00289	Director of Training Nicholas J. Peneff Doctor of Public Health Form# L-0211



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This is to certify that Kathleen Geneser

has completed the course

#### Sampling and Evaluating Airborne Asbestos Dust

**NIOSH 582** 

Course Date: February 11 -15, 2019

Certificate Number: <u>NIOSH 582-2019-01</u>

Contact Hours:

Course Instructor, James Tuinenga, CIH

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CUSTOMER -RAININ

# Thermo Scientific Niton XRF Analyzer Operator's Training Certificate

This is to certify that

## Kathleen Geneser

has successfully completed the Thermo Fisher Scientific Niton XRF Analyzer Operational Training Course. The topics of this course include device configuration, sample preparation, safe operation and analysis, interpretation of results, and routine maintenance of the Thermo Scientific Niton XRF Analyzer.

Course date: <u>2016-08-08</u> Location: <u>Glen Ellyn, IL</u> Certificate Number: <u>OP00360000025rEyo</u>

Page 74



Randy Wertz Director, America Sales

Part of Thermo Fisher Scientific

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SCIENTIFIC











#### **REBECCA GENESER**

*Office Manager and Administrative Coordinator TEM Environmental, Inc.* 

#### **FIELDS OF EXPERTISE**

- Coordination and Administration
- Record Keeping
- Fundamental understanding of Industrial Hygiene, asbestos, and lead based paint

#### **PROFESSIONAL SUMMARY**

Rebecca Geneser is responsible for assisting with the daily operations of TEM Environmental, Inc., including client relations, project management company certification and recordkeeping. Ms. Geneser has technical skills and knowledge in Industrial Hygiene and frequently assists on-site with difficult and complicated projects.

#### **EDUCATION**

Associate in Science – Waubonsee Community College

#### CERTIFICATIONS

- NIOSH 582 Sampling & Analysis of Airborne Fibers
- Two Hour Asbestos Awareness Training
- Certified XRF Operator
- Notary Public

#### TEM ENVIRONMENTAL, INC. Responsibilities

- Manages the day-to-day needs of the office and coordinates all aspects of TEM Environmental, Inc.'s administration.
- Track and schedule licensing refresher classes for all employees
- Collect and submit company certification and licensure.
- Purchase office supplies
- Maintains all training records for the organization

#### SELECT PROJECT EXPERIENCE

Project oversight submission of asbestos abatement reports for Chicago Public Schools 299, Downers Grove Grade School District 58, East Aurora School District 131, Community Unit School District 300, North Chicago School District 187, Chaney-Monge School District 88, Maercker School District, Sterling Community Unit School District 5, Maine Township School District 207, Forest Ridge School District 142, Proviso Township High School District 209, Elgin Math and Science Academy Charter School, Evergreen Park Elementary School District 124, Berwyn North School District 98, Elementary School District 159, and many others.

#### Managing Environmental Consultant – Chicago Public Schools

Ms. Geneser assists with the daily coordination and administration for TEM Environmental, Inc.'s current Chicago Public School Managing Environmental Consulting contract. Ms. Geneser is essential in tracking all administrative functions including project budgets, recordkeeping, subcontractor assignments, purchase orders, project approvals, project close-out, etc. Ms. Geneser maintains all subcontractors' licensure and certifications and assists daily with all operations.

Additional responsibilities include drafting, submitting and tracking funding requests for Capital Design Projects and managing subconsultant project assignments. During the design phase of the Capitol Projects, Ms. Geneser tracks submittal dates, manages the deliverable design on a weekly basis, drafts 60%, 100% and OTB specifications and project manuals for all CPS design projects, draft inspection reports for all CPS design projects, submits and uploads 60%, 100% and OTB design manuals to Google Drive and eBuilder. In addition, Ms. Geneser distributes 60%, 100% and OTB Architect of Record drawings to engineering soil subconsultants.

For the CPS Oversight Process, Ms. Geneser tracks due-dates and project information for IDPH abatement reports, sends 10-Day Project Manager report forms to IDPH upon completion of abatement project, requests IDPH required contractor submittals from abatement contractor, scans, bookmark, and sends IDPH oversight abatement reports to Illinois Department of Public Health, School District, and uploads the documentation to eBuilder.

During CPS City Wide Projects, Ms. Geneser plays a vital role. Ms. Geneser assisted and managed the daily aspects of two rounds of 3-year reinspections, three rounds of indoor air quality assessments, three rounds of 6-month surveys, respiratory fit testing, asbestos awareness training, multiple city-wide construction projects. During the 3-Year reinspection projects, Ms. Geneser assign schools to IDPH Asbestos Building Inspectors, send School Information Forms to IDPH upon completion of 3 Year Reinspections, printed, bond, and coordinate delivery of reports including a transmittal letter and a school records audit form. During the Indoor Air Quality Inspections, Ms. Geneser coordinate all aspects of the 180-school project including maintaining the schedule, reporting, record keeping and all required follow-up evaluations.

#### **Chicago Public Schools City-wide Respiratory Fit Testing,** *Chicago, Illinois* Assisted in respiratory fit testing individuals required to wear respirators due to work associated with COVID-19 in 2020.

#### Maine Township High School District 207, Maine Township, Illinois Coordinated and completed the district wide Lead in Drinking Water Sampling project in

Coordinated and completed the district wide Lead in Drinking Water Sampling project 2019. Responsible for quality control of all data and reporting.



### **REBECCA GENESER**

*Office Manager and Administrative Coordinator TEM Environmental, Inc.* 

#### SELECT PROJECT EXPERIENCE, CONTINUED

#### Daniel S Wentworth Elementary School, Chicago, Illinois

Assisted in the evaluation, project management, and clearance of an emergency lead-based paint clean-up of an entire school building in 2022. Work required regular 24-hour efforts to complete response actions prior to school opening.

**EQ Office – Pointe O'Hare and Oakbrook Terrace Tower**, *Rosemont and Oakbrook*, *Illinois* Conducted Selective Indoor Air Quality Assessments (IAQ) in various floors and areas in the building for Airborne Particulate (PM-10), Temperature, Relative Humidity, Carbon Monoxide, Carbon Dioxide, Ozone, Total Volatile Organic Compounds (TVOC)

#### Creston School District 161, Creston, Illinois

Provided dedicated project oversight for the nonfriable window abatement project. project supply and coordination, sample collection.

Suburban School Designs and Responsibilities include drafting inspection reports, assisting with drafting, assembling, and distributing asbestos abatement design manuals and addendums, draft Notice to Proceed (NTP) letters, Notice to Occupant (NTO) letters, contractor recommendation letters, and bid tabulations. Ms. Geneser develops the AIA Contract Documents: A101-2017 - Standard Form of Agreement Between Owner and Contractor



#### **RYAN GENESER**

Biologist, Industrial Technician TEM Environmental, Inc.

#### **FIELDS OF EXPERTISE**

- Asbestos Sampling
- Light Microscopy Analysis
- XRF Analysis
- Project Report Drafting
- Equipment Manager
- Ecological Restoration Management Planning
- Volunteer Coordinator

#### **PROFESSIONAL SUMMARY**

Ryan Geneser is a prospective Certified Industrial Hygienist with four years of government-compliant environmental hazard management experience including, but not limited to, asbestos, lead, and glyphosate. His responsibilities include indoor air quality sampling, CAD rendering, report drafting, and nonfriable project management.

#### EDUCATION

Waubonsee Community College; Biology Associate's Degree; 2018-2020 Iowa State University; Biology Bachelor's Degree; 2020-2022 Illinois Institute of Technology; Env. Engineering Master's Degree; 2023-Present

#### CERTIFICATIONS

- IEMA Radon Measurement Professional; Residential, Commercial
- NRPP Radon Measurement Professional; Residential, Commercial
- Certified XRF Operator
- NIOSH 582
- Asbestos Awareness
- Hazardous Materials & Unknown Chemical Field Testing & Classification

#### SELECT PROJECT EXPERIENCE

#### Creston School District 161

Provided project oversight for major district window demolition and replacement project that included the abatement of asbestos containing caulks and sealants. Mr. Geneser performed air monitoring, abatement oversight and project recordkeeping and ensured interior building areas were not affected by the identified asbestos containing materials. Mr. Geneser enforced the establishment of exterior regulated work areas, site safety and the protection of building areas and grounds. Mr. Geneser ensured all generated environmental waste was properly packaged, transported, and disposed of at a licensed and permitted landfill. Mr. Geneser prepared abatement closeout reports and was a significant contributor to the success of the project.

#### Northwestern Medicine – Delnor Hospital

Assisted in the inspection of newly installed HVAC systems in surgical operating areas of the hospital. Performed and collected air quality measurements and reported findings in a professional and detailed manner. Assured air systems provided a safe and sterile environment.

#### Federal Aviation Authority (FAA) - O'Hare Traffic Control Tower 1

Assisted licensed professional in the evaluation of flood impacted areas within the primary Air Traffic Control Tower at O'Hare International Airport. Evaluations included documentation of impacted building materials and the collection of samples for analytical purposes. Mr. Geneser prepared detailed recordkeeping of the event including inspection reports with photographs and laboratory results. Mr. Geneser followed strict TSA/FAA security protocols and time restraints to perform all work efficiently and within budget and schedule.

#### **Huntley Square**

Assisted IDPH licensed Asbestos Building Inspectors in the evaluation and sampling of eighteen (18) storefront properties prior to renovation/demolition. Each storefront was unique and required detailed inspection notes and material quantities for reporting purposes. Mr. Geneser collected photographs, prepared sampling chain of custody documentation, and assisted licensed personnel collecting samples. Areas of work included 65,000 Square feet of building space including exterior areas.

#### **Oakbrook Terrace Tower**

Conducted Indoor Air Quality measurements of a renovated office space using portable IAQ direct read instrumentation. Mr. Geneser documented measurements and compared results to applicable ASHRAE standards. Mr. Geneser communicated results and prepared report for client recordkeeping.

#### Lake in the Hills School, CUSD 300

Performed the collection of drinking water samples from potable water sources. Mr. Geneser documented sampling protocols and locations and coordinated laboratory analysis for lead. Sample results were compared to applicable IDPH school regulations and results were communicated to client for recordkeeping.







Ryan P Geneser

**Radon Measurement Professional** ID Number: 113619-RMP Valid 2023-04-05 - 2025-04-30

To confirm validity of this certification call 828-348-0185. Verification of adherence

to state and local regulations is advised. See reverse for specific certification designations.

#### Ryan P Geneser #113619-RMP

This individual is certified for the use of passive measurement devices to be analyzed by NRPP certified Analytical Laboratories and also certified to provide Analytical Services using the following device(s):

ES-8212 Rad Elec E-Perm SST EL-8210 Rad Elec E-Perm LLT

The radon office for the state in which this person resides may be contacted for information on radon and local requirements. For additional information contact NRPP at 828-348-0185, or visit the NRPP web-site at nrpp.info State Radon Program Contact Number: (217) 782-1325

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## State of Illinois

Governor

JB

Alicia Tate Director

## IEMA Division of Nuclear Safety

Persuant to the Illinois Radon Industry Act, 420 ILCS et seq and 32 Illinois Administrative Code 422 Licensing of Radon Detection and Mitigation Services, and in reliance on statements and representations heretofore made by licensee, a license is hereby issued.

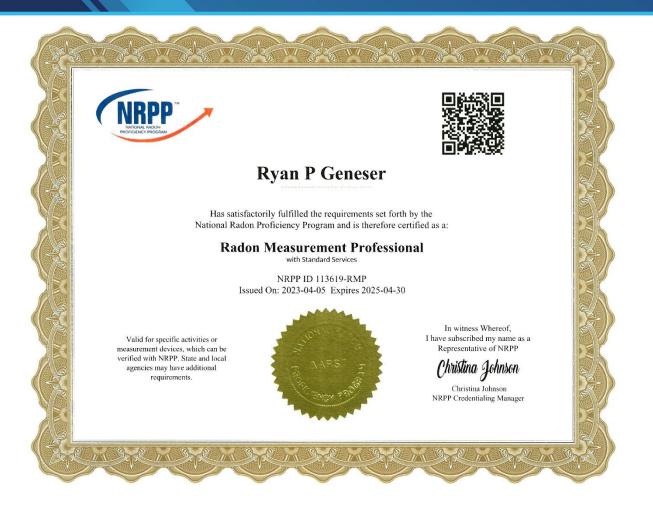
This is to certify that	Ryan Geneser
License Number	RNI20231902
has met the requirements for	Measurement Professional
Issued - Expires	4/14/2023 - 4/30/2028
Limited To	Radon measurements of residential real estate, home environment, schools, and commercial buildings only.



Patrick I Daniels, Radon Program















This is to certify that Ryan Geneser

has completed the course

### Sampling and Evaluating Airborne Asbestos Dust

#### **NIOSH 582**

Course Date: <u>May 19-28, 2021</u>

Contact Hours: 35

Certificate Number: <u>NIOSH 582-2021-02</u>

Course Instructor, James Tuinenga, CIH

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SUSTOMER 7 RAININ

# Thermo Scientific Niton XRF Analyzer Operator's Training Certificate

This is to certify that

# Ryan Geneser

has successfully completed the Thermo Fisher Scientific Niton XRF Analyzer Operational Training Course. The topics of this course include device configuration, sample preparation, safe operation and analysis, interpretation of results, and routine maintenance of the Thermo Scientific Niton XRF Analyzer.

Course date: <u>2019-03-08</u> Location: <u>Glendale Heights, IL</u> Certificate Number: <u>TR20190331866 - OP0030200002UQNCK</u>



Peter Anzalone Global Commercial Operations Director



Part of Thermo Fisher Scientific









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### **STEVEN B. GENESER**

Vice President TEM Environmental, Inc.

#### **FIELDS OF EXPERTISE**

- Contract Negotiation and Management
- Asbestos, Lead, Mold and Industrial Hygiene Project Operations Management
- Field Project Coordination and Supervision
- Client Relations

#### **PROFESSIONAL SUMMARY**

Steven Geneser assists in the management of TEM Environmental, Inc. Mr. Geneser Steve has 35 years of experience assessing, designing, and managing environmental hazards for schools, government agencies and property owners/managers. His responsibilities include technical oversight of projects, project quality assurance, contractual matters, and regulatory agency liaisons. He serves as Project Manager for many multi-disciplinary teams and designs and performs and manages comprehensive industrial hygiene and environmental projects.

#### **EDUCATION**

BS, Environmental Health and Biology, Illinois State University, Normal Illinois

#### CERTIFICATIONS

- IDPH Approve Trainer, All aspects
- NIOSH 582 Sampling & Analysis of Airborne Fibers
- Air Sampling Professional, IDPH Licensed
- Asbestos Project Manager, IDPH Licensed
- Asbestos Building Inspector, IDPH Licensed
- Asbestos Management Planner, IDPH Licensed
- Lead Inspector and Risk Assessor, IDPH
   Licensed
- 40-hour Health and Safety Training for Hazardous Waste Operations (HAZWOPER)
- Licensed Asbestos Inspector South Carolina
- Licensed Asbestos Inspector Iowa

#### SELECT PROJECT EXPERIENCE

#### ASBESTOS MANAGEMENT

#### **Community Unit School District 300**

Chicago Suburbs, Large Suburban Elementary, Middle and High School District: rapidresponse project coordination, sample collection and analysis, and data collection, interpretation and reporting. Active renovation annually for the last five years.

#### Maine Township High School District 207

Maine Township, Illinois, Overall Project Management of asbestos abatement, lead mitigation, indoor air quality surveys and mold remediation projects for the District including 250-million-dollar 5 year referendum project at including major mechanical upgrade projects and interior renovation projects at the District's buildings.

#### **Sterling Community Unit School District 5**

Sterling Illinois, Overall Project Management of asbestos abatement, lead mitigation, indoor air quality surveys and mold remediation projects for the District including major mechanical upgrade projects and interior renovation projects at the District's 7 buildings.

#### Environmental Technical Review – Public Building Commission of Chicago

Provide Environmental Technical review on active School renovation projects in design and construction phase for 3 years. Technical review included a senior level review of 8 environmental consulting firms' inspection and design plans on over 30 major renovation projects. The scope of work included asbestos, lead-based paint, mold and hazardous materials abatement and management required to complete the renovation work.

#### Illinois Capitol Development Board at Northern Illinois University

DeKalb, Stevens Hall Demolition and Renovation: asbestos inspection, design and remediation oversight.

#### **Managing Environmental Consultant – CPS**

Provide environmental consulting services to the Chicago Public School for over 250 schools in Regions 5 and 6. Conduct emergency response and other consulting services for environmental hazards including asbestos, lead-based paint, PCB's, mercury, mold and indoor air quality. Completed the 2019 and 2022 three-year reinspection cycle for all Region 5 and 6 schools. Completed approximately 600 Indoor Air Quality surveys at all Region 5 and 6 schools during three separate sampling events. Survey included immediate uploading of data and reporting of results outside of the established levels,

#### East Aurora School District 131

East Aurora School District 131 has completed 6 major mechanical Upgrade projects, three window replacement projects and two phase of sprinkler installation projects since 2020. Active projects continue and are in the design stages for the coming years.

#### Wheaton College

Wheaton, IL. Laboratory Decommissioning Investigation and Oversight: decommissioning of 6 general science laboratories prior to renovation including the oversight of the remediation of identified hazards.

#### McHenry County College, McHenry Illinois

Indoor Environmental Quality Survey in response to complaints after a roof renovation project. Industrial Hygiene services were conducted to investigate complaints.



#### **STEVEN B. GENESER**

Vice President TEM Environmental, Inc.

#### SELECT PROJECT EXPERIENCE, CONTINUED

#### Maine Township High School District 207

Maine Township, Illinois, Indoor Swimming Pool Facility: district-wide, rapid-response industrial hygiene services, project coordination, sample collection and analysis, and data collection and interpretation.

#### **Brook Forest Elementary School**

Provided emergency response and ongoing Industrial Hygiene services during construction when a major water infiltration event occurred throughout the building. Included initial response inspection, sampling and analytical services for mold, indoor air quality and asbestos. Devised and executed mold and indoor air quality clean-up oversight and monitoring strategies in coordination with TEM's CIH Mr. James Tuinenga. Developed and executed ongoing inspection and monitoring strategy in coordination with the. Project was completed in an accelerated timeframe according to the needs of the district.

#### Minooka Community Consolidated School District 201

High-profile rapid response mold and industrial hygiene investigation to assess unidentified HVAC system discharge, mold and moisture infiltration and indoor environmental conditions. Identified potential mold hazards, advised remediation procedures and ongoing monitoring practices. Enabled remediation of immediate hazards and interpreted and communicated survey results in order to keep facility open.

#### **Evergreen Management**

Provided complete asbestos abatement project oversight, air sampling and on-site analytical services during a rental development wide demolition and renovation project which required close coordination with general contractor, trades, ownership, and the abatement contractor. Also performed an historic records review, design, specifications development and sampling strategy development for the year-long project

Currently coordinating asbestos, lead and mold design and remediation oversight work for summer 2023 construction projects at the following public school districts **Maine Township High School District 207, North Chicago School District 187, Community Unit School District 300, Sterling Community Unit School District 5 and East Aurora School District 131, Chicago Public Schools. Evergreen Park School District 124, South Beloit School District 320, Mundelein School District 120, Oregon School District 220, Marist High School, Central School District 301, Forestview Valley School District 221 and many others.** 

#### **Federal Aviation Administration**

Point of contact for FAA Regional Authority including Illinois and Wisconsin. Provides ongoing asbestos, lead, mold and industrial hygiene inspection, project coordination and supervision services ranging from emergency response to long term construction.

#### Fermi Lab

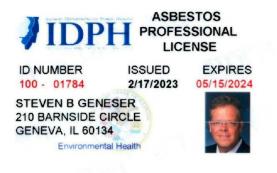
Point of contact for Fermi Lab asbestos Consulting and analysis. Provides ongoing asbestos consulting and analytical services for emergency response to scheduled construction projects.

#### This OLD HOUSE

Assisted during renovation and filming of This Old House. Service included identification of asbestos in home and monitoring the safe removal prior to disturbance. The process was filmed and included in the story documenting the renovation of the home. Featured on NBC Channel News – Vermiculite Contaminated With Asbestos

Assisted Lisa Parker during a story regarding vermiculite in homes. Transmission Electron Microscopy analysis of samples of vermiculite was required. Mr. Geneser was featured and interviewed regarding the vermiculite and provide guidance for homeowners to follow.





ENDORSEMENTS	TC EXPIRES
INSPECTOR	4/6/2023
MANAGEMENT PLANNER	4/6/2023
PROJECT MANAGER	4/5/2023
AIR SAMPLING PROFESSIONAL	
Alteration of this license shall re This license issued unde authority of Department of Public This license is valid only when acco training course certif	of the State of Illinois Health ompanied by a valid

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PUBLIC BUILDING 90 of 203 COMMISSION of Chicago

	Reliat Em Soluti	vironi	mental RES	
	This is to certify that	Steve Genese	er	
	completed the requirement	has on 04/5/23, in Sprir ents for asbestos accredit	gfield, Illinois, ation under Section 206 of TSCA Title II	
	as accredited by the State of	Tillinois and approved by	ner Refresher Training the U.S.E.P.A. under 40 CFR 763 (AHERA) with a score of 70% or higher	
	Course Date: <u>April 5, 2023</u>		COURSE LENGTH: 4 HOURS	
A CONTRACT	Examination Date: <u>April 5, 2023</u>		William S. William	
	Certificate Number: <u>MPR/0502</u>	×	Training Program Manager, William S. Williams	
	2760 W. Jefferson Street,	Springfield, Illinois 🛛	217.787.9800 🗆 www.ReliableEnv.com	



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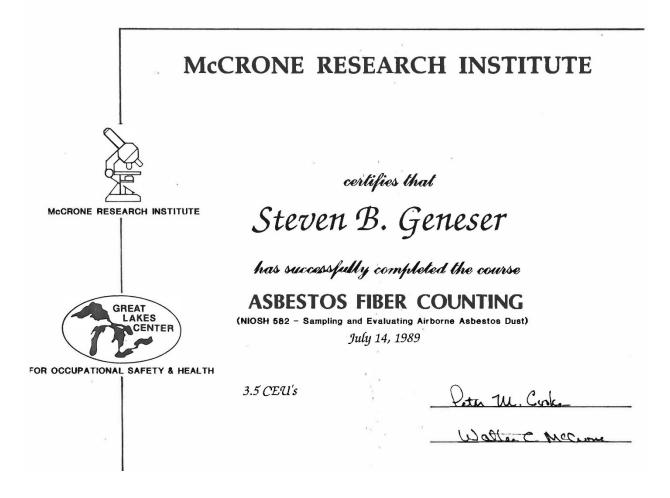


Reliable	
Environmental	
Solutions, Inc. RES	
This is to certify that Steve Geneser	
has on 04/4/23, in Springfield, Illinois, completed the requirements for asbestos accreditation under Section 206 of TSCA Title II	
Asbestos Contractor Supervisor Refresher Training	
as accredited by the State of Illinois and approved by the U.S.E.P.A. under 40 CFR 763 (AHERA) and passed the associated examination with a score of 70% or higher	
Course Date: April 4, 2023 COURSE LENGTH: 8 HOURS	
Examination Date: April 4, 2023 Expiration Date: April 4, 2024 William & William	
Certificate Number: <u>CSR/1604</u> Training Program Manager, William S. Williams	
2760 W. Jefferson Street, Springfield, Illinois 🛛 217.787.9800 🗋 www.ReliableEnv.com	















# IDPH LEAD RISK ASSESSOR LICENSE

LEAD ID ISSUED 001107 12/1/2022

Steven B Geneser 210 Barnside Cir Geneva, IL 60134



ILLINOIS LEAD PROGRAM Environmental Health

Alteration of this license shall result in legal action **RISK ASSESSOR CERTIFICATE EXPIRES** 11/23/2023 This license issued under authority of the State of Illinois -Department of Public Health This license is valid only when accompanied by a valid training course certificate If found return to 525 W. Jefferson St Springfield, IL 62761

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2020



# OCCUPATIONAL TRAINING & SUPPLY, INC. 7233 S. Adams Street | Willowbrook, IL 60527 | (630) 655-3900 | www.otssafety.com

# Lead Risk Assessor Refresher

Occupational Training & Supply, Inc. certifies that

# Steve Geneser

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

Course Date: 11/23/2020 Exam Date: 11/23/2020 Expiration Date: 11/23/2023 Certificate Number: LRAR2011231593

Kistina Miczek, Training Manager



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CUSTOMER TRAININ

# Thermo Scientific Niton XRF Analyzer Operator's Training Certificate

This is to certify that

## **Steve Geneser**

has successfully completed the Thermo Fisher Scientific Niton XRF Analyzer Operational Training Course. The topics of this course include device configuration, sample preparation, safe operation and analysis, interpretation of results, and routine maintenance of the Thermo Scientific Niton XRF Analyzer.

Course date: <u>2016-08-08</u> Location: <u>Glen Ellyn, IL</u> Certificate Number: <u>OP00360000024Ub2C</u>



Randy Wertz Director, America Sales





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Part of Thermo Fisher Scientific









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## THOMAS HARTENBURG

Industrial Hygiene Technician TEM Environmental, Inc.

#### **FIELDS OF EXPERTISE**

- Asbestos Consulting Services
- Lead Inspector
- Field Operations Logistics, Planning and Supply
- Equipment and Instrument Maintenance

#### **PROFESSIONAL SUMMARY**

Thomas Hartenburg assists TEM in field, operational, and administrative tasks in all areas of the company, including Project Management, Environmental Consulting, Asbestos Abatement Oversight, Indoor Air Quality, Asbestos Building Inspections, Mold Assessments and more.

#### EDUCATION

GED US Navy E-2, Airman Apprentice

#### CERTIFICATIONS

- Asbestos Project Manager IDPH
- Asbestos Air Sampling Professional IDPH
- Asbestos Building Inspector IDPH
- Lead Building Inspector IDPH
- Certified XRF Operator
- NIOSH 582
- Asbestos Analyst Registry

#### SELECT PROJECT EXPERIENCE

Currently assisting ongoing asbestos, lead and industrial hygiene inspection, design, and remediation oversight work for numerous public-school districts including:

Chicago Public Schools – Harlan High School, Simeon High School, Bowen High School, Ruggles Elementary School, Hoyne Elementary School, Addams Elementary School, Clay Elementary School, and Deneen Elementary School

Assisted in sample collection and transport, XRF operation, recordkeeping, and client communications.

Mr. Hartenburg performed lead clearances as a Licensed Lead Inspector at the following Chicago Public Schools: Bright Elementary School, Cole Elementary School, Parkside Elementary School, and Wentworth Elementary School

Mr. Hartenburg has served as a Licensed Project Manager for abatement work at the following Chicago Public Schools: Bass Elementary School, Black Branch Elementary School, Evers Elementary School, Foster Park Elementary School, Gresham Elementary School, Hirsch High School, Langford Elementary School, Morgan Park High School, Tanner Elementary School, and Barton Elementary School

#### Maine Township High School District 207

Mr. Hartenburg currently serves as a lead Asbestos Project Manager and Air sampling Professional, as well as Lead Building Inspector and Industrial hygiene technician for an ongoing multi-year district-wide construction project at Maine East High School, Maine West High School and Maine South High School.

#### East Aurora School District 131

Mr. Hartenburg served as a licensed Project Manager and Air Sampling Professional, as well as assisting in building inspections throughout the district.

#### **Oregon School District 220**

Mr. Hartenburg served as the lead Asbestos Project Manager, Air Sampling Professional, and point of contact during a multi-facility district-wide construction project during the summer of 2021.

#### **Community Unit School District 300**

Mr. Hartenburg served as a licensed Project Manager and Air Sampling Professional at several schools in the district, including Dundee-Crown High School.

#### Sterling Public Schools District

Mr. Hartenburg served as a licensed Project Manager and Air Sampling Professional for projects at Sterling High School on multiple occasions, as well as assisting in comprehensive building inspections.

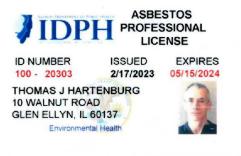
#### Miscellaneous

Mr. Hartenburg has served as a licensed Air Sampling Professional to conduct Air Clearances at various residences and commercial properties throughout Illinois for numerous clients.

#### Roto Rooter

Mr. Hartenburg is lead field Inspector for an ongoing rapid-response project, including emergency and off-hour inspection and administrative duties. This involves conducting limited asbestos inspections of areas affected by flooding in residential and commercial properties throughout the greater Chicagoland Region, including southeastern Wisconsin and Northwest Indiana. He has conducted several hundred on call one-time inspections.





ENDORSEMENTS	TC EXPIRES
INSPECTOR	5/11/2023
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	10/13/2023
Alteration of this license shall re This license issued under authority on Department of Public This license is valid only when acco training course certifi	of the State of Illinois Health ompanied by a valid

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EarthTech, Inc.	435 Shac	low Wood Drive, Yorkville, IL 60560
Asbestos Building	Inspector Refre	sher
THIS CE	RTIFIES THAT	
Thomas	Hartenburg	
Has successfully completed the IL and IN Approved for purposes of accreditation under section 206 of T (TSCA) and 326 IAC 18-2 630	d Asbestos Training Course and Fitle II, 15 USC 2646 of the Toxic 2. Conducted by EarthTech, Inc -417-6951	passed the Examination Substances Control Act
CLASS DATES: 4/14/2023	EXAMINATION:	4/14/2023
LOCATION: Amerisafe	EXPIRATION:	4/14/2024
- Reft	CERTIFICATE NUME	IER: 110266X23S104049



NUTRONMENTAL SCIENTISTS | INDUSTRIAL HYGIENISTS



EarthTech, Inc.	435 Shadow Wood Drive, Yorkville, IL 60
Asbestos Contractor /	Supervisor Refresher
THIS CERTI	
Thomas H	lartenburg
Has successfully completed the IL and IN Approved As for purposes of accreditation under section 206 of Title and 326 IAC 18-2. Conducted by EarthTech a	II, 15 USC 2646 of the Toxic Substances Control Act
CLASS DATES: 10/13/2022	EXAMINATION: 10/13/2022







This is to certify that Thomas Hartenberg

has completed the course

## Sampling and Evaluating Airborne Asbestos Dust

**NIOSH 582** 

Course Date: February 11 -15, 2019

Contact Hours: \_

Certificate Number: NIOSH 582-2019-01

Course Instructor, James Tuinenga, CIH

35

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Alteration of this license shall result in legal action INSPECTOR CERTIFICATE EXPIRES 3/6/2022

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 Street Springfield, IL 62761

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ALC: NO. 2.	Accredited by Illinois Department of Public Health	C. The second
This is to certify that	THOMAS J. HARTENBURG has	
Course Curriculum. 01/10/2023		ional Services
Course Dates:	37 S Ashland Ave, Chicago, IL 60607 # wv	ww.public-health-safety.com
	>> 0	
01/10/2026 Expires: 2301LIR03	- n Purgs bild	Phone: 312-491-0081





SUSTOMER 1 **IRAININ** 

# Thermo Scientific Niton XRF Analyzer Operator's Training Certificate

This is to certify that

# **Tom Hartenburg**

has successfully completed the Thermo Fisher Scientific Niton XRF Analyzer Operational Training Course. The topics of this course include device configuration, sample preparation, safe operation and analysis, interpretation of results, and routine maintenance of the Thermo Scientific Niton XRF Analyzer.

Course date: <u>2019-03-08</u> Location: <u>Glendale Heights, IL</u> Certificate Number: <u>TR20190331867 - OP0030200002UQNBH</u>



Peter Anzalone Global Commercial Operations Director



CN\_PBC\_JL

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Part of Thermo Fisher Scientific



















# **DANIEL J. JUNEAU**

Vice President of Operations and Client Relations <u>TEM Envir</u>onmental, Inc.

## **FIELDS OF EXPERTISE**

- Asbestos Consulting Services
- Lead-Based Paint Consulting Services
- Remediation Design
- Hazardous Material Management
- Construction Management
- Site Safety
- Contract Administration
- Employee Growth and Development
- Quality Control and Record Keeping

## **PROFESSIONAL SUMMARY**

At TEM Environmental, Mr. Juneau is responsible for the overall quality and execution of the services we offer our clients. Mr. Juneau engages in all levels of company operations including site inspections, project design, quality control, lab coordination and quality control. Mr. Juneau meets regularly with architects, design teams and building owners to communicate and execute our services at the highest level. Mr. Juneau brings over 30 years of experience in the environmental inspection and abatement industry to TEM Environmental.

## **EDUCATION**

BA, Business Management – St. Mary's University Winona, Minnesota

## CERTIFICATIONS

- Management Planner, Building Inspector, Air Sampling Professional, and Project Manager
- Lead Inspector and Risk Assessor
- XRF Manufacturer Training for RMD, Niton, Scitec, and Sci-Apps Equipment
- Radiation Training
- RRP Certified Renovator
- OSHA 40-hour Hazwoper
- OSHA 30-hour Construction Training
- Confined Space Training
- Aerial Lift Training

## SELECT PROJECT EXPERIENCE

#### Managing Environmental Consultant – Chicago Public Schools

For over 24 consecutive years Mr. Juneau has served as a primary resource and Account Manager for environmental services to support the Chicago Public Schools. Environmental Services managed by Mr. Juneau included Major Capital Renovation Projects as well as Facilities Operations & Maintenance and Emergency Responses. Mr. Juneau has been a reliable technical resource for environmental consulting services to the Chicago Public Schools and has performed work regions 3, 4, 5 and 6 totaling over 350 buildings.

## North Chicago School District #187

Mr. Juneau serves as the primary contact for North Chicago Community School District #187 for all environmental services including but not limited to school renovations, maintenance support, regulatory compliance, Indoor Air Quality assessments, building demolitions, material evaluations and emergency response. Mr. Juneau has been supporting district #187 for 5 years and has successfully completed nearly \$1,000,000 in environmental renovation work including major MEP upgrades at their largest buildings.

#### Elgin Math & Science Academy (EMSA Charter Group)

Mr. Juneau serves as the primary environmental services contact for the Elgin Math & Science Academy Charter Group. Mr. Juneau has supported EMSA for all building renovations, maintenance, regulatory compliance, Indoor Air Quality assessments, Phase I ESAs, lead water testing, awareness training and AHERA Asbestos Management Plans. EMSA campus located in Elgin, Illinois is a former day care facility with various buildings and structures. Mr. Juneau has assisted EMSA on all current renovations at the campus and helped restore two (2) shuttered buildings for educational purposes.

#### Freeport School District #145

Mr. Juneau serves as the primary resource and account manager for environmental services to support Freeport School District #145. Mr. Juneau coordinates and executes environmental inspection services, abatement designs, contract administration, AHERA Re-Inspections, and emergency response for all District #145 buildings.

#### Aurora East School District #131 - Environmental and Industrial Hygiene Services

For over 10 consecutive years Mr. Juneau served as a primary resource and Account Manager for environmental services to support the East Aurora School District. Environmental Services managed by Mr. Juneau included Major Capital Projects as well as Facilities Management, Building Operations and Emergency Responses.

#### Rockford Public Schools - Environmental and Industrial Hygiene Services

Mr. Juneau served as a primary resource and Account Manager for environmental services to support the Rockford Public Schools from 2012 through 2018. Environmental Services managed by Mr. Juneau included Major Capital Renovation Projects as well as Facilities Management, Building Operations and Emergency Responses.

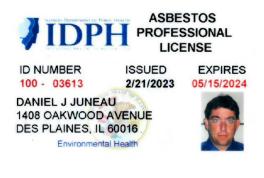
#### **General Contracting**

Mr. Juneau maintains numerous relationships with some of Chicago's largest General Contractors and Abatement Contractors. General Contracting Groups and Abatement Contractors routinely contact Mr. Juneau for developing and supporting unique and challenging project renovations and/or demolitions.

#### **Public Housing Authorities**

Mr. Juneau has a long history supporting the public housing sector including extensive work with The Chicago Housing Authority, Housing Authority of Joliet, and Cook County Housing Authority. Mr. Juneau has been a leader in formulating and executing expansive Lead-Based Paint Testing and/or Risk Assessments in both multi- family and scattered site settings. Mr. Juneau also has extensive experience with responding to elevated blood lead cases.





TC EXPIRES
11/11/2023
12/12/2023
11/1/2023
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# **Asbestos Management Planner** Refresher

Occupational Training & Supply, Inc. certifies that

# Dan Juneau

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

Course Date: 12/12/2022

Exam Date: 12/12/2022

Expiration Date: 12/12/2023

Certificate Number: MPR2212123967

Kathy DeSalvo, Director



HEMINNIRONMENTAL, INC. ENVIRONMENTAL SCIENTISTS | INDUSTRIAL HYGIENISTS





# **Asbestos Building Inspector** Refresher

Occupational Training & Supply, Inc. certifies that

# Dan Juneau

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

Course Date: 11/11/2022

Exam Date: 11/11/2022

Expiration Date: 11/11/2023

Certificate Number: BIR2211113645

Kathy De Salvo-



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has on 11/1/22, in Springfield, Illinois, completed the requirements for asbestos accreditation under Section 206 of TSCA Title II

# Asbestos Contractor Supervisor Refresher Training

as accredited by the State of Illinois and approved by the U.S.E.P.A. under 40 CFR 763 (AHERA) and passed the associated examination with a score of 70% or higher

Course Date: November 1, 2022

Expiration Date: <u>November 1, 2023</u> Certificate Number: <u>CSR/1560</u>

Examination Date: November 1, 2022

COURSE LENGTH: 8 HOURS

William S. William

Training Program Manager, William S. Williams

2760 W. Jefferson Street, Springfield, Illinois 🛛 217.787.9800 🖓 www.ReliableEnv.com





Mc	CRONE RES	EARCH INSTITUTE
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Alteration of this license shall result in legal action RISK ASSESSOR CERTIFICATE EXPIRES 9/16/2025 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

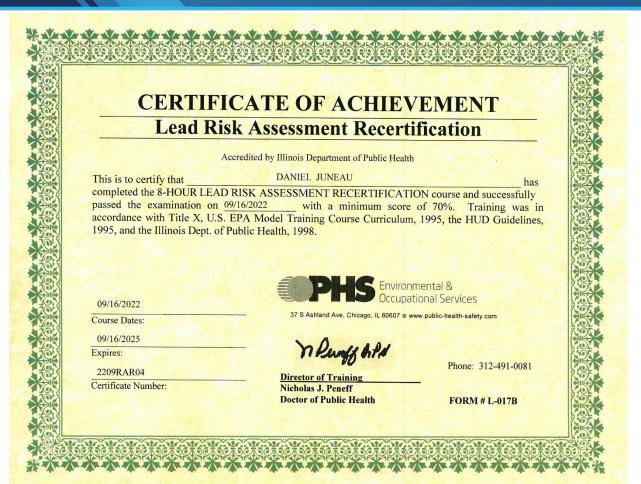
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IC BUILDING



# Lead Safety for Renovation, **Repair and Painting**

Occupational Training & Supply, Inc. certifies that

# Dan Juneau

1408 Oakwood Ave. Des Plaines, IL 60016

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

Course Date: 4/28/2023 Exam Date: 4/28/2023 Expiration Date: 4/28/2028 Language: English

Kathy DeSalvo, Director

Certificate Number: R-I-19168-23-01332





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SUSTOMER 7 **IRAININ** 

# Thermo Scientific Niton XRF Analyzer **Operator's Training Certificate**

This is to certify that

# Daniel J Juneau

has successfully completed the Thermo Fisher Scientific Niton XRF Analyzer Operational Training Course. The topics of this course include device configuration, sample preparation, safe operation and analysis, interpretation of results, and routine maintenance of the Thermo Scientific Niton XRF Analyzer.

Course date: 2019-03-08 Location: Glendale Heights, IL Certificate Number: TR20190331871 - OP0030200002UQNAx



Peter Anzalone **Global Commercial Operations Director** 



Part of Thermo Fisher Scientific









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# HOSS NAJJAR-POUR, PG

Environmental Geologist and Construction Specialist TEM Environmental, Inc.

## **FIELDS OF EXPERTISE**

- Professional Geologist (PG)
- Industrial Hygiene
- Asbestos Project Manager (IDPH)
- Asbestos Building Inspector (IDPH)
- Asbestos Air Sampling Professional (IDPH)

## **PROFESSIONAL SUMMARY**

Hoss Najjar-Pour has over 40 years of experience in environmental and constructional consulting. As Senior Environmental Geologist/Project Manager, his responsibilities include capital improvement plan for building demolition and renovations projects, environmental-related subsurface soil investigation, including underground storage tank removal activities such as sampling/manifesting of contaminated soils and monitoring of work practices for compliance with OSHA/EPA and other governmental regulations. He has managed numerous projects from site assessment (Phase I), Testing (Phase II) and remediation (Phase III) through LUST reimbursement application. Also has over 25 years of experience in environmental consulting, including indoor air pollution studies, asbestos project management, air sampling, environmental property assessments, subsurface soil investigation, and underground storage tank removal.

# EDUCATION

M.S. Earth Science, Northeastern Illinois University, 1986

B.S. Earth Science, Northeastern Illinois University, 1981

Geophysics Major, University of Oklahoma, 1980

# CERTIFICATIONS

- Professional Geologist (P.G.), Illinois.
- IDPH Licensed Asbestos Building Inspector
- IDPH Licensed Asbestos Project Manager
- IDPH Licensed Asbestos Air Sampling Professional
- IDPH Licensed Asbestos Building Inspector

# SELECT PROJECT EXPERIENCE

### Capital Improvement Plan, Chicago Public Schools (CPS)

Field Construction Manager with quality control of a seven-company corporation named LYCEUM Environmental Specialist. LYCEUM was created specifically to assist CPS manage all environmental aspects of the Capital Improvement Plan for the 577-school system. The first-year environmental budget was \$90M, \$18M of which was for consulting services. LYCEUM's scope of work included providing technical advice on regulatory environmental and industrial hygiene issues, creating and maintaining specifications, interfacing with construction managers and architects, providing technical guidance and control of three Managing Environmental Consultants (MECs) and fifteen Environmental Consultants (ECs). (1998-1999)

## Public Building Commission of Chicago

Project Site Geologist performed a Phase II EA to evaluate the site for a new police station construction project and a related parking garage. This investigation was performed to identify the potential environmental hazards at the site. Subsurface soil investigation included thirty (30) soil borings and soil sampling. The extent and nature of contamination was assessed for this site (2008).

## Public Building Commission of Chicago

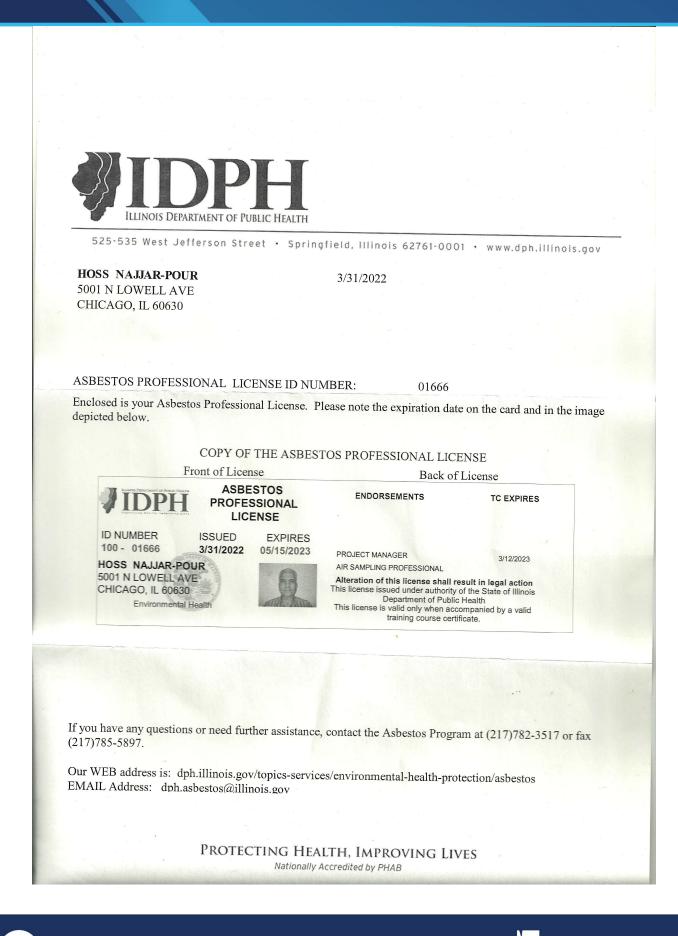
Phase III Remediation and Site Improvement, Chicago, Illinois. Responsibilities included onsite project management and investigation relating to a new site construction project for a Chicago Public School Building and nearby streets expansions. Over-see the construction activities and documented soil excavation/removal and off-site transportation of over 18,000 cubic yards of impacted soil (2010-12).

#### Maine Township High School District 207

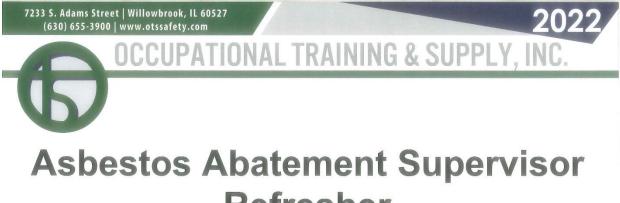
Ongoing execution of environmental services for 5-year district-wide multi-million dollar construction and renovation project. Services include asbestos and industrial hygiene inspection, oversight, and air sampling. Concurrently providing ongoing environmental and hygiene services to support client's construction projects. Services range from rapid-response to scheduled in-house projects to ongoing maintenance.

## Chicago Public School District 299

Current environmental consulting support for various district-wide multi-facility construction projects. Services included asbestos abatement inspection, oversight, and air sampling. Concurrently provides ongoing environmental and hygiene services for the client. Project management includes regulatory rule enforcement, specification execution, contractor, and worker accreditation check.



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Refresher

Occupational Training & Supply, Inc. certifies that Hoss Najjar-Pour

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

Course Date: 3/12/2022

Exam Date: 3/12/2022

Expiration Date: 3/12/2023

Certificate Number: ASR2203120796

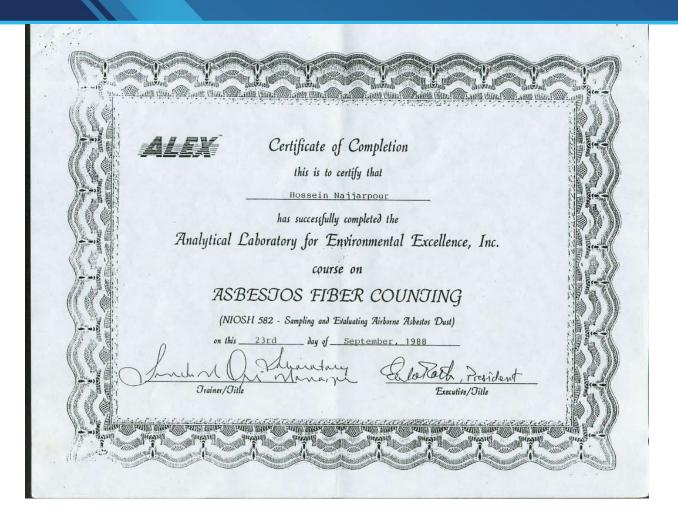
2 Salvo

Kathy DeSalvo, Director



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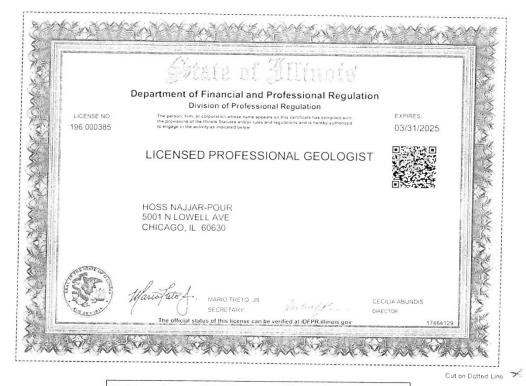












For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 472709

LICENSED PROFESSIONAL GEOLOGIST HOSS NAJJAR-POUR XPIRES	LICENSE NO 196.000385	Department of Financial and Division of Professi			SPR .
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13/31/2025 MARIO TRETO, JR. CECILIA ABUNDIS		R-POUR			
The official status of this license can be verified at IDFPR.illinois.go	03/31/2025 Anticful f	SECRETARY		DIRECTO	R



ENVIRONMENTAL, INC.





# **JOHN O'BRIEN**

Senior Project Manager TEM Environmental, Inc.

## **FIELDS OF EXPERTISE**

- Asbestos, Lead, Mold and Industrial Hygiene Project Operations Management
- Field Project Coordination and Supervision
- Client Relations

## **PROFESSIONAL SUMMARY**

At TEM Environmental, Mr. O'Brien is responsible for quality and execution of the services we offer our clients. Mr. O'Brien engages in all levels of company operations including site inspections, project design, and quality control. Mr. O'Brien meets regularly with clients, architects, design teams and building owners to communicate and execute our services at the highest level. Mr. O'Brien brings over 25 years of experience in the environmental inspection and abatement industry to TEM Environmental.

## **EDUCATION**

BA, University of Illinois, Champaign

## CERTIFICATIONS

- IDPH Licensed Asbestos Building Inspector
- Air Sampling Professional
- Project Manager
- IDPH Licensed Lead Risk Assessor
- NIOSH 582 Sampling and Analysis of Airborne Fibers
- American Industrial Hygiene Association Registered Asbestos Analyst

# SELECT PROJECT EXPERIENCE

Currently coordinating asbestos, lead and mold design and remediation oversight for multiyear construction projects for the following clients: Maine Township High School District 207, BR Ryall YMCA, Weis Builders, Sterling School District 5, Joliet Junior College, Riverdale School District 100, South Beloit School District 320, and others.

Also providing ongoing asbestos, lead and industrial hygiene inspection, design and remediation oversight services, for the above as well as the following clients: Chicago Area FAA, Dominican University, Matteson District 159, Belvidere School District 100, Forest Ridge School District 142, Oregon District 220, and many others.

## Federal Aviation Administration

Point of contact for FAA Regional Authority including Illinois and Wisconsin. Provides ongoing asbestos, lead, mold and industrial hygiene inspection, project coordination and supervision services ranging from emergency response to long term construction.

## Maine Township High School District 207

Ongoing coordination and execution of environmental services for 5-year district-wide multi-million dollar construction and renovation project. Services include asbestos, lead, and industrial hygiene inspection, design, and oversight. Concurrently providing ongoing environmental and hygiene services for operational needs of the client. Services range from rapid-response to scheduled in-house projects to ongoing maintenance, regulatory, reporting and recordkeeping services.

#### Oregon Community Unit School District 220

Executed environmental support for district-wide multi-facility construction project. Services included asbestos abatement inspection, design, bid, oversight, analytical, administrative and recordkeeping. Concurrently provides ongoing environmental and hygiene services for the client. Services range from scheduled in-house projects to ongoing maintenance, regulatory, reporting and recordkeeping services, as well as multiple mold and indoor air quality investigations.

## BR Ryall YMCA

Currently overseeing environmental support services for multi-year facility-wide construction and renovation project. Project scope includes inspection, abatement design, bidding, administrative, oversight, analytical, recordkeeping and reporting services for asbestos, lead, HAZMAT and radon.

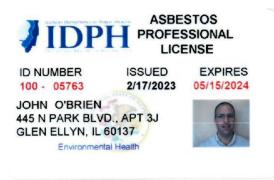
#### Joliet Junior College

Currently providing asbestos abatement project services for ongoing multi-year mechanical upgrade and construction project. Recently executed multi-phase rapid response Mold and Indoor Air Quality investigation and remediation services project. Scope included multiple buildings of the college following multiple moisture infiltration events and construction. Concurrently providing ongoing environmental and hygiene services for operational needs of the client. Services range from rapid-response to scheduled in-house projects to ongoing maintenance, regulatory, reporting and recordkeeping services.

#### Matteson Elementary School District 159

Recently completed asbestos inspection, design, bid, oversight and reporting service project in support of multi-year, multi-facility construction and renovation project. Concurrently provides ongoing environmental and hygiene services for the client. Services range from scheduled in-house projects to ongoing maintenance, regulatory, reporting and recordkeeping services.





ENDORSEMENTS	TC EXPIRES
INSPECTOR	11/11/2023
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	11/28/2023
Alteration of this license shall re This license issued under authority of Department of Public This license is valid only when accord training course certif	of the State of Illinois Health ompanied by a valid

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# **Asbestos Building Inspector** Refresher

Occupational Training & Supply, Inc. certifies that John O'Brien

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

Course Date: 11/11/2022

Exam Date: 11/11/2022

Expiration Date: 11/11/2023

Certificate Number: BIR2211113649

Kathy DeSalvo, Director



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# **Asbestos Abatement Supervisor** Refresher

Occupational Training & Supply, Inc. certifies that John O'Brien

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

Course Date: 11/28/2022

Exam Date: 11/28/2022

Expiration Date: 11/28/2023

Certificate Number: ASR2211283871

Kathy DeSalvo, Director



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	TEM Certificate of Completion this is to certify that	5
	Jack O'Brien	
	has successfully completed the	
	Tuinenga Environmental Monitoring. Inc. course on	
	ASBESTOS FIBER COUNTING	
`@	(NIOSH 582 - Sampling and Evaluating Airborne Asbestos Dust)	
	on this 5th day of fine, 1991	
	Trainer/Tille Jan Jumen President	









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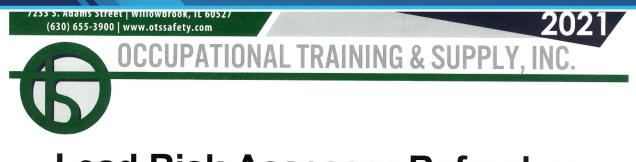
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# Lead Risk Assessor Refresher

Occupational Training & Supply, Inc. certifies that

# John O'Brien

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

Course Date: 11/2/2021 Exam Date: 11/2/2021 Expiration Date: 11/2/2024 Certificate Number: LRAR2111022595

Kristina Miczek, Training Manager



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SUSTOMER 7 RAININ

# Thermo Scientific Niton XRF Analyzer Operator's Training Certificate

This is to certify that

# John O'Brien

has successfully completed the Thermo Fisher Scientific Niton XRF Analyzer Operational Training Course. The topics of this course include device configuration, sample preparation, safe operation and analysis, interpretation of results, and routine maintenance of the Thermo Scientific Niton XRF Analyzer.

Course date: <u>2016-08-08</u> Location: <u>Glen Ellyn, IL</u> Certificate Number: <u>OP00360000027qRHE</u>



Randy Wertz Director, America Sales



Part of Thermo Fisher Scientific









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# DRAKE OTTLEY

Environmental and Industrial Hygienist CADD Operator TEM Environmental, Inc.

## **FIELDS OF EXPERTISE**

- Asbestos, Lead-Based-Paint, Hazardous
   Materials Inspector
- Asbestos/Lead Project Manager
- CADD Operator, Project Design Creation and Processing
- Field Operations Logistics, Planning and Supply
- In-house IT Maintenance
- Equipment and Instrument Maintenance

## **PROFESSIONAL SUMMARY**

Drake Ottley is TEM's lead CAD software technician, and assists in field, operational, and administrative tasks in all areas of the company. Drake focuses on Building Inspections, project logistics planning, oversight, sample collection and transport, instrument operation, scribing and recordkeeping, equipment and instrument maintenance.

## **EDUCATION**

Crane and Heavy Equipment Certification, Associated Training Service, Sun Prairie, Wisconsin, 2018

United States Marine Corps, 2012 – 2017 Unmanned Aerial Vehicle Operator School, Camp Pendleton, 2013; Range and Operations Supervisor, 2013 – 2017; Due and Status File Management, 2014 – 2015.

# CERTIFICATIONS

- NCCCO, NCCER Heavy Equipment Operator
- Unmanned Aerial Vehicle Operator, USMC
- IDPH Licensed Asbestos Project Manager
- IDPH Licensed Air Sampling Professional
- IDPH Licensed Lead Inspector
- IDPH Licensed Asbestos Building Inspector
- Certified XRF Operator
- NIOSH 582
- Asbestos Analyst Registry

# SELECT PROJECT EXPERIENCE

## Chicago Public Schools District #299 (CPS) - Environmental and Industrial Hygiene Services

Mr. Ottley has been serving Chicago Public School projects as a direct report to Mr. Daniel Juneau for the past five (5) years. Mr. Ottley reviews AOR construction documents and implements inspection work for asbestos, lead-based paint, and hazardous/universal waste materials. Mr. Ottley excels at evaluating renovation projects and identifying environmentally related materials and/or hazards requiring abatement. Mr. Ottley is an experienced CADD Operator and prepares abatement drawings for complicated CPS design projects. Mr. Ottley also performs asbestos and lead abatement project management and air monitoring. Mr. Ottley is accredited by the Asbestos Analyst Registry (AAR) program for the analysis of asbestos air samples by Phase Contrast Microcopy.

## O'Hare International Airport – Ring Tunnel and Pedestrian Tunnel – Concrete Repairs

Performed comprehensive inspections for asbestos piping insulation systems, HVAC components and architectural finishes to support the O'Hare Ring Tunnel and Pedestrian Tunnel Repair Project. Mr. Ottley was involved in the project renovations for nearly two (2) years and supported construction activities executed by Blinderman Construction and FH Paschen. Mr. Ottley evaluated and sampled steam piping systems, commercial water piping systems, domestic water piping systems, Air Handling Equipment, drywall, ceiling, and floor finishes for the presence of asbestos. Mr. Ottley assisted design teams on locations and extent of abatement required to access targeting concrete floor, wall and ceiling surfaces requiring structural repairs. Mr. Ottley was an integral part of the project for the duration of renovation and repairs.

## Village of Glen Ellyn Historic Civic Building

Assisted in asbestos and lead building inspection and sample collection activities, including XRF operation and recordkeeping, as well as CADD project design processing and project supply and coordination.

## Roselle School District 12

Assisted in asbestos and lead building inspection and sample collection activities for 2018 summer abatement projects at two schools, including boiler demolitions. Support activities included sample collection, recordkeeping, CADD project design abatement drawings and project support throughout construction activities.

## Maine Township High School District

Assisted in project design activities, including CAD design processing, background air sampling and project supply and coordination, for a district-wide large-scale summer 2018 asbestos abatement project. This complex project includes concurrent abatement projects at the districts' three high schools.

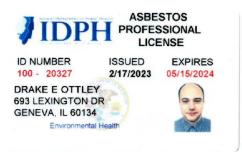
## Carpentersville Community unit School District 300

Assisted in project design activities, including CAD design processing, and project supply and coordination, for a district-wide large-scale summer 2018 asbestos abatement project. This complex project includes concurrent abatement projects at 7 district schools. Will assist in project oversight and sample collection activities for the duration of the project.

## **Roto Rooter Plumbing & Drain Service**

Mr. Ottley supervises and performs field inspections as part of an ongoing, on call, emergency rapid-response team for Roto Rooter. Mr. Ottley coordinates and/or conducts selective material inspections for the identification of asbestos containing materials prior to mitigation/demolition activities by Roto Rooter field restoration teams and plumbers. Emergency response coordination and inspections include the entire Chicago Metropolitan Area as well as portions of Wisconsin and Indiana.





ENDORSEMENTS	TC EXPIRES
INSPECTOR	11/16/2023
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	11/15/2023
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	Drake Of	ttley	
Parpesso or acorcantation	the IL and IN Approved Asbes under section 206 of Title II, 1 SCA) and 326 IAC 18-2. Cond 630-417-69	5 USC 2646 of the Toxic St ucted by EarthTech, Inc	ssed the Examination ubstances Control Act
CLASS DATES: 11/16/2022		EXAMINATION:	11/16/2022
		EXPIRATION:	11/16/2023
LOCATION: Amerisafe	11		



NUTRONMENTAL SCIENTISTS | INDUSTRIAL HYGIENISTS







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This is to certify that Drake E. Ottley

has completed the course

# Sampling and Evaluating Airborne Asbestos Dust

NIOSH 582

Course Date: \_\_\_\_\_\_ February 11 -15, 2019

Contact Hours: 35

Certificate Number: <u>NIOSH 582-2019-01</u>

Course Instructor, James Tuinenga, CIH

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Page 141

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# **CCUPATIONAL TRAINING & SUPPLY, IN**

# Lead Inspector Refresher

Occupational Training & Supply, Inc. certifies that

## **Drake Ottley**

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

Course Date: 12/13/2021 Exam Date: 12/13/2021 Expiration Date: 12/13/2024 Certificate Number: LIR2112133026

Kistina Miczek

Kristina Miczek, Training Manager



HEM ENVIRONMENTAL, INC. ENVIRONMENTAL SCIENTISTS | INDUSTRIAL HYGIENISTS



CUSTOMER TRAININ

## Thermo Scientific Niton XRF Analyzer Operator's Training Certificate

This is to certify that

## **Drake Ottley**

has successfully completed the Thermo Fisher Scientific Niton XRF Analyzer Operational Training Course. The topics of this course include device configuration, sample preparation, safe operation and analysis, interpretation of results, and routine maintenance of the Thermo Scientific Niton XRF Analyzer.

Course date: <u>2019-03-08</u> Location: <u>Glendale Heights, IL</u> Certificate Number: <u>TR20190331869 - OP0030z00002UQNBg</u>



Peter Anzalone Global Commercial Operations Director



Part of Thermo Fisher Scientific



















## **REBECCA ROD**

Laboratory Analysist TEM Environmental, Inc.

#### FIELDS OF EXPERTISE

- Transmission Electron Microscopy
- Polarized Light Microscopy
- Phase Contrast Light Microscopy

#### PROFESSIONAL SUMMARY

Rebecca Rod is responsible for sample analysis at TEM Environmental, Inc's NVLAP accredited laboratory. Rebecca is proficient in Polarized Light Microscopy (PLM) and Phase Contrast Microscopy (PCM) and Transmission Electron Microscopy (TEM). Rebecca frequently handles evening and weekend analysis. Sample analysis is expected on weekends and on an immediate basis, and Lori consistently meets or exceeds client turnaround times for all samples.

#### CERTIFICATIONS

- NIOSH 582 Sampling and Analysis of Airborne Fibers
- Polarized Light Microscopy Analysis
- Transmission Electron Microscopy

#### SELECT PROJECT EXPERIENCE

*Maine Township High School District 207, Maine Township, Illinois.* Analysis of bulk samples using Polarized Light Microscopy, analysis of daily air samples by Phase Contrast Microscopy for two large mechanical upgrade projects at Maine West and Maine South High Schools.

*Marist High School, Chicago, Illinois,* Analysis of bulk samples using Polarized Light Microscopy, analysis of daily air samples by Phase Contrast Microscopy for the 2017-2018 Monastery Conversion Project.

Illinois Capitol Development Board at Northern Illinois University, DeKalb, Stevens Hall Demolition and Renovation: all bulk samples analyzed using Polarized Light Microscopy, all daily and clearance Phase Contrast Microscopy samples

*Illinois Capitol Development Board at College of DuPage, Glen Ellyn,* Demolition of Buildings K, L, M and OCC: all daily and clearance Phase Contrast Microscopy samples

*Rock Valley College, Rockford, Classroom Building 1 Renovation:* all daily and clearance Phase Contrast Microscopy.

*Joliet Junior College, Joliet, E Building Science Lab Renovation:* all bulk samples analyzed using Polarized Light Microscopy, all daily and clearance Phase Contrast Microscopy samples.

**Reliable Environmental Services, Springfield Illinois,** analysis of bulk samples for asbestos using polarized light microscopy. Sample batch sizes range from a few samples to hundreds of samples with turn around times ranging from routine to weekend/off-hours RUSH.

*Weaver Consulting, Chicago, Illinois* analysis of bulk samples for asbestos using polarized light microscopy. Sample batch sizes range from a few samples to hundreds of samples with turnaround times ranging from routine to weekend/off-hours RUSH.



#### **PRINS SALES**

Senior Project Manager TEM Environmental, Inc.

#### **FIELDS OF EXPERTISE**

- Asbestos Consulting Services
- Lead Inspector
- Remediation Design
- Mold Management
- Hazardous Material Management
- Site Safety
- Quality Control
- Record Keeping

#### **PROFESSIONAL SUMMARY**

At TEM Environmental, Mr. Sales is responsible for providing quality environmental services we offer to our clients. Mr. Sales engages in specific levels of company operations including large project coordination, multi-school senior project management, site inspections and assessments, project design scouting, service quality control, and lab coordination. Mr. Sales meets frequently with architects, design teams and building owners to communicate and execute our services at a professional level. Mr. Sales brings over 31 years of experience in the environmental inspection, abatement industry, and industrial hygiene service to TEM.

#### **EDUCATION**

General Sciences for 2.5 years at DePaul University, College of DuPage, and University of Illinois Chicago.

#### CERTIFICATIONS

- Asbestos Building Inspector
- Asbestos Project Manager
- Air Sampling Professional
- NIOSH 582, Asbestos Analyst Registry
- Lead Inspector
- XRF Manufacturer Training for RMD, Niton and Scitec, Radiation Training
- OSHA 40-hour HAZWOPER

#### SELECT PROJECT EXPERIENCE

#### Chicago Public Schools (CPS Employee)

#### Environmental and Chemical Hygiene Services Manager

For 7.5 consecutive years Mr. Sales served as a direct contact for all environmental services related tasks to support CPS 515 schools and associated 122 Charter Schools. Environmental Services included Major Capital Construction Projects, day to day Maintenance Asset Projects, as well as Facilities Management on-going building Operations & Maintenance and Emergency Responses. As a CPS Manager, directed various environmental consulting firms, restoration companies, and various CPS Facilities vendors to handle all of Chicago Public School's needs. Investigated and conducted emergency response actions, reviewed health & safety plans, managed support services for environmental hazards including asbestos, lead-based paint, PCB's, mercury, chemical management, lead in water, mold, and indoor air quality. Mr. Sales coordinated and communicated with regulatory agencies, response teams, and updated CPS Administration on emergency situations.

#### Chicago Public Schools (CPS) - Environmental and Industrial Hygiene Services

For 8 years, Mr. Sales has been serving a variety of environmental services for CPS and a number of associated charter schools. Mr. Sales has coordinated, managed, and executed environmental work related to Major Capital Projects, as well as Facilities Management, ongoing building Operations & Maintenance, and Emergency Responses. Managed CPS projects include required AHERA 3-Year Re-Inspections, and annual Indoor Air Quality Assessment Project. Other services performed include asbestos consulting, lead inspections and mitigation projects, mold investigations and remediation projects, and drinking water tests for lead.

#### CUSD 300 - Environmental and Industrial Hygiene Services

For 6 years, Mr. Sales has served Community Unit School District 300 for environmental services. Over the years, Mr. Sales has managed and executed environmental work related to asbestos on Major Capital Projects as well as Facilities Management on-going building Operations & Maintenance.

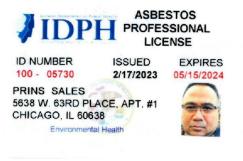
#### East Aurora SD 131 - Environmental and Industrial Hygiene Services

For 3 years, Mr. Sales has served EASD 131 for a variety of environmental services. Mr. Sales has coordinated, managed, and executed environmental work related to Major Capital Projects, demolition projects, as well as Facilities Management on-going building Operations & Maintenance and Emergency Responses. Mold and Indoor Air Quality related projects include investigations, project design, remediation oversight, and air testing. Other environmental services include periodic water testing, OSHA Awareness Training, and the required 3-Year and 6-Month AHERA Re-Inspections.

#### **Public Housing Authorities**

Mr. Sales has engaged in supporting the public housing sector including extensive work with The Chicago Housing Authority, Housing Authority of Joliet and Cook County Housing Authority, and Montgomery County Housing Authority in southern Illinois area. Mr. Sales has performed Lead-Based Paint Testing and/or Risk Assessments/Inspections in both multifamily and scattered.





ENDORSEMENTS	TC EXPIRES
INSPECTOR	11/16/2023
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	11/15/2023
Alteration of this license shall res This license issued under authority of Department of Public + This license is valid only when accor training course certific	f the State of Illinois Health mpanied by a valid

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EarthTech, Inc.	435 Shadow Wood Drive, Yorkville, IL 60560
Asbestos Buildin	g Inspector Refresher
THIS C	ERTIFIES THAT
Prir	ns Sales
(TSCA) and 326 IAC 18	red Asbestos Training Course and passed the Examination f Title II, 15 USC 2646 of the Toxic Substances Control Act 3-2. Conducted by EarthTech, Inc 30-417-6951
CLASS DATES: 11/16/2022	EXAMINATION: 11/16/2022
LOCATION: Amerisafe	EXPIRATION: 11/16/2023 CERTIFICATE NUMBER: 110176X22S104031
$ \rangle$	



Page 150







TEMENVIRONMENTAL, INC. NVIRONMENTAL SCIENTISTS | INDUSTRIAL HYGIENISTS



# TEM, Incorporated 143 Duane Street, Gien Ellyn, Illinois 60137 Phone (708) 790-0880 Fax (708) 790-0882

NIST-NULAT BUL SUM STATE

1130 6012

an 60124

THIS CERTIFIES THAT

PRINS SALES

has completed the training course entitled

SAMPLING AND EVALUATING AIRBORNE ASBESTOS DUST (NIOSH 582) AT ASBESTOS ABATEMENT SITES

June 1 - 5, 1992

given by

TEM, INCORPORATED 443 DUANE STREET GLEN ELLYN, ILLINOIS 60137 (706) 790-0880

CERTIFICATE NUMBER 92-1

JAMES TUINENGA, CIH PRESIDENT



ENVIRONMENTAL SCIENTISTS | INDUSTRIAL HYGIENISTS



des stere





Alteration of this license shall result in legal action INSPECTOR CERTIFICATE EXPIRES 10/14/2024

This license issued under authority of the State of Illinois -Department of Public Health This license is valid only when accompanied by a valid training course certificate

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

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## **Lead Inspector Initial**

Occupational Training & Supply, Inc. certifies that

## Prins Sales

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

Course Date: 10/12/2021 - 10/14/2021 Exam Date: 10/14/2021 Expiration Date: 10/14/2024 Certificate Number: LI2110142314

Kistina Miczek

Kristina Miczek, Training Manager



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## **GUS THANOS**

Field Supervisor for Environmental Construction Services TEM Environmental, Inc.

#### FIELDS OF EXPERTISE

- Environmental Field Supervisor
- Asbestos Supervisor
- Project Implementation
- Quality Control
- Site Safety
- Project Estimating and Contracting

#### **PROFESSIONAL SUMMARY**

Gus Thanos assists TEM in field and operational tasks including quality control Abatement Project Management, Asbestos Abatement Oversight, Air Sampling Procedures, Project Recordkeeping and site safety.

#### **EDUCATION**

City Colleges of Chicago – Richard J. Daley College Steam Plant Engineering

#### CERTIFICATIONS

- NIOSH 582
- Asbestos Supervisor
- OSHA 30-hour Construction Training

#### SELECT PROJECT EXPERIENCE

Mr. Thanos served as a licensed Asbestos Supervisor for 36 years. Mr. Thanos has officially retired from Laborers Union 225 and now serves as an employee at TEM Environmental. Mr. Thanos excels at organizing, implementing, and executing environmental design plans and logistics for asbestos, lead, and mold abatement projects. Mr. Thanos has approximately 72,000 hours of experience as an Asbestos Project Supervisor and/or an Asbestos Worker. Additionally, Mr. Thanos has over 10 Years of expertise in construction/general demolition contracting and estimating. Mr. Thanos served as an estimator and project manager for Kinsale Contracting Group. Kinsale is an IDPH licensed asbestos and lead contractor located in Westmont, Illinois.

Currently Mr. Thanos is providing Field Supervision of TEM Environmental project managers and air sampling professionals, assisting ongoing asbestos, lead, and industrial hygiene remediation work at various TEM projects including:

#### Chicago Public Schools (CPS)

Field Supervisor for CPS abatement projects. Mr. Thanos attends construction meetings, implements abatement design plans, addresses scope clarifications and RFIs, assists abatement project managers with air sampling strategies and ensures abatement projects, associated air monitoring, clearance testing, lab work and overall schedules meet deadlines and milestones. Updates construction managers, GC Superintendents, and assists design teams related to layouts for abatement in school buildings and commercial properties.

#### East Aurora School District 131

Served as Project Manager for non-school abatement work at McKnight Service Center demolition project. Project execution per design, on time, and within estimated budget.

#### **Certified Asbestos Trainer**

Mr. Thanos performs asbestos training for Occupational Training & Supply (OTS) located in Willowbrook, Illinois. Mr. Thanos is certified for instruction of initial training and refresher training for Asbestos Workers, Asbestos Building Inspectors and Asbestos Contractor/Supervisors.



This is to certify that Gustave A. Thanos

has completed the course

#### Sampling and Evaluating Airborne Asbestos Dust

#### **NIOSH 582**

Course Date: <u>May 19-28, 2021</u>

Contact Hours: 35

Certificate Number: <u>NIOSH 582-2021-04</u>

Course Instructor, James Tuinenga, CIH

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#### JAMES TUINENGA, CIH

Senior Technical Manager TEM Environmental, Inc.

#### **FIELDS OF EXPERTISE**

- Asbestos, Lead, Mold and Industrial Hygiene
   Project Operations Management
- Field Project Coordination and Supervision
- Project Design
- Light Microscopy Analysis
- Electron Microscopy Analysis
- Client Relations

#### **PROFESSIONAL SUMMARY**

James Tuinenga founded TEM Incorporated in 1985 to serve the asbestos, industrial hygiene and environmental consulting markets; and to provide a full-service asbestos laboratory in the Chicagoland area. James has 45 years of experience in environmental chemistry, industrial hygiene and environmental consulting, and is a certified and licensed Industrial Hygienist. James assists with the day-to-day management of TEM Environmental, Inc.

#### EDUCATION

BA, Augustana College, Chemistry MBA, Illinois Institute of Technoloty, Stuart School of Business

#### **PROFESSIONAL AFFILIATIONS**

American Industrial Hygiene Association, 1988 American Board of Industrial Hygiene, 1989 Chicago Section of the AIHA, 1989

#### CERTIFICATIONS

- Certified Industrial Hygienist
- Licensed Industrial Hygienist, State of Illinois
- NIOSH 582 Sampling & Analysis of Airborne Fibers
- Asbestos Analysis, Transmission Electron Microscopy
- Air Sampling Professional, IDPH Licensed
- Asbestos Project Manager, IDPH Licensed
- Asbestos Building Inspector, IDPH Licensed
- Asbestos Management Planner, IDPH Licensed
- Asbestos Project Designer, IDPH Licensed
- Lead Inspector and Risk Assessor, IDPH Licensed

#### SELECT PROJECT EXPERIENCE

#### Managing Environmental Consultant – Chicago Public Schools

Mr. Tuinenga has been practicing Industrial Hygiene in support of occupational health and safety for over 45 years. Currently serving Chicago Public Schools as a key person for TEM Environmental, Mr. Tuinenga has an active role in the development and preparation of environmental project designs that support CPS building renovations, demolitions, and emergency response. Mr. Tuinenga prepares variances and engages regulatory agencies when project conditions require creative solutions. Mr. Tuinenga coordinates and assists in projects involving Indoor Air Quality, microbial growth, environmental site assessments and remediation, and chemicals. Mr. Tuinenga is an expert in all asbestos laboratory analytical techniques and Transmission Electron Microscopy.

*Lead in School Drinking Water,* coordinated the collection and evaluation of drinking water samples from school buildings is response to new State of Illinois SB550 program. Projects ranged from single building districts to districts with 15+ buildings. Assisted districts with selection and implementation of mitigation strategies.

*Maine Township High School District 207,* Maine Township, Illinois, Indoor Swimming Pool Facility: districtwide, rapid-response industrial hygiene services, project coordination, sample collection and analysis, and data collection and interpretation.

*Wheaton College,* Wheaton, IL. Laboratory Decommissioning Investigation and Oversight: decommissioning of 6 general science laboratories prior to renovation including the oversight of the remediation of identified hazards.

**McHenry County College, McHenry Illinois,** Indoor Environmental Quality Survey in response to complaints after a roof renovation project. Industrial Hygiene services were conducted to investigate complaints.

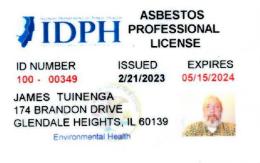
*Sterling Community Unit School District 5*, Sterling Illinois, Indoor Environmental Quality Surveys for a wide variety of building issues.

*Kinzie Real Estate Group,* Wheeling, Illinois, Remediation of Two Buildings in Northgate Rental Community Development: mold inspection and remediation oversight services.

*Maine Township High School District 207*, Maine Township, Illinois. 2017 Mechanical Upgrades at Maine West and Maine South High Schools, Asbestos Project Design for two large scale mechanical upgrade projects that included large boiler rooms at each school and multiple mechanical rooms throughout the two buildings.

**Public Building Commission, Chicago, Illinois**. Provided technical expertise including review and consulting services for PBC projects including the demolition of Malcom X College, Chicago Public School projects and City of Chicago Buildings.





ENDORSEMENTS	TC EXPIRES		
INSPECTOR	2/1/2024		
PROJECT DESIGNER	2/2/2024		
MANAGEMENT PLANNER	2/1/2024		
PROJECT MANAGER	1/31/2024		
AIR SAMPLING PROFESSIONAL			
Alteration of this license shall re This license issued under authority o Department of Public This license is valid only when acco training course certifi	of the State of Illinois Health ompanied by a valid		

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## The Board for Global EHS Credentialing (BGC)

through its vested authority, hereby confirms that

# James William Tuinenga

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

## Certified Industrial Hygienist<sup>®</sup> (CIH<sup>®</sup>)

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: Award Date: Expiration Date: 4564 CP November 28, 1989 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



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Reliable Environmental Solutions, Inc. RES	
Solutions, Inc.     RES       This is to certify that     James Tuinenga	
has on 02/1/23, in Springfield, Illinois, completed the requirements for asbestos accreditation under Section 206 of TSCA Title II Asbestos Management Planner Refresher Training	
as accredited by the State of Illinois and approved by the U.S.E.P.A. under 40 CFR 763 (AHERA) and passed the associated examination with a score of 70% or higher	
Course Date:       February 1, 2023       COURSE LENGTH: 4 HOURS         Examination Date:       February 1, 2023       Image: State of the state	
Certificate Number: <u>MPR/0493</u> Training Program Manager, William S. Williams 2760 W. Jefferson Street, Springfield, Illinois 217.787.9800 www.ReliableEnv.com	
<u> </u>	



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Reliable	
Environmental Solutions, Inc. R E S	
This is to certify that James Tuinenga	
has on 02/1/23, in Springfield, Illinois, completed the requirements for asbestos accreditation under Section 206 of TSCA Title II	
Asbestos Building Inspector Refresher Training	
as accredited by the State of Illinois and approved by the U.S.E.P.A. under 40 CFR 763 (AHERA) and passed the associated examination with a score of 70% or higher.	
Course Date:       February 1, 2023       COURSE LENGTH: 4 HOURS         Examination Date:       February 1, 2023	
Expiration Date: February 1, 2024 William S. William	
Certificate Number: <u>BIR/1095</u> Training Program Manager, William S. Williams	
2760 W. Jefferson Street, Springfield, Illinois 🛛 217.787.9800 🗆 www.ReliableEnv.com	





Reliable Environmental Solutions, Inc. RES	
This is to certify that James Tuinenga	
has on 01/31/23, in Springfield, Illinois, completed the requirements for asbestos accreditation under Section 206 of TSCA Title II	
Asbestos Contractor Supervisor Refresher Training	
as accredited by the State of Illinois and approved by the U.S.E.P.A. under 40 CFR 763 (AHERA) and passed the associated examination with a score of 70% or higher	
Course Date: January 31, 2023 COURSE LENGTH: 8 HOURS	
Examination Date: January 31, 2023	
Expiration Date: January 31, 2024 William S. William	
Certificate Number: <u>CSR/1593</u> Training Program Manager, William S. Williams	×
2760 W. Jefferson Street, Springfield, Illinois 🛛 217.787.9800 🗋 www.ReliableEnv.com	



NUTRONT CONTROL OF A CONTROL OF



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service Centers for Disease Control National Institute for Occupational Safety and Health

· JAMES W. TUINENGA

#### has completed the course

SAMPLING AND EVALUATING AIRBORNE ASBESTOS DUST (582)

conducted by the Division of Training and Manpower Development, NATIONAL INSTITUTE for OCCUPATIONAL SAFETY and HEALTH

CEU's 3.1

NUMAN SERV.

DATE \_\_\_\_\_\_\_ JANUARY 13-17, 1986

dayer Course Director

)



ENVIRONMENTAL, INC.







174 North Brandon Drive Glendale Heights, IL 60137



ILLINOIS LEAD PROGRAM Environmental Health

Alteration of this license shall result in legal action RISK ASSESSOR CERTIFICATE EXPIRES 11/28/2025 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

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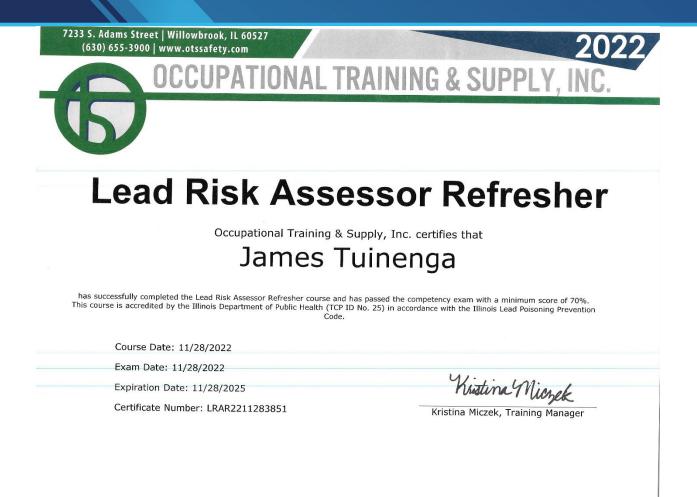
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#### Jennifer A Tuinenga

Administrative Assistant TEM Environmental, Inc.

#### **FIELDS OF EXPERTISE**

- Accounts Payable
- Accounts Receivable
- Human Resources
- Payroll

#### **PROFESSIONAL SUMMARY**

Jennifer Tuinenga is responsible for billing, accounts payable and accounts receivable for all laboratory services and projects. Responsibilities include tracking budgets, invoices, subcontractors, and laboratory reports for CPS schools.

#### **EDUCATION**

Timothy Christian HS, 2005

#### SELECT PROJECT EXPERIENCE

Responsible for invoice submission in support of asbestos services, project management oversight and recordkeeping for Evergreen Park School District 124, East Aurora School District 131, Community Unit School District 300, North Chicago School District 187, Maercker School District, Sterling Community Unit School District 5, Maine Township School District 207, Oregon School District 220, South Beloit School District 320, Mundelein School District 120, Elementary School District 159, and many others.

#### Managing Environmental Consultant – Chicago Public Schools

Ms. Tuinenga assists with the accounts payable and accounts receivable for TEM Environmental current Chicago Public School Managing Environmental Consulting contract. Ms. Tuinenga is essential in tracking budgets, processing subcontractor invoices and administering other contract accounting-related services. Ms. Tuinenga also maintains company certifications and assists operations with employee licensing and on-going training certifications.

#### Roto Rooter – Emergency Response

Ms. Tuinenga is responsible for administrative services and invoicing for emergency response services required by Roto Rooter throughout the Greater Chicago Metropolitan Area, southeast Wisconsin, and Northwest Indiana. Ms. Tuinenga maintains project response by means of a work order system and ensures invoices are processed promptly for insurance purposes and data tracking is concise and detailed. Ms. Tuinenga updates the department on employee utilization for project and overhead costs associated with overall project as well as individual responses.

#### Maine Township High School District

Ms. Tuinenga is responsible for all project related billing, time sheet processing, subcontractor invoice processing and other administrative support related to an on-going 5-year district-wide, large-scale multi-million-dollar construction, renovation and environmental abatement project which began in 2019. This complex project includes concurrent abatement projects at the districts' three large high schools.

#### Carpentersville Community unit School District 300

Assisted in project billing, invoice organization and submission, for a district-wide large-scale summer 2018 asbestos abatement project. This complex project includes concurrent abatement projects at 7 district schools. Will assist in project billing for the duration of the project.

#### **Riverdale School District**

Responsible for invoice submission of asbestos abatement and for the Riverdale High School bathroom upgrade project during the summer of 2020.



#### Asbestos Analysts Registry AAT Performance Results Report

TEM En∨ironmental 174 N Brandon Dr Glendale Heights, IL 60139 Post Date: 07/18/2023 Organization ID: REG-101151

#### REPORT OF PERFORMANCE FOR ROUND #146, ORGANIZATION #REG-101151

The following individuals have met all the requirements<sup>\*</sup> for Registration in the Asbestos Analysts Registry (AAR) and are listed as Registered Analysts:

ID	Name	DES	RESULTS (f/mm <sup>2</sup> ) FOR THE CURRENT ROUND (146)				DIAGN	Outliers			Performance		
	REG	RESULTS (17mm*) FOR THE CORRENT ROUND (146)							146 145		тот	renormance	
2798	Steven B. Geneser	1	236~	2	335	3	439	4	111	1	0	1	Acceptable
5325	Curtis R. Cannon	1	89	2	121	3	277	4	93	0	0	0	Acceptable
7550	Lori Boersma	1	240~	2	348	3	411	4	97	1	1	2	Acceptable
7551	Jack O'Brien	1	222~	2	311	3	435	4	116	1	0	1	Acceptable
9075	Brian Barry	1	E	2	E	3	Æ	4	E	E	1	1	Acceptable
9515	Michael Duddleston	1	65	2	135	3	282	4	99	0	0	0	Acceptable
288465	Prins Sales	1	169	2	202	3	310	4	127	0	0	0	Acceptable
292625	Drake Ottley	1	237~	2	341	3	426	4	104	1	0	1	Acceptable
292627	Thomas Hartenburg	1	78	2	327	3	330	4	130	0	0	0	Acceptable
301200	Michael Caddy	1	212~	2	290	3	398	4	101	1	0	1	Acceptable

The determination of outliers for the above results is based on the following performance limits:

Reference Values for Round

Round	Sample ID	Reference Mean	Lower Limit	Upper Limit
146	1	113	55	191
146	2	248	121	418
146	3	377	185	637
146	4	143	70	242

#### \*Criteria for listing as a Registered Analyst:

1. The organization's application shall be reviewed and approved by an AAR Subject Matter Expert and must meet all the requirements of the current AAR Policy and NIOSH 7400 method.

2. An analyst's application shall be reviewed and approved by an AIHA Registry Programs Staff Reviewer and must have completed two (2) consecutive AAT rounds with no greater than 2 outliers combined.

Note, Registration letters are sent to newly Registered Analysts within 10 business days of the date the results of the AAT round in which the analyst gains proficiency are posted.

Legend:

"--" denotes that the analyst did not submit data (resulting in 4 outliers).

"~" denotes that a sample ID or sample result was not within acceptable range. "X" denotes that the analyst was not enrolled in the specified round at the time of testing.

E" denotes an approved excused absence.

"+" denotes that the analyst's results are from the retest round; retest data overrides the original round's data.

Asbestos Analysts Testing Program Organization ID: REG-101151 AAT Round 146 Page 1 of 1









For the National Voluntary Laboratory Accreditation Program



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#### **National Voluntary** Laboratory Accreditation Program



#### **SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017**

**TEM Environmental, Inc.** 174 North Brandon Drive Glendale Heights, IL 60139 Mr. James Tuinenga Phone: 630-790-0880 Fax: 630-790-0882 Email: jimt@tem-inc.com http://www.tem-inc.com

#### **ASBESTOS FIBER ANALYSIS**

#### **NVLAP LAB CODE 101130-0**

#### **Bulk Asbestos Analysis**

Code	Description
18/A01	EPA 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials
Airborne Asbestos A	analysis
Cade	Description

Description <u>Coue</u> 18/A02 U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

Effective 2022-10-01 through 2023-09-30

Page 1 of 1



TEMENVIRONMENTAL, INC. RONMENTAL SCIENTISTS | INDUSTRIAL HYGIENISTS







#### (ATTACHED HERETO AND INCORPORATED HEREIN)

#### FIRM NAME \_\_\_\_\_

#### I. LEGAL ACTIONS

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

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?		
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?		

Stoven B. Genee

Vice President TEM Environmental, Inc. July 20, 2023

#### ATTACHMENT B DISCLOSURE AFFADAVIT

#### (ATTACHED HERETO AND INCORPORATED HEREIN)

#### 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 STEVEN B GENESER , as VICE PRESIDENT

Name

Title

and on behalf of <u>TEM ENVIRONMENTAL</u>, INC.

("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT							
Name of Firm:	TEM ENVIRONMENTAL,	TEM ENVIRONMENTAL, INC.					
Address:	174 N. BRANDON DR.						
City/State/Zip:	GLENDALE HEIGHTS IL	60139					
Telephone:	630.790.0880 Facsimile: 630.790.088						
FEIN:	46-3680823	SSN:					
Email:	SGENESER@TEM-INC.C	COM					
Nature of Transaction: P	ROFESSIONAL SERVICE	S FIRM					
Sale or purchase of land Construction Contract Professional Services Agreement Other							

#### II. DISCLOSURE OF OWNERSHIP INTERESTS

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

#### A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:					ILLINOIS	
If outside of Illinois, is	norized to conduct	business in the State Of Illinois: Yes No		🗌 Yes 🗌 No		
City/State/ZIP:	174 N BRANDON, GLENDALE HEIGHTS, IL 60139					
Telephone: 630.790.0880						
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)						
Name			Title			
KATHLEEN A. GENESER			PRESIDENT			
STEVEN B. GENESER			VICE PRESIDENT			
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)						
Name		Address			Ownership Interest Percentage	
KATHLEEN A. GENESER		210 BARNSIDE CIR. GENEVA, IL 60134		34 75	%	
STEVEN B. GENESER		210 BARNSIDE CIR. GENEVA, IL 60134		<sup>34</sup> 25	%	
					%	
LLC's only, indicate Management Type and Name:						
Member-managed	Mana Mana	ager-managed	Name:	Name:		
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.						

### **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	Туре	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.			
If the sole proprietorship is held by an agent or nominee holds such interest.	(s) or a nominee(s), indicate the principa	al(s) for whom the agent	
1	lame 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

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

#### 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

- 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.

#### VERIFICATION I.

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.

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	Sover 0121	
	Signature of A	uthorized Officer
	STEVEN B GENE	SER
	Name of Authorized Office	er (Print or Type)
	VICE PRESIDENT	
		Title
	630.790.0880	
	Tel	lephone Number
State of Illinois County of Kane		
Signed and sworn to before me on this 20_ day of Steven B. Geneser (Name) as Nice Pr	5014, 2023 by ester = (Title) of	
	idder/Proposer/Respondent or Contractor)	
Notary Public Signature and Seal		
	OFFICIAL SEAL REBECCA L GENESER NOTARY PUBLIC, STATE OF ILLINOIS	
MEnvirgemental_PS3081H_EnviroBenoDemoSvcs_29240101 <_2023ERViroRenoDemoSrVss_PS3081_20230531	My Commission Expires 9/24/24	Page 185 of Page 53 of 86
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# ATTACHMENT C DISCLOSURE OF RETAINED PARTIES

(ATTACHED HERETO AND INCORPORATED HEREIN)

#### 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 require 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):

Description or goods or services to be provided under Contract:

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)

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.

toven B. Genee 7/20/23 Signature Date **STEVEN B. GENESER** VICE PRESIDENT Name (Type or Print) Title Subscribed and sworn to before me this \_\_\_\_\_ day of July 2023 **OFFICIAL SEAL REBECCA L GENESER** NOTARY PUBLIC, STATE OF ILLINOIS Repecca J. Sneser My Commission Expires 9/24/24

Notary Public

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

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

#### 1. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Professional Service Provider also agree to take action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without goals.
- 2. Aspirational Goals
  - a. Upon the effective date of these Special Conditions, the Consultant agrees to make a best efforts to attain the aspirational goals to award 25% of the annual dollar value of all Commission Contracts to MBEs and 5% of the annual dollar value of all Commission Contracts to WBEs..
  - b. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
  - c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

#### 3. Definitions

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

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

Α.	Nam	e of joint venture
B.	Add	ess of joint venture
C.	Pho	ne number of joint venture
D.	lder	tify 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.	Natu	re of joint venture's business
F.	Prov	ide a copy of the joint venture agreement.
G.	Owr	ership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%
H.	Spe 1.	cify as to: 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.		ontrol of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsibility for:	sponsible 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	

- 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 ofCounty of	State of County of		
On thisday of, 20	On this day of, 20		
before me appeared (Name)	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)		

	Letter of	SCHEDULE C Intent from MBE/WI To Perform As	BE (1 of 2)		
	Subcontractor, Sub		Material Supplier		
Name of Project:					
Project Number:					
FROM:					
(Name of MBE or WBE)	MBE	WBE			
TO:					
	and Public Buildir	ng Commission of Ch	icago		
(Name of Bidder)					
The undersigned intends to perform	orm work in connection with the al	bove-referenced proj	ect as (check one):		
a S a P			_ a Corporation _ a Joint Venture		
	dersigned is confirmed by the attac I is a Joint Venture with a non-MBI				In addition, in
The undersigned is prepared to project.	provide the following described se	ervices or supply the f	ollowing described goods in	connection with the	above-named
The above-described services of	r goods are offered for the followir	ng price, with terms o	f payment as stipulated in th	e Contract Docume	nts.

#### <u>SCHEDULE C</u> 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.

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D	T	

Name of MBE/WBE Firm (Print)

Date

Signature

Name (Print)

Phone

IF APPLICABLE: BY:

Joint Venture Partner (Print)

Signature

Date

Phone

Name (Print)
MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-MBE/WBE \_\_\_\_

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

Name of Project:

STATE OF ILLINOIS

}SS COUNTY OF COOK

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

Title and duly authorized representative of

Name of Professional Service Provider whose address is

in the City of

\_\_\_\_\_, State of \_\_

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the abovereferenced 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	Dollar Credit Toward MBE/WBE Goals		
	Accordance with Schedule C	MBE	WBE	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
	Total Net MBE/WBE Credit	\$	\$	
	Percent of Total Base Bid	%	%	

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

#### SCHEDULE D

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

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

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

BY:

	Stoven & Genee
Name of Contractor (Print)	Signature
Date	Name (Print)
Phone	
IF APPLICABLE:	
BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE WBE Non-MBE/WBE