



**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  
(PS2061A)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**ACCURATE/GSG JOINT VENTURE**

**FOR**

**ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES (PS2061A)**

**Public Building Commission of Chicago**

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

<b>FIRM NAME:</b>	Accurate/GSG, AJV
<b>CONTACT NAME:</b>	Keith Clough
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**Mayor Rahm Emanuel  
Chairman**

Felicia S. Davis  
Executive Director

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**EXECUTION PAGE**  
**ENVIRONMENTAL RENOVATION/DEMOLITION SERVICES – PS2061A**

**THIS AGREEMENT** effective as of January 1, 2016, 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

**Accurate/GSG, AJV** with offices at \_\_\_\_\_

855 W. Adams Street, Suite 200, Chicago, IL 60607 (the "**Consultant**").

Address                                  City                                  State                                  Zip

**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- PS2061A

PUBLIC BUILDING COMMISSION OF CHICAGO

    *Rahm Emanuel*     Date: \_\_\_\_\_  
Mayor Rahm Emmanuel  
Chairman

ATTEST:

    *Lori Ann Kypson*     Date:     3/3/16      
Lori Ann Kypson  
Secretary

CONSULTANT:     Accurate/GSG, AJV    

    *Keith Clough*     Date:     3/2/16      
President or Approved Signatory - Accurate

    *Arturo Saenz*     Date:     3/2/16      
President or Approved Signatory - GSG

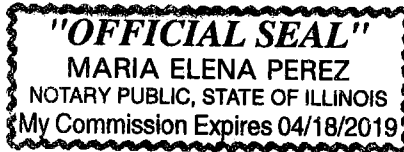
AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of:     Cook    

State of:     Illinois    

Subscribed and sworn to before me by     Keith Clough     and     Arturo Saenz      
on behalf of Consultant this     2nd     day of     March     20     16    .

    *Maria Elena Perez*      
Notary Public  
My Commission expires:     04/18/2019      
(SEAL OF NOTARY)



Approved as to form and legality:

    *Conrad J. Freed*     Date:     2-8-16      
Neal & Leroy, LLC

**SCHEDULE A  
TERMS AND CONDITIONS**

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

Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

- c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must, at all times, use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.
  - d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
  - e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
  - f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.
  - g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.
6. **Duties and Obligations of Consultant.**
- a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42

U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

- b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.
- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [www.pbcchicago.com/pdf/RES\\_PBC\\_ecr\\_CodeofEthicsConsolApril%202013\\_20130405.pdf](http://www.pbcchicago.com/pdf/RES_PBC_ecr_CodeofEthicsConsolApril%202013_20130405.pdf) and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.
- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **CW System.** The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the CW procedures and submit progress reports and other Deliverables through the CW System. The Consultant must attend courses and receive training on the CW 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 CW System courses are not compensable by the Commission.

- h. **Time of Essence.** The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.
- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.
- j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

7. **Term.**

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



9. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:
- a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.
  - b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
  - c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
  - d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.
  - e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
  - f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
  - g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.
  - h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.
10. **Indemnification of Commission and Third Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.
11. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in ATTACHMENT E.
12. **Default.**
- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
    - i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;
    - ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
    - iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
    - iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due,

or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

- v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.
  - b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.
  - c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
13. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.
  14. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.
  15. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.]
  16. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.

17. **Miscellaneous.**

- a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
- b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
- c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
- d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
- e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
- f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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## **SCHEDULE B SCOPE OF SERVICES**

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 in a Not to Exceed format, 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). For work in school buildings, the Consultant must have an IDPH licensed Project Designer on-staff.

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 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 "Collaboration Workspaces" (CW) website.

#### **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 on painted surfaces in the structure to be renovated/demolished. This survey shall be conducted by an IDPH licensed Lead Inspector.

The Consultant shall provide draft and final reports that shall consist of the name of the lead inspector, his/her 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, 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 provide draft and final lead survey reports to the PBC for review and comment, which includes a site map indicating material types, quantities, locations, laboratory data sheets, analytical results, copies of IDPH licenses for inspectors, chain of custody forms, 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 CW website.

### **C. Hazardous Material Building Inspections**

The Consultant shall conduct an inspection of the structure(s) planned for renovation/demolition for hazardous (and non-hazardous) materials such as PCB-containing components, mercury-containing components, chemicals, 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 CW website.

### **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 to tailor them for the abatement work. ACM abatement plans shall be created utilizing an asbestos project designer, licensed by IDPH. 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 on-staff.

The Consultant shall provide draft and final copies of the abatement specifications and drawings 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 CW website.

#### **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 CW 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. The Consultant shall coordinate with Renovation/Demolition Contractor on-site and shall maintain all submittal records and upload them to CW on a weekly basis.
5. The Consultant shall be responsible to maintain schedules of all waste removal activities on-site.
6. The Consultant shall be responsible to inspect the areas where waste is being removed and stored.
7. The Consultant shall inspect all waste leaving the site and shall sign-off on all waste manifests and bills of lading on behalf of the PBC.
8. The Consultant shall also be responsible to meet with regulators as requested and shall respond within twenty-four (24) hours to any violation notices received.
9. The Consultant shall respond to site issues, unforeseen conditions, regulatory inspections/citation, 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 job-site.
3. The ASP/PM shall conduct containment inspections.
4. The ASP/PM shall inspect the work areas and abatement procedures.
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 the specifications.
8. The ASP/PM shall conduct air monitoring in accordance with the National Institute for Occupational Safety and Health (NIOSH) Method 7400, counting rules and 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) in accordance with applicable regulations.
9. 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.
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 Name and License;
  - c. Date and time of activities;
  - d. Sampling methods used;
  - e. Asbestos abatement contractor;
  - f. Daily worker log;
  - g. Work area sign-in and out logs;
  - h. Photographs during abatement activities (before and after);
  - i. Notifications;
  - j. Worker and Supervisor Licensing;
  - k. Waste Manifests;
  - l. Analytical/filled out air sampling forms by ASP;
  - m. Daily inspectors logs;
  - n. Other forms and/or logs required by state and federal regulations; and
  - o. Provide sampling and analysis of unexpected ACM encountered during the work.

#### **G. Oversight of Lead Abatement Activities**

The Consultant shall provide IDPH licensed lead inspectors who shall coordinate daily work activities with the Renovation/Demolition General Contractor and their Lead Abatement sub-contractor. 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 job-site.
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.

Before a work area may be released for re-occupancy, the Consultant shall provide the following services:

1. 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.
2. Lead dust levels on horizontal surfaces are tested below the levels established by the IDPH. All environmental lead samples must be submitted and analyzed by an accredited laboratory, as defined in the regulations.
3. 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 before being released from the work area and allowing the work area for re-occupancy and removing the isolation barriers.

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 lead abatement contractor for the overall project.

The lead inspector shall also prepare monitoring reports in a standardized reporting format to document on-site monitoring during abatement that includes, at a minimum:

- Summary of work by building, including summaries of abated materials;
- Company and lead inspector name and license;
- Date and time of activities;
- Sampling methods used;
- Lead abatement contractor;
- Daily worker log;
- Work area sign-in and out logs;
- Photographs during abatement activities (before and after);
- Notifications;
- Worker and Supervisor Licensing;
- 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.

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**SCHEDULE C**  
**COMPENSATION OF THE CONSULTANT**

**C.1 CONSULTANT'S FEE**

- C.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount specified in each Task Order (Fee). The hourly rates attached herein represent the basis for each fee proposal from Consultant.
- C.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables including travel to and from Commission's job sites/meetings, cell phone, computer usage, vehicles, mileage, taxi fares, parking, tolls insurance, and any other costs incurred.
- C.1.3. Should the Commission require additional services above and beyond those described in Schedule B, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement, in writing.
- C.1.4. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved by the Commission prior to being incurred. Reimbursable Expenses shall include actual expenditures for subcontractors, laboratory costs, and leased or rented equipment, as well as those expenditures as identified and approved by the Commission on a Task Order basis.
- C.1.5. The Consultant's mark-up rates for the administration and oversight of subcontractors shall not exceed five percent of the subcontractor's invoice.

**C.2. HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL**

- C.2.1 All Consultant and Subconsultant personnel along with the billable hourly rate are subject to the prior approval of the Commission. The hourly rates shall not include compensation for overtime pay or holiday pay.
- C.2.2. Rates contained herein shall be enforceable for the term (and any subsequent option years exercised) of the agreement. Consultant may request, in writing to the Contract Officer, a request for a rate revision not less than 60 days at the end of each Calendar year. The request must be accompanied by justification by the Consultant. Revision or modifications of hourly rates shall be made at the sole discretion of the Commission.

**C.3 METHOD OF PAYMENT**

- C.3.1. **Invoices.** The Consultant will submit invoices, via CW, 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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**LOADED HOURLY RATES**  
**ENVIRONMENTAL CONSULTING SERVICES RENOVATION AND DEMOLITION - PS2061A**

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

Job Title	Unit	Hourly Rates
<b>Assessment/Project Management Services</b>		
A Senior Project Manager	Per hour	\$ 120.00
B Project Manager	Per hour	\$ 100.00
C Field Services Supervisor	Per hour	\$ 90.00
D Clerical	Per hour	\$ 45.00
E Licensed Professional Engineer, PE	Per hour	\$ 100.00
F Environmental Scientist (40hr HAZWOPPER)	Per hour	\$ 80.00
G Environmental Technician	Per hour	\$ 65.00
H CADD Operator	Per hour	\$ 60.00
I Certified Industrial Hygienist	Per hour	\$ 140.00
J Licensed Asbestos Management Planner	Per hour	\$ 90.00
K Licensed Asbestos Project Manager	Per hour	\$ 75.00
L Licensed Asbestos Air Sampling Professional	Per hour	\$ 70.00
M Licensed Lead Inspector	Per hour	\$ 75.00
N Licensed Risk Assessor	Per hour	\$ 85.00
O Certified Hazardous Materials Manager	Per hour	\$ 85.00
P Clerical/Administrative	Per hour	\$ 45.00
Q QA/QC Manager	Per hour	\$ 100.00
<b>Environmental Design Services</b>		
A Environmental Engineer P.E.	Per hour	\$ 100.00
B CAD Specialist	Per hour	\$ 65.00
C Drafting Technician	Per hour	\$ 60.00
D Clerical/Administrative Staff	Per hour	\$ 45.00
E Project Manager	Per hour	\$ 95.00
F Sr. Project Designer	Per hour	\$ 95.00
G Licensed Asbestos Designer	Per hour	\$ 140.00
H Lead Design	Per hour	\$ 90.00
I Hazardous Materials Design	Per hour	\$ 90.00

## **SCHEDULE D INSURANCE REQUIREMENTS**

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

### **D.1. INSURANCE TO BE PROVIDED**

#### **D.1.1. Workers' Compensation and Employers Liability**

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include at least the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners specified on the Task Order must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

#### **D.1.3. Automobile Liability (Primary and Umbrella)**

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

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

#### **D.1.4. Professional Liability**

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

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

#### **D.1.5 Property**

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

#### **D.1.6 Valuable Papers**

When any plans, designs, drawings, data, media, or other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

#### **D.1.7 Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$5,000,000 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 of Chicago, the City of Chicago and the User Agency and Owners 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. Nonfulfillment 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 Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners and their respective Board members, employees, elected and appointed officials, and representatives and owners or parties in possession of property.

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 Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners 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.

Consultant must submit the following:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
  - a. All required entities as Additional Insured
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 1001 or similar

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/04/2016

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

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

<b>PRODUCER</b>  Financial Renaissance 806 W. Washington Blvd., Suite 202 Chicago, IL 60607	<b>CONTACT NAME:</b> Mary Ann Palumbo <b>PHONE (A/C, No, Ext):</b> 312-492-6900 <b>FAX (A/C, No):</b> 312-276-8086 <b>E-MAIL ADDRESS:</b> mpalumbo@finren.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Nautilus Insurance Company <b>INSURER B:</b> Great Divide Insurance Company <b>INSURER C:</b> AXIS Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 17370 25224 37273
	<b>INSURED</b>  GSG Consultants, Inc. Accurate/GSG, AJV 855 West Adams Street, Suite 200 Chicago, IL 60607

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		ECPO1519898-15	08/13/2015	08/13/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution \$2,000,000 - Occurrence					PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> Professional Liab \$2,000,000 Claims-Made		Includes Contractual Liability - Railroads			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					Microbial Substance \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		BAP-1519900-15	08/13/2015	08/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	FFX1519904-15	08/13/2015	08/13/2016	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000
C	DED	RETENTION \$	EBZ783803/01/2015	08/13/2015	08/13/2016	EACH OCCURRENCE/AGGREGATE \$ 6,000,000
						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	WCA1519901-15	08/13/2015	08/13/2016	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Blanket Additional Insured on a primary and non-contributory basis as required per written contract as respects to General Liability and Automobile Liability.

Blanket Waiver of Subrogation applies in with respects to General Liability, Auto Liability and Workers Compensation as required per written contract.  
30 Days Notice of Cancellation, 10 Days Notice for Non-Payment of Premium

(Total Per Occurrence Limit is \$11,000,000 provided with the \$6,000,000 excess over \$3,000,000 excess over \$2,000,000 primary.)

## CERTIFICATE HOLDER

## CANCELLATION

Accurate/GSG, AJV

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

AUTHORIZED REPRESENTATIVE

*Joseph Alando*

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**SCHEDULE E**  
**KEY PERSONNEL**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**



# Key Personnel Matrix

Name	Years of Exp. in Industry	Current Position	Proposed Scope of Work													
			Asbestos Inspections	Hazardous Waste Inspections	Lead Abatement Design	Lead Abatement Design Drawing Preparation	Lead Abatement Preparation	Lead Abatement Specification Preparation	Lead Abatement Activity Oversight	Asbestos Abatement Oversight	Lead Abatement Oversight	QA/QC Technical Review				
David Avila	9	Project Manager	✓	✓							✓	✓	✓			
Felix Carrazco	9	Project Manager	✓	✓										✓	✓	
Keith Clough	25	President (Accurate)	✓			✓	✓									✓
Jorge Duran	9	Designer				✓	✓									
Mona Echols	10	Project Manager/ ASP				✓										✓
Dolores Fitzpatrick	8	Environmental Technician	✓													
Donesha Fitzpatrick	9	Lab Technician														
Wayne Gardner	18	Project Manager	✓	✓												✓
Joseph Hennigan	5	Project Manager	✓	✓												✓
Mary Hicks	23	Project Manager/ASP/ AI/ MP	✓			✓										✓
Tinisha Hicks	15	Project Manager/ ASP				✓										✓
Michael Holway	19	Senior Project Manager	✓	✓												✓
Mallory Jones	18	RA/LI/PM/ASP	✓	✓		✓										✓
Michael Navarrete	10	Project Manager	✓	✓												✓
Esteban Nunez	10	Project Manager	✓	✓												✓
Roberto Rivera	20	Senior Project Manager	✓	✓												✓
Arturo Saenz	25	Principal (GSG)	✓	✓		✓										✓
Ala Sassila, PhD, PE	27	Principal (GSG)				✓										
Jigar Shah, CIH, CSP	18	Director of Industrial Hygiene	✓	✓		✓										✓
Adell Simmons	16	Project Manager/ ASP				✓										✓
Tommy Thompson	5	Project Manager	✓	✓												✓
Luis Trani	1	Project Manager														
Marcus Tsilimos	13	Senior Project Manager	✓	✓												✓
Hans Upadhyay, PhD, PG	35	Senior Scientist														✓
Eric Valdez	4	Project Manager	✓	✓												✓

# RESUMES AND LICENSES OF KEY PERSONNEL

**David Avila***Project Manager*

8 Years' Experience  
 Joined GSG in 2005

**Areas of Expertise:**

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

**Training/Registrations:**

Asbestos Building Inspector,  
 Illinois (IDPH)  
 Asbestos Project Manager  
 (APM), Illinois (IDPH)  
 Air Sampling Professional  
 (ASP), Illinois (IDPH)  
 NIOSH 582  
 Lead Risk Assessor, Illinois  
 (IDPH)  
 OSHA 10 Certification  
 Asbestos Supervisor  
 Certification  
 Asbestos Supervisor  
 Certification  
 RMD's LPA-1 Lead Paint  
 Inspection System  
 Certification

**Qualifications Summary:**

Mr. Avila has 8 years of experience in environmental remediation services. Projects coordinated by Mr. Avila include the environmental survey for various clients including field inspections, contractor oversight, contract document review, project scheduling and coordination, and monitoring.

**Representative Project Experience:****Chicago Public Schools System, Chicago, IL***Building Inspector / Project Manager / Air Sampling Professional*

Supervised environmental remediation projects for over 300 schools within the CPS system. Managed asbestos containment building materials (ACBM) and lead-based paint (LBP) surveys throughout a number of CPS school buildings and facilities required during renovation projects including Boiler Upgrades, ADA Compliance Upgrades, Major Capital Renovations, Roof Replacement, and Window/Door Replacements. Lead assessment activities have included XRF inspections to assess damaged areas, and lead mitigation activities to address LBP issues in compliance with the IDPH and OSHA regulations included daily oversight during renovation activities, collection of lead clearance wipes, and completing reports at the end of projects. Air quality monitoring and clearance sampling were performed as per the regulatory requirements. Responsibilities have included attending meetings with design/management teams, reviewing architects' drawings, conducting site visits, and collecting samples and specifications to be included in bid documents.

**Three-year Asbestos Re-inspections, Chicago Public Schools, Chicago, IL***Project Manager*

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

**Chicago Housing Authority, Chicago, IL***Building Inspector / Project Manager / Air Sampling Professional*

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

**Chicago Department of Public Health, Chicago, IL***Lead Inspector*

Conducted lead clearance in various housing units following the abatement or mitigation of lead from wall, ceilings, windows and doors.

**Department of Veterans Affairs Hospitals, Various Locations, IL**

*Lead Inspector*

Responsible for conducting lead clearance following abatement or mitigation of lead from walls or ceilings.

**Chicago Transit Authority, Chicago, IL**

*Project Manager/Air Sampling Professional*

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



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4/11/2015

DAVID AVILA  
855 WEST ADAMS STREET  
CHICAGO, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11093

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

INSPECTOR 2/14/2016

PROJECT MANAGER 2/7/2016  
AIR SAMPLING PROFESSIONAL

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>


**ASBESTOS PROFESSIONAL LICENSE**

ILLINOIS DEPARTMENT OF PUBLIC HEALTH  
**IDPH**  
PROTECTING HEALTH. IMPROVING LIVES.

ID NUMBER 100 - 11093  
ISSUED 4/11/2015  
EXPIRES 05/15/2016

DAVID AVILA  
855 WEST ADAMS STREET  
CHICAGO, IL 60607

Environmental Health



ENDORSEMENTS	TC EXPIRES
INSPECTOR	2/14/2016
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	2/7/2016

*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.*

PROTECTING HEALTH. IMPROVING LIVES

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that \_\_\_\_\_

DAVID AVILA

has completed the Contractor/Supervisor Recertification course and passed the examination on 02/07/2015 with a minimum score of 70% or better. Training was in accordance with U.S. E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC 18-2.

02/07/2015

Course Dates: \_\_\_\_\_

02/07/2016

Expires: \_\_\_\_\_

1502CSR01

Certificate Number: \_\_\_\_\_



**PUBLIC HEALTH & SAFETY** inc.  
Environmental and Occupational Services  
105 S. Ashland Ave, Chicago, IL 60607

*N. Penneff*

Director of Training

Nicholas J. Penneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

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

12/11/2014

LICENSE NUMBER: 012841  
DAVID AVILA  
855 WEST ADAMS STREET, SUITE #200  
CHICAGO, IL 60607

**LICENSE APPROVED**

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License

PROTECTING HEALTH. |

 **LEAD RISK ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES
012841	12/11/2014	1/31/2016
DAVID AVILA 855 WEST ADAMS STREET, SUIT CHICAGO, IL 60607		



ILLINOIS LEAD PROGRAM  
Environmental Health

**Panfilo Carrazco***Environmental Technician*

9 Years' Experience

Joined GSG in 2005

**Areas of Expertise:**

Environmental Remediation

Lead &amp; Asbestos Abatement

Air Sampling Professional

**Training/Registrations:**Asbestos Project Manager  
(APM), Illinois (IDPH)Asbestos Building Inspector,  
Illinois (IDPH)Air Sampling Professional  
(ASP), Illinois (IDPH)

Lead Inspector, Illinois (IDPH)

40-Hour OSHA Health & Safety  
Training

NIOSH 582

Licensed Lead Inspector

OSHA 10 Certification

Asbestos Supervisor  
Certification

Confined Spaces Certification

RMD's LPA-1 Lead Paint  
Inspection System  
Certification**Qualifications Summary:**

Mr. Carrazco has 9 years of experience in environmental remediation services. The scope of the services included contractor oversight, contract document review, monitoring, and PCM analysis.

**Representative Project Experience:****Chicago Public Schools System, Chicago, IL***Project Manager/ Air Sampling Professional*

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

**Chicago Housing Authority, Chicago, IL***Air Sampling Professional*

Responsibilities included obtaining a collection of air sampling prior and during abatement for lead, asbestos, and polychlorobiphenyls using high and low volume pumps.

**Chicago Public Schools, Chicago, IL***Lead Inspector*

Performed lead inspections by collecting air, wipe, and soil samples during and after the abatement or mitigation project. Collected paint chip samples and performed lead inspections with the use of an X-ray fluorescence gun.

**Chicago Housing Authority, Chicago, IL***Lead Inspector*

Conducted lead clearance of units following lead removal procedures.

**Chicago Department of Public Health, Chicago, IL***Lead Inspector*

Conducted lead clearance in various housing units following the abatement or mitigation of lead from wall, ceilings, window and doors.

**Department of Veterans Affairs, V.A. Hospitals, IL***Lead Inspector*

Responsible for conducting lead clearance following abatement or mitigation of lead from walls or ceiling.





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4/11/2015

**PANILO CARRAZCO**  
855 W ADAMS STREET, SUITE 200  
CHICAGO, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11089

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

INSPECTOR

2/14/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

2/7/2016

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



ID NUMBER ISSUED EXPIRES  
100 - 11089 4/11/2015 05/15/2016

**PANILO CARRAZCO**  
855 W ADAMS STREET, SUITE  
CHICAGO, IL 60607

Environmental Health



ENDORSEMENTS	TC EXPIRES
INSPECTOR	2/14/2016
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	2/7/2016

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.

PROTECTING HEALTH, IMPROVING LIVES



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

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

12/10/2014

LICENSE NUMBER: 014002

Panfilo Carrazco  
855 W. Adams St., Ste. #200  
Chicago, IL 60607

### LICENSE APPROVED

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License

 **LEAD INSPECTOR  
LICENSE**

LEAD ID	ISSUED	EXPIRES
014002	12/10/2014	1/31/2016

Panfilo Carrazco  
855 W. Adams St., Ste. #200  
Chicago, IL 60607



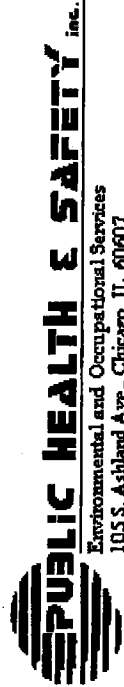
ILLINOIS LEAD PROGRAM  
Environmental Health

PROTECTING HEALTH

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that PANFILO CARRAZCO  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 02/07/2015 with a minimum score of 70% or better. Training was in accordance with U.S.  
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model  
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC  
18-2.



02/07/2015

Course Dates:

02/07/2016

Expires:

1502CSR02

Certificate Number:

*N. Penneff*

Director of Training

Nicholas J. Penneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008

**KEITH CLOUGH**  
524 Homeland Rd.  
Matteson, IL 60443  
Fax 708-248-6427  
Cell 773-406-7535

**Objective:**

**To provide my clients with accurate cost effective solutions with the unique knowledge and skills I have acquired over the years.**

**Qualifications:**

26 year experience as an Asbestos and Lead Project Manager.  
21 years' experience as an Asbestos and Lead Inspector.  
5 years Radon Mwasurement Professional  
26 years' experience as an Air Sampling Professional.  
13 years' experience as an Asbestos/Lead Contractor.

**REPRESENTATIVE PROJECT EXPERIENCE:**

**Owner/President**

**Accurate Environmental Solutions Inc., Matteson, IL**

2002 to Present

Owner - Project Manager / Air Sampling Professional during the removal of ACM during CPS Asbestos Abatement project, Commercial projects, Cook County Building renovation. Lead Inspector during LBP mitigation project Environmental Consultants: Oversee LBP mitigation, Asbestos Abatement and Hazardous Waste remediation, Perform air monitoring, PCM on site analysis, Member of the A.I.H.A. (American Industrial Hygiene Association) maintain daily logs in accordance with EPA, IDPH and OSHA rules and regulations. Asbestos and Lead inspections on public and commercial properties. Phase 1 Environmental Audits

**Co-Owner**

**L&C Environmental Consultants Inc., Chicago, IL.**

1997 to 2003

Environmental Consultants: Oversee LBP mitigation, Asbestos Abatement and Hazardous Waste remediation, Perform air monitoring, PCM on site analysis, Member of the A.I.H.A. (American Industrial Hygiene Association) maintain daily logs in accordance with EPA, IDPH and OSHA rules and regulations. Asbestos and Lead inspections on public and commercial properties. Phase 1 Environmental Audits.

**Contractor**                    **Matte Belle, Chicago, IL.**    June 2001 to June 2002  
Project Manager / Air Sampling Professional during the removal of  
ACM during CPS Asbestos Abatement project, Cook County  
Building renovation. Lead Inspector during LBP mitigation project

**Contractor**                    **Environmental Design International, Chicago, IL**    March 2002  
Collected OSHA lead air samples during the solidier field  
renovation, maintain daily logs,

**Contractor**                    **Public Health & Safety, Chicago, IL** 2001 to 2007  
Observe removal of ACM material, maintain daily logs, perform  
air monitoring, PCM on site analysis, Member A.I.H.A. (American  
Industrial Hygiene Association). Hands on training for Asbestos  
and lead workers

**Contractor**                    **DK Environmental, Chicago, IL** 1997 to 2002  
Project Manager / Air Sampling Professional, Oversee all work  
involving LBP mitigation, Asbestos Abatement in various Chicago  
Public Schools, Perform air monitoring and PCM on site analysis,  
Member of the A.I.H.A. (American Industrial Hygiene Association)

**Contractor**                    **American Labs (ALEX) Frankfort, IL** 1992 to 1995  
Project Manager Oversee all work involving LBP mitigation,  
Asbestos Abatement and Hazardous Waste remediation, Perform  
air monitoring, PCM on site analysis, Member of the A.I.H.A.  
(American Industrial Hygiene Association) Asbestos Inspections  
on Schools, public and commercial building

**Particle Data, Elmhurst, IL** 1988 to 1991  
Project Manager Oversee all work involving Asbestos Abatement  
on public and commercial properties.

**ENVIRONMENTAL:**            Asbestos Contractor/Supervisor Training, 1988  
Lead Inspector Training, 1993  
Asbestos Inspector Training, 1988  
NIOSH 582, 1988  
Mold Investigator  
Radon Measurement Professional

# CERTIFICATE OF ACHIEVEMENT

## LEAD INSPECTOR'S TRAINING

Accredited by Illinois Department of Public Health

This is to certify that KEITH CLOUGH has completed the 1-day INSPECTOR RECERTIFICATION course and successfully passed the examination on 12/03/2013 with a minimum score of 70%. Training was in accordance with the Illinois Lead Poisoning Prevention Code 77 ILL ADM Code 845.30 and U.S. EPA Model Training Course Curriculum.

12/03/2013

Course Dates:

12/03/2016

Expires:

1312LIR01

Certificate Number:



**PUBLIC HEALTH & SAFETY inc.**

Environmental and Occupational Services  
103 S. Ashland Ave., Chicago, IL 60607

*N. Duffoff*

Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # L-010



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

525 535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

11/6/2014

LICENSE NUMBER: 008756  
Keith Clough  
524 Homeland Rd  
Matteson, IL 60443

**LICENSE APPROVED**

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License



PRC

LEAD ID	ISSUED	EXPIRES
008756	11/6/2014	1/31/2016

Keith Clough  
524 Homeland Rd  
Matteson, IL 60443



ILLINOIS LEAD PROGRAM  
Environmental Health



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4/3/2015

**KEITH CLOUGH**  
524 HOMELAND RD  
MATTESON, IL 60443

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 02950

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

INSPECTOR

3/23/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

4/30/2015

If you have any questions or need further assistance, contact the Asbestos Program at  
(217)782-3517 or fax (217)785-5897.  
Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



**ASBESTOS  
PROFESSIONAL  
LICENSE**

ID NUMBER	ISSUED	EXPIRES
100 - 02950	4/3/2015	05/15/2016

**KEITH CLOUGH**  
524 HOMELAND RD  
MATTESON, IL 60443



Environmental Health

LIVES



# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that KEITH CLOUGH  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 04/30/2015 with a minimum score of 70% or better. Training was in accordance with U.S.  
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model  
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC  
18-2.



**PUBLIC HEALTH & SAFETY inc.**

Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

04/30/2015

Course Dates:

04/30/2016

Expires:

1504CSR01

Certificate Number:

*N. Peneff*

Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008

**Jorge Duran***AutoCAD Designer*

9 Years' Experience

Joined GSG in 2006

**Areas of Expertise:**

Program Management

Capital Development Programs

**Education:**

Associate of Applied Science,  
Drafting and Design Tech,  
Harold Washington College  
Chicago, Illinois

Certificate in

Mechanical Drafting  
Moraine Valley College  
Palos Hills, Illinois

**Training/Registrations:**

Certified Lead Inspector  
Contractor/Supervisor  
NIOSH 582

**Qualifications Summary:**

Mr. Duran has 9 years' experience in Engineering and Architecture AutoCAD drafting work. His responsibilities have included setting up backgrounds, schedules, and project details; labeling and checking the accuracy of final work drawings; and matching GSG-generated drawings with contract specifications. In addition, he has provided support to engineers, designers, scientists, and project managers. Under the direction of GSG's Principals, he has also worked on special projects requiring business development and graphic design skills.

**Representative Project Experience:****Chicago Public Schools System (CPS), Chicago, IL***AutoCAD Designer*

Responsibilities included measurement of floor dimensions, preparing preliminary drawings, and checking the final drawings for consistency with site information and contract specifications. Revised drawings as the work progressed and provided ongoing support system for engineers and project managers. Completed electronic transmission of files and checked/printed final drawings. Worked on the following CPS projects: Langston Hughes School, Potter Stewart School, Mark T. Skinner School, and Morse School.

**General Services Administration (GSA), Chicago, Illinois***AutoCAD Designer*

Responsibilities for GSA projects included reviewing and setting up drawings for the client; correctly labeling and checking the accuracy of final drawings for consistency with available information and contract specifications, working closely with GSG's engineers and project managers; addressing client comments and revising drawings as the project evolved. GSA worked included the following projects: Ford Federal Building, Grand Rapids, Michigan; Potter Stewart Courthouse, Cincinnati, Ohio; Akron Fob & Federal Courthouse, Akron, Ohio; Detroit Federal Courthouse, Detroit, Michigan; and Kalamazoo Federal Building, Kalamazoo, Michigan.

**Capital Development Board (CDB), State of Illinois, Chicago/De Kalb, Illinois***AutoCAD Designer*

Responsibilities for GSA projects included reviewing and setting up drawings for the client; correctly labeling and checking the accuracy of final drawings for consistency with available information and contract specifications, working closely with GSG's engineers and project managers; addressing client comments and revising drawings as the project evolved. GSA work included the following projects and locations: Ford Federal Building, Grand Rapids, Michigan; Potter Stewart Courthouse, Cincinnati, Ohio; Akron Fob & Federal Courthouse, Akron, Ohio; Detroit Federal Courthouse, Detroit, Michigan; and Kalamazoo Federal Building, Kalamazoo, Michigan.

**University of Illinois at Chicago, Chicago, Illinois***AutoCAD Designer*

Responsibilities for these projects include onsite visits to project sites, preparing preliminary drawings, and checking the final drawings for consistency with site information and contract specifications. Correctly labeled and checked final drawings before submitting to the client. Worked on the following University of Illinois projects: Research institute building, Low temperature building, and Astronomy and Astrophysics building.

**Chicago Housing Authority (CHA), Chicago, Illinois***AutoCAD Designer*

Responsibilities for CHA projects include onsite measurements of area dimensions and field visits. Reviewing and setting up drawings for the client, correctly labeling and checking the accuracy of final drawings for consistency with available information and contract specifications, working closely with GSG's project managers, and addressing client's comments and revising drawings as the project evolved. Worked on the following CHA projects: Altgeld Gardens, Dearborn Homes, Pomeroy Apartments, and Kenmore Apartments.

**Public Building Commission (PBC), Chicago, Illinois***AutoCAD Designer*

Responsibilities for this project included onsite measurement of area dimensions, drawing preliminary floor plans, and revising the floor plans as the projects progressed. Coordinated working drawings with engineers and project managers, checked final drawings prior to delivery to the client, and transferred client mark-ups to revised drawings. Projects for PBC included the following sites: Westinghouse High School, Kennedy King College, Langston Hughes School, Fire Engine 102, and Mark T. Skinner School.

**Sienna Condominiums, Evanston, Illinois***AutoCAD Designer*

Responsible for the preliminary interior design sketches. Duties also included conversion of drawings into an electronic CAD format, correctly labelled final work drawings, performed support work for architect, and converted some parts of the project into 3D drawings using AutoCAD and VIZ.

**Wendy's Restaurant, Northbrook, Illinois***AutoCAD Designer*

Assisted architect in preliminary design and responsible for the exterior of the establishment. Translated mark-ups into drawings, assisted in setting up standards, and finalized plot drawing for construction.

**Mona Echols**  
Administrative Secretary  
Project Manager

**Experience:**

Mrs. Echols has 10 years of experience in Administrative operations and 10 years experience in environmental remediation services. The scope of the services included contractor oversight, contract document review, project scheduling and coordination, and monitoring.

**REPRESENTATIVE PROJECT EXPERIENCE:**

**Accurate Environmental Solutions, Incorporated 524  
Homeland Rd., Matteson IL. 60443**

10 Years Experience  
*With Accurate  
Environmental Inc. since  
2005*

**Education:**

Orr High School  
Malcolm X College

**Registrations:**

Asbestos Project Manager  
(APM), IL (IDPH)  
Air Sampling Professional  
(ASP), IL (IDPH)

- **Project Manager/Air Sampling Professional, Chicago Public Schools :** Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.
- **Project Manager/Air Sampling Professional, Suburban School District,:** Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.
- **Asbestos Survey of Chicago Public Schools, Chicago, IL:** Participated in the inspections of over 50 schools of the Chicago Public Schools System that was being assessed for environmental concerns. Prepared cost estimates to remediate various environmental hazards identified during the inspection.
- **Three-year Asbestos Reinspections, Chicago Public Schools. Chicago, IL:** Participated in the AHERA asbestos bulk surveys for three-year re-inspections. The project involved asbestos sampling, laboratory analysis for schools throughout the city of Chicago.
- **Six-month Asbestos Surveillance of Chicago Public Schools,** Perform AHERA asbestos surveillance at various Chicago Public Schools in regions 2.
- **Other Experience:** Collect water, soil, lead and bulk samples.



# IDPH

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • [www.dph.illinois.gov](http://www.dph.illinois.gov)

3/13/2015

**MONA L ECHOLS**  
9142 S. Woodlawn Ave.  
Chicago, IL 60619

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 18247

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

5/30/2015

If you have any questions or need further assistance, contact the Asbestos Program at  
(217)782-3517 or fax (217)785-5897.  
Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



## IDPH

### ASBESTOS PROFESSIONAL LICENSE

ID NUMBER	ISSUED	EXPIRES
100 - 18247	3/13/2015	05/15/2016

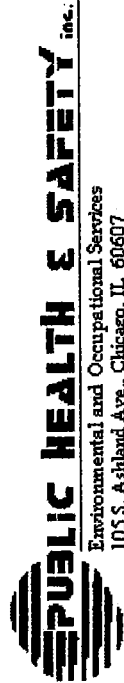
MONA L ECHOLS  
9142 S. Woodlawn Ave.  
Chicago, IL 60619



# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that MONA ECHOLS  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 05/30/2014 with a minimum score of 70% or better. Training was in accordance with U.S.  
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model  
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC  
18-2.



05/30/2014

Course Dates:

05/30/2015

Expires:

1405CSR02

Certificate Number:

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

Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008

**Delores Fitzpatrick***Environmental Technician*

8 Years Experience

Joined GSG in 2005

**Areas of Expertise:**

Environmental Remediation

Lead &amp; Asbestos Abatement

Air Sampling Professional

**Training/Registrations:**Asbestos Project Manager  
(APM), Illinois (IDPH)Asbestos Building Inspector,  
Illinois (IDPH)Air Sampling Professional  
(ASP), Illinois (IDPH)Asbestos Supervisor, Illinois  
(IDPH)

Lead Risk Assessor Certification

OSHA 10 Certification

Asbestos Supervisor  
Certification

NIOSH 581

RMD's LPA-1 Lead Paint  
Inspection System  
Certification**Qualifications Summary:**

Ms. Fitzpatrick has 8 years of experience in environmental remediation services. The scope of the services included contractor oversight, contract document review, monitoring, and PCM analysis.

**Representative Project Experience:****Chicago Public Schools System, Chicago, IL***Project Manager/ Air Sampling Professional*

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

**Chicago Housing Authority, Chicago, IL***Air Sampling Professional*

Responsibilities included collection of air sampling prior and during abatement for lead, asbestos, and polychlorobiphenyls using high and low volume pumps.

**Chicago Public Schools, Chicago, IL***Lead Inspector*

Responsibilities included performing lead inspections by collecting air, wipe, and soil samples during and after abatement or mitigation project. Collected paint chip samples, and performing lead inspections with the use of an X Ray Fluorescence gun.

**Chicago Housing Authority, Chicago, IL***Lead Inspector*

Responsibilities included conducting lead clearance of units following lead removal procedures.

**Chicago Department of Public Health, Chicago, IL***Lead Inspector*

Conducted lead clearance in various housing units following the abatement or mitigation of lead from wall, ceilings, window and doors.

**Department of Veterans Affairs, V.A. Hospitals, IL***Lead Inspector*

Responsible for conducting lead clearance following abatement or mitigation of lead from walls or ceiling.



525-525 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

4/11/2015

**DELORES FITZPATRICK**  
855 WEST ADAMS, SUITE 200  
CHICAGO, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 05183

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

INSPECTOR

2/14/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

2/7/2016

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>

ENDORSEMENTS

TC EXPIRES

INSPECTOR

2/14/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

2/7/2016

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.



**ASBESTOS  
PROFESSIONAL  
LICENSE**

ID NUMBER ISSUED EXPIRES  
100 - 05183 4/11/2015 05/15/2016

**DELORES FITZPATRICK**  
855 WEST ADAMS, SUITE 200  
CHICAGO, IL 60607



Environmental Health

HEALTH, IMPROVING LIVES



**Donesha Fitzpatrick**

*Lab Analyst/Technician*

9 Years' Experience  
Joined GSG in 2006

**Areas of Expertise:**

Environmental Remediation  
Lead & Asbestos Abatement  
Air Sampling Professional

**Training/Registrations:**

Air Sampling Professional (ASP)  
(IDPH)  
NIOSH 7400 (IDPH)  
Asbestos Supervisor  
Certification

**Qualifications Summary:**

Donesha Fitzpatrick has 9 years of experience in environmental remediation services. The scope of the services included contractor oversight, contract document review, monitoring, and PCM analysis.

**Representative Project Experience:**

**Chicago Public Schools System- Chicago, IL**

*Project Manager/ Air Sampling Professional*

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

**Chicago Housing Authority- Chicago, IL**

*Project Manager/ Air Sampling Professional*

Responsibilities included collection of air sampling prior and during abatement for lead, asbestos, and polychlorobiphenyls using high and low volume pumps.

**GSG Consultants- Chicago, IL**

*Lab Analyst / Technician*

Responsible for prepping of samples by PCM analysis via PCM methodologies. Conduct asbestos analysis with quick turnaround times within a highly regulated environment. Maintain and calibrate laboratory equipment. Deliver accurate results to the appropriate client.

**Wayne Gardner***Construction Engineer*

18 Years' Experience  
 Joined GSG in 2012

**Areas of Expertise:**

Construction Management  
 Quality Control

**Training/Registrations:**

Chicago Transit Authority (CTA)  
 Rail Safety Training

Construction Quality  
 Management for Contractors

ASHE Healthcare Construction  
 Certificate

ASHE Healthcare Infection  
 Control Certificate

OSHA 10 Hour

OSHA 30 Hour

OSHA 510

OSHA 500 OSHA Certified  
 Trainer

STS Safety Trained Supervisor  
 40 Hour HAZWOPER

First Aid & CPR

Estimating Training American  
 Builders Corporation

Asbestos Building Inspector  
 Certificate

Asbestos and Lead Abatement  
 Certificate

Lead Inspector Certificate

NIOSH 582 Air Sampling  
 Professional

Contractor/ Supervisor Initial  
 Asbestos Training Certificate

**Qualifications Summary:**

Mr. Gardner is a project engineer for GSG's construction management division. His experience includes construction management for renovations of site utilities with a primary focus on water main and storm sewer installations as well as quality control inspection on renovation projects from demolition to certification of occupancy which included remediation of asbestos and lead abatement.

**Representative Project Experience:****Chicago Public Schools Asbestos and Lead Inspections, Chicago, IL***Inspector*

Responsibilities included performing lead inspections by collecting air, wipe, and soil samples during and after abatement or mitigation project. Collected paint chip samples, and performing lead inspections with the use of an X Ray Fluorescence gun. Participated in the inspections of over 50 schools of the Chicago Public Schools System that was being assessed for environmental concerns. Prepared cost estimates to remediate various environmental hazards identified during the inspection.

**Chicago Transit Authority Red Line South Reconstruction Project, Chicago, IL***Field Engineer*

The CTA is currently implementing the reconstruction of the Red Line South from the Cermak-Chinatown station to 95<sup>th</sup> station. The \$425 million project included reconstruction of everything in the track bed down to the subgrade which includes: new drainage, electric duct bank, ballast, ties, rail, third rail and signals were installed. Some stations also received improvements ranging from new canopies, paint and lighting upgrades to new benches and bike racks. Additionally, new elevators were installed at Garfield, 63rd and 87th stations, making all stations on the South Side Red Line accessible. Mr. Gardner was responsible for providing oversight of work being done by the general contractor and the sub-contractors performing the work. Work consisted of reviewing drawings and specs to insure quality control, performing inspections of work, maintaining quantity logs for materials, maintaining a field book and doing Inspector Daily Reports (IDR) and maintaining the punch list verifying work is completed. Additionally, the project includes live tracks and streets, which mandated the use of rail safety and Maintenance of Traffic (MOT).

**Chicago Transit Authority Red Line North Stations, Chicago, IL***Safety Specialist*

The CTA is currently implementing capital maintenance work at seven rail stations along the north branch of the Red Line. The \$57.4 million project includes viaduct repairs, platform repairs or replacement, station water proofing, lighting improvements and new station house finishes such as floors,

doors, windows and lighting. Mr. Gardner is responsible for conducting safety oversight for this project, which includes fall protection, heavy machinery, and demolition hazards; job hazard analysis; inspecting and observing work activities in order to identify and report hazards found and facilitating hazard correction; reviewing safety plans from contractors to ensure adherence to project specifications; participating in the evaluation of equipment used on CTA property to identify risks and recommend control measures. Additionally, the project includes live tracks and streets, which mandates additional safety measures to protect the travelling public.

**Chicago Transit Authority 51st Station Green Line Sandblasting Air Monitoring, Chicago, IL**

*Safety Specialist*

As part of the CTA's Station Renewal program, the 51st Green Line station received extensive improvements which included sandblasting activity. Mr. Gardner's responsibilities included collection of samples prior and during abatement, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling at the completion of each phase during the project.

**All Seasons Contractors Inc., Virginia Beach, VA**

*Project Assistant Manager*

PMA/QC Systems Manager for Indefinite Delivery/Indefinite Quantity (IDIQ) Contracts. Projects included:

- Building 661 Renovations, Fort Eustis, VA. Renovations included abatement of asbestos, pipe insulation and flooring mastic
- JEIDDO Project, NWSY, Yorktown, VA; project included site utilities
- Fire Station #3, Newport News, VA
- NEX Expansion, Norfolk Naval Base, Norfolk, VA
- NEX Food Court Renovation, Norfolk Naval Base, Norfolk, VA; project included renovations and site utilities
- Building P235, Norfolk Naval Base, Norfolk, VA

**Construction Development Services Inc, Norfolk, VA**

*Construction Superintendent*

Superintendent/QC Systems Manager/Safety Trained Supervisor for IDIQ Contracts. Approved Alternate QC Manager on all awarded IDIQ Contracts. Projects included Building MB12 HVAC Repair, Norfolk Naval Base, Building U132 Renovation, Norfolk Naval Base, Building U16 Barracks Fire Damage Renovation, Norfolk Naval Base.



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

525 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

12/11/2014

LICENSE NUMBER: 164888  
Wayne E Gardner  
3899 Montgomery Drive  
Crete, IL 60412

**LICENSE APPROVED**

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Alteration of this license shall result in legal action  
INSPECTOR CERTIFICATE EXPIRES 11/9/2015

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

Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

**IDPH LEAD INSPECTOR LICENSE**

LEAD ID ISSUED EXPIRES  
164888 12/11/2014 1/31/2016

Wayne E Gardner  
3899 Montgomery Drive  
Crete, IL 60412



ILLINOIS LEAD PROGRAM  
Environmental Health



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

4/13/2015

**WAYNE E GARDNER**  
855 W. Adams St., Suite 200  
Chicago, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19039

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

INSPECTOR

3/23/2016

AIR SAMPLING PROFESSIONAL

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>

ENDORSEMENTS

INSPECTOR

TC EXPIRES

3/23/2016



**ASBESTOS  
PROFESSIONAL  
LICENSE**

ID NUMBER  
100 - 19039

ISSUED  
4/13/2015

EXPIRES  
05/15/2016

**WAYNE E GARDNER**  
855 W. Adams St., Suite 200  
Chicago, IL 60607

Environmental Health



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.*

HEALTH IMPROVING

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Accredited by the Illinois Department of Public Health

This is to certify that WAYNE GARDNER  
has completed the ASBESTOS INSPECTOR'S REFRESHER course and successfully passed the  
examination on 03/23/2015 with a minimum score of 70% or better. Training was in accordance  
with U.S. E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools:  
Model Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA.

03/23/2015

Course Dates:

03/23/2016

Expires:

1503BIR09

Certificate Number:



**PUBLIC HEALTH & SAFETY inc.**

Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

*N. Penneff*

Director of Training

Nicholas J. Penneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-010B

**Joseph Hennigan***Environmental Technician*

5 Years Experience

Joined GSG in 2008

**Areas of Expertise:**

Environmental Remediation

Lead &amp; Asbestos Abatement

Air Sampling Professional

**Training/Registrations:**Asbestos Project Manager  
(APM), Illinois (IDPH)Asbestos Building Inspector,  
Illinois (IDPH) #100-18350Air Sampling Professional  
(ASP), Illinois (IDPH)Lead Inspector, Illinois (IDPH)  
NIOSH 582

Licensed Lead Inspector

IDPH License #014003

Lead Risk Assessor Certification

Asbestos Supervisor  
CertificationRMD's LPA-1 Lead Paint  
Inspection System CertificationOSHA 8 Hour Safety Training  
Certification

EPA RRP Certification

OSHA 29 CFR 1910.146

Confined Space Entry  
Certification

CTA and AMTRAK

Rail Safety Training Certificates

**Qualifications Summary:**

Mr. Hennigan has 5 years of experience in environmental remediation services, including contractor oversight, contract document review, monitoring, and PCM analysis.

**Representative Project Experience:****Chicago Public Schools System - Chicago, IL***Project Manager/ Air Sampling Professional*

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

**Chicago Housing Authority - Chicago, IL***Air Sampling Professional*

Responsibilities included collection of air sampling prior to and during abatement for lead, asbestos, and polychlorobiphenyls using high and low volume pumps.

**Chicago Public Schools - Chicago, IL***Lead Inspector*

Responsibilities included performing lead inspections by collecting air, wipe, and soil samples during and after abatement or mitigation project. Collected paint chip samples and performed lead inspections with the use of an X Ray Fluorescence gun.

**Chicago Housing Authority - Chicago, IL***Lead Inspector*

Responsibilities included conducting lead clearance of units following lead removal procedures.

**Chicago Department of Public Health - Chicago, IL***Lead Inspector*

Conducted lead clearance in various housing units following the abatement or mitigation of lead from wall, ceilings, window and doors.

**Department of Veterans Affairs, V.A. Hospitals - IL***Project Manager/ Air Sampling Professional**Lead Inspector*

Responsibilities included collection of samples prior and during abatement, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearance air sampling at the completion of each phase during the project. Responsible for conducting

lead clearance following abatement or mitigation of lead from walls or ceiling.

**AMTRAK - Chicago, IL**

*Project Manager/ Air Sampling Professional  
Lead Inspector*

Responsibilities included collection of Asbestos, Lead, and VOC samples prior to and during abatement, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearance air sampling at the completion of each phase during the project. Responsible for conducting lead clearance following abatement or mitigation of lead from walls, ceilings, and platform structures.

**Chicago Transit Authority - Chicago, IL**

*Project Manager/ Air Sampling Professional / Lead Inspector*

Responsibilities included collection of samples prior to and during abatement, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearance air sampling at the completion of each phase during the project. Responsible for conducting lead clearance following abatement or mitigation of lead from walls ceilings and platform structures.

**Public Building Commission of Chicago - Chicago, IL**

*Project Manager/ Air Sampling Professional / Lead Inspector*

Responsibilities included collection of samples prior and during abatement, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearance air sampling at the completion of each phase during the project. Responsible for conducting lead clearance following abatement or mitigation projects.





Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

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

12/10/2014

LICENSE NUMBER: 014003  
Joseph L. Hennigan  
855 W. Adams St., Ste. #200  
Chicago, IL 60607

**LICENSE APPROVED**

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License

**IDPH LEAD INSPECTOR LICENSE**

LEAD ID	ISSUED	EXPIRES
014003	12/10/2014	1/31/2016

Joseph L. Hennigan  
855 W. Adams St., Ste. #200  
Chicago, IL 60607



ILLINOIS LEAD PROGRAM  
Environmental Health

PROTECTING HEALTH. IMPROVING



525-535 West Jefferson Street • Springfield, Illinois 62761-9001 • [www.idph.state.il.us](http://www.idph.state.il.us)

4/13/2015

**JOSEPH L HENNIGAN**  
855 W ADAMS, SUITE 200  
CHICAGO, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 18350

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

INSPECTOR

2/14/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

2/7/2016

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>

ENDORSEMENTS

TC EXPIRES

INSPECTOR

2/14/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

2/7/2016

**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.



**ASBESTOS  
PROFESSIONAL  
LICENSE**

ID NUMBER  
100 - 18350

ISSUED  
4/13/2015

EXPIRES  
05/15/2016

**JOSEPH L HENNIGAN**  
855 W ADAMS, SUITE 200  
CHICAGO, IL 60607



Environmental Health

Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

SAFETY, HEALTH, IMPROVING LIVES

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that JOSEPH L. HENNIGAN  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 02/07/2015 with a minimum score of 70% or better. Training was in accordance with U.S.  
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model  
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC  
18-2.



**PUBLIC HEALTH & SAFETY inc.**

Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

*N. Penneff*

02/07/2015

Course Dates:

02/07/2016

Expires:

1502CSR11

Certificate Number:

Phone: 312-491-0081

Director of Training

Nicholas J. Penneff

Doctor of Public Health

FORM # A-008

Mary Hicks  
Project Manager

**Experience:**  
23 year experience as an Air Sampling Professional  
22 year experience as Asbestos Project Manager  
20 year experience as Asbestos Inspector  
20 year experience as an Asbestos Management Planner  
10 year experience as a Lead Inspector

**Education:**  
Tarkio College  
Bachelor's of Science  
Major: Biology  
Minor: Psychology

**REPRESENTATIVE PROJECT EXPERIENCE:**

**Accurate Environmental Solutions, Incorporated 524 Homeland Rd., Matteson IL. 60443**  
**Project Manager and Air Sampler**

- Provided estimates on projects
- Managed multiple projects
- Enforced EPA and OSHA regulations
- Managed Asbestos and Lead Contractors
- Took water, soil, air, lead, and bulk samples
- Enforced specifications of naval base & employees
- Perform air monitoring using NIOSHA 582 method
- Inspect public and commercial for asbestos and lead hazards
- Write management plans for asbestos projects

9 Years Experience  
*With Accurate  
Environmental Inc.  
since 2006*

**Registrations:**  
Asbestos Air Sampling Professional  
Asbestos Project Manager  
Asbestos Building Inspector  
Contractor Supervisor  
NIOSH 582 Fiber Counting  
Asbestos Management Planner  
Lead Inspector

**Mint Environmental Incorporated 9558 S. Loomis Chicago, Illinois**  
**Project Manager and Air Sampler**

- Provided estimates on projects
- Managed multiple projects
- Enforced EPA and OSHA regulations
- Managed Asbestos and Lead Contractor

**EEG & New Orleans, Louisiana**  
**Industrial Hygienist**

- Managed crews as they removed transite from Hurricane Katrina victim's home
- Enforced EPA & OSHA regulations
- Enforced specifications of the Army Core of Engineers

**Lightner Incorporated 1945 S. Halsted Chicago, Illinois**  
**Project Manager and Air Sampler**

- Sampled air for lead and asbestos contaminants
- Managed asbestos/lead abatement contractors
- Enforced EPA and OSHA regulations
- Enforced specifications of client

**Del Mar Incorporated 1945 S. Halsted Chicago, Illinois**  
**Senior Project Manager and Air Sampler**

- Produced reports for clients, contractors, and appropriate federal agencies
- Enforced OSHA and EPA regulations
- Managed asbestos abatement contractors
- Managed multiple projects and field personnel
- Took water, soil, air, and lead samples
- Use XRF machine
- Read specifications and architectural drawing

**SOL Consultants 79<sup>th</sup> Oakley Chicago, Illinois**  
**QA/QC Manager**

- Managed Multiple projects and field personnel
- Made sure other personnel were doing paperwork and analyzing slides correctly.
- Produced reports for clients, contractors, and appropriate federal agencies
- Insured that clients and the on-site personnel developed a good relationship

**Air Monitoring Services 319 W. Ogden Downers Grove, Illinois**  
**Air Sampling Professional and Project Manager**

- Managed Multiple projects
- Enforced OSHA and EPA regulations



**ASBESTOS  
PROFESSIONAL  
LICENSE**

ID NUMBER	ISSUED	EXPIRES
100 - 04437	4/23/2015	05/15/2016

MARY H HICKS  
9558 SOUTH LOOMIS  
CHICAGO, IL 60643

Environmental Health



**Tinisha Hicks**  
Project Manager

**Experience:**

15 years experience as an Air Sampling Professional  
14 years experience as a Project Manager  
10 years experience as an Asbestos Inspector

9 Years  
Experience  
With Accurate  
Environmental  
Inc. since 2006

**REPRESENTATIVE PROJECT EXPERIENCE:**

**Accurate Environmental Solutions, Incorporated 524 Homeland Rd.,  
Matteson IL. 60443**

- Project Manager, Air Sampler and Inspector
- Managed Asbestos and Lead Contractors
- Managed multiple projects
- Provide estimates on projects
- Enforced EPA and OSHA guidelines
- Took water, soil, bulk, air and lead samples

**Education:**

Simeon Career  
Academy  
Chicago State  
University

**EE&G New Orleans, Louisiana**

*Industrial Hygienist*

- Managed crews as they removed transite from Hurricane Katrina victim's homes
- Enforced EPA and OSHA regulations
- Enforced specifications of the Army Core of Engineers

**Registrations:**  
Asbestos Project  
Manager  
(APM), IL  
(IDPH)  
Air Sampling  
Professional  
(ASP), IL  
(IDPH) Lead  
Inspection (LI)  
IL.  
Risk Assessor  
(RI) IL.

**Lightner Incorporated 1945 S. Halsted Chicago, Illinois**  
*Project Manager and Air Sampler*

- Enforced EPA and OSHA regulations
- Managed asbestos and lead abatement contractors
- Enforced specifications of client
- Sampled air for lead and asbestos contaminants

**Del Mar Incorporated 1945 S. Halsted Chicago, Illinois**  
*Project Manager and Air Sampler*

- Enforced OSHA and EPA regulations
- Managed asbestos and lead abatement contractors
- Took water, soil, air, lead, and bulk samples
- Produced reports for clients
- Use XRF machine
- **Other Relevant Experience** Usage of XRF Machine, OSHA Competent Person, OSHA Compliance Monitoring



**ASBESTOS  
PROFESSIONAL  
LICENSE**

ID NUMBER  
100 - 09793

ISSUED  
4/30/2014

EXPIRES  
05/15/2015

TINISHA L HICKS  
9558 S LOOMIS  
CHICAGO, IL 60643

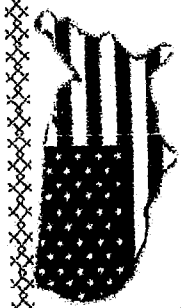


Environmental Health





Asbestos Contractor / Supervisor Refresher



THIS CERTIFIES THAT  
Tinisha Hicks

Has successfully completed the IL & IN Approved Asbestos Training Course and passed the Examination for purposes of accreditation under section 206 of Title II of the Toxic Substances Control Act (TSCA).  
Conducted by Amerisafe Training Services, 3990 Enterprise Court, Aurora, IL 60504. (630) 862-2650

CLASS DATES: 7/24/2014

LOCATION: Amerisafe

*[Handwritten signature]*

EXAMINATION: 7/24/2014

EXPIRATION: 7/24/2015

CERTIFICATE NUMBER: 107408X14S103184



**Michael Holvay***Senior Project Manager*

19 Years' Experience

Joined GSG in 1995

**Areas of Expertise:**

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

**Education:**

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

**Training/Registrations:**

Asbestos Project Manager  
(APM), Illinois (IDPH)  
Asbestos Building Inspector,  
Illinois (IDPH)  
Air Sampling Professional  
(ASP), Illinois, (IDPH)  
Lead Inspector/ Risk Assessor,  
Illinois (IDPH)  
Asbestos Building Inspector,  
Indiana (IDEM)  
Renovation, Repair and Painting  
(RRP) Certified  
  
RMD's LPA-1 Lead Paint System  
Certified  
NIOSH 582 Certified

**Qualifications Summary:**

Mr. Holvay has 19 years of experience in environmental remediation services. Projects coordinated by Mr. Holvay include the environmental surveys of over 300 buildings of the Chicago Public Schools System (CPS), including inspections, specification development, contractor oversight, contract document review, project scheduling and coordination, and monitoring.

**Representative Project Experience:****Chicago Housing Authority, Chicago, Illinois***Inspector/Project Manager/Air Sampling Professional*

Responsibilities included collection of samples prior to mitigation, on-site monitoring, construction coordination, and specification development. Responsibilities also included project oversight, air monitoring, visual inspection, documentation of on-site activities, and final clearance air sampling at the completion of each phase during the multi-floor project.

**Dearborn Homes Reconstruction, Chicago Housing Authority, Chicago, Illinois***Inspector/Project Manager/Air Sampling Professional*

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

**McCormick Place Lakeside Center, Chicago, Illinois***Inspector/Project Manager/Air Sampling Professional*

Project Manager during the planned renovation work at the McCormick Place. Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, specification development, project oversight during asbestos abatement activities, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling at the completion of each phase during the multi-floor projects. Successfully prevented airborne contamination from the regulated work areas to the non-work areas while keeping the Complex open for business to the public.

**Department of Veterans Affairs, Environmental Remediation Services, Various VA Medical Centers, Illinois***Inspector/Project Manager/Air Sampling Professional*

Managed a variety of asbestos and lead abatement projects at Jessie Brown V.A., Hines V.A., Lake Side V.A. and North Chicago V.A. medical centers. Responsibilities included building survey work, environmental specification development, air monitoring, and contractor oversight during asbestos and lead

abatement activities. Successfully prevented airborne contamination from regulated work areas to the public areas.

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

*Project Coordinator*

Coordinated with the Public Building Commission and Chicago Public Schools to manage all of the environmental tasks associated with a very aggressive planned renovation project for over 100 CPS buildings in the summer of 2013. Was successful in working with planners, architects, contractors, engineers and School Personnel. Goals were met in completing a substantial amount of environmental work during the summer while making sure all school buildings were open for the 1<sup>st</sup> day of school.

**AHERA Surveys of Chicago Public Schools (CPS), Chicago, Illinois**

*Inspector*

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

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

*Project Principal*

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

**Chicago Public Schools, Six-Month Asbestos Surveillance, Chicago, IL**

*Project Coordinator*

Managed AHERA asbestos surveillance at various Chicago Public Schools in regions 1, 2 and 6. The scope of services during the asbestos inspection/monitoring services included building material surveys, collection and laboratory submittal of suspect regulated or toxic materials, data reduction and report preparation, abatement design and closure documents, contractor oversight, contract document review, project scheduling and coordination, monitoring, site assessments, cost estimates to remediate various environmental hazards identified during the inspection, reporting with recommendations to CPS regarding the proper handling of hazardous materials, and the development of original asbestos management plans for various CPS facilities.



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

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

12/11/2014

LICENSE NUMBER: 005044

Michael Holvay  
4550 Warsaw Street  
Lyons, IL 60534

**LICENSE APPROVED**

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License

PROTECTING HEALTH. IN



**LEAD RISK  
ASSESSOR LICENSE**

LEAD ID ISSUED  
005044 12/11/2014  
Michael Holvay  
4550 Warsaw Street  
Lyons, IL 60534

EXPIRES  
1/31/2016



ILLINOIS LEAD PROGRAM  
Environmental Health



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

4/13/2015

**MICHAEL HOLVAY**  
855 WEST ADAMS ST., Suite 200  
CHICAGO, IL 60607

**ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 07210**

**Enclosed is your Asbestos Professional License that expires 05/15/2016**

CERTIFICATE EXPIRATION DATE

INSPECTOR

10/10/2015

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

2/9/2016

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>

ENDORSEMENTS

TC EXPIRES

INSPECTOR

10/10/2015

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

2/9/2016

*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.*



**ASBESTOS  
PROFESSIONAL  
LICENSE**

ID NUMBER ISSUED EXPIRES  
100 - 07210 4/13/2015 05/15/2016

**MICHAEL HOLVAY**  
855 WEST ADAMS ST., Suite 2  
CHICAGO, IL 60607



LTH, IMP

Environmental Health  
Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

**Mallory Jones**  
Project Manager

**Experience:**

Mr. Jones has 18 years of experience in environmental remediation services. The scope of the services included contractor oversight, contract document review, project scheduling and coordination, and monitoring.

12 Years Experience  
*With Accurate  
Environmental Inc. since  
2003*

**REPRESENTATIVE PROJECT EXPERIENCE:**

**Accurate Environmental Solutions, Incorporated 524 Homeland Rd., Matteson IL. 60443**

**Education:**  
Dumbar High School

- **Project Manager/Air Sampling Professional, Lead Inspector, Risk Assessor Chicago Public School District, :** Responsibilities included collections of samples prior to mitigation, on-site monitoring construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.

- **Project Manager/Air Sampling Professional, Suburban School District, :** Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.

- **Project Manager/Air Sampling Professional, Chicago Housing Authority, Chicago, IL:** Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.

**Registrations:**

Asbestos Project Manager (APM), IL (IDPH)  
Air Sampling Professional (ASP), IL (IDPH)  
Lead Inspection (LI) IL.  
Risk Assessor (RI) IL.

- **Project Manager/Air Sampling Professional, PBCC, Michael Reese Hospital Demo Project, Chicago, IL:** Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.

- **Project Manager/Air Sampling Professional, COMED Power Plants in the Chicagoland areas:** Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.

- **Other Experience:** Collect water, soil, lead and bulk samples.



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

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11/6/2014

LICENSE NUMBER: 009135

Mallory J Jones  
524 Honeland Rd  
Matteson, IL 60443

**LICENSE APPROVED**

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License

**IDPH LEAD RISK ASSESSOR LICENSE**

LEAD ID ISSUED EXPIRES  
009135 11/6/2014 1/31/2016

PRC Mallory J Jones  
524 Honeland Rd  
Matteson, IL 60443



ILLINOIS LEAD PROGRAM  
Environmental Health

# CERTIFICATE OF ACHIEVEMENT

## Lead Risk Assessment Recertification

Accredited by Illinois Department of Public Health

This is to certify that MALLORY JONES has completed the 8-HOUR LEAD RISK ASSESSMENT RECERTIFICATION course and successfully passed the examination on 12/03/2013 with a minimum score of 70%. Training was in accordance with Title X, U.S. EPA Model Training Course Curriculum, 1995, the HUD Guidelines, 1995, and the Illinois Dept. of Public Health, 1998.

12/03/2013

Course Dates:

12/03/2016

Expires:

1312RAR06

Certificate Number:

Phone: 312-491-0081

FORM # L-017B



**PUBLIC HEALTH & SAFETY inc.**

Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

*Nicholas J. Peneff*

Director of Training

Nicholas J. Peneff

Doctor of Public Health





# IDPH

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

525 535 West Jefferson Street • Springfield, Illinois 62761-0001 • [www.dph.illinois.gov](http://www.dph.illinois.gov)

3/12/2015

**MALLORY JONES**  
524 HOMELAND RD  
MATTESON, IL 60443

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11070

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

SUPERVISOR/WORKER

4/30/2015

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

4/30/2015

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



## ASBESTOS PROFESSIONAL LICENSE

ID NUMBER  
100 - 11070

ISSUED  
3/12/2015

EXPIRES  
05/15/2016

MALLORY JONES  
524 HOMELAND RD  
MATTESON, IL 60443



Environmental Health

ES

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that MALLORY JONES  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 04/30/2015 with a minimum score of 70% or better. Training was in accordance with U.S.  
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model  
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC  
18-2.



**PUBLIC HEALTH & SAFETY inc.**

Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

04/30/2015

Course Dates:

04/30/2016

Expires:

1504CSR05

Certificate Number:

*N. Penneff*

Director of Training

Nicholas J. Penneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008

**Michael Navarrete**

*Industrial Hygienist*  
 10 Years' Experience  
 Joined GSG in 2004

**Areas of Expertise:**

Construction Inspection  
 Asbestos Management  
 Lead Inspection

**Education:**

Associate of Science, Joliet  
 Junior College, Joliet, Illinois  
 2005

**Training/Registrations:**

CTA Rail Safety Training  
 Asbestos Project Manager  
 (APM), Illinois (IDPH)  
 Air Sampling Professional (ASP),  
 Illinois (IDPH)  
 Lead Inspector, Illinois (IDPH)  
 Amtrak Contractor Safety  
 ACI Concrete Field Testing  
 Technician (Grade I)  
 Nuclear Density Tester Training

**Qualifications Summary:**

Mr. Navarrete has 10 years of experience in construction and environmental remediation services. His responsibilities have included the review of site drawings, development of scope of work, job specifications and work area drawings, the collection of samples prior to abatement/mitigation, on-site monitoring, construction inspection/coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearance air sampling.

**Representative Project Experience:****Asbestos and Lead Surveys for Aramark for Chicago Public Schools System, Chicago, IL***Inspector*

Mr. Navarrete was the main liaison for the field and school personnel in conducting the lead and asbestos surveys. He also scheduled on-site inspections with school's building engineers and supervised various inspection teams conducting the surveys. Mr. Navarrete checked the quality of field inspection data, interpreted it, and incorporated it into a comprehensive environmental report under rigid deadlines. In addition, Mr. Navarrete was involved in public relations with the school principals and building engineers.

**Project Manager/Air Sampling Professional, Chicago Public Schools, Chicago, IL***Inspector*

Responsibilities included review of site drawings to develop scope of work, develop job specifications, develop work area drawings, collection of samples prior to abatement, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, including final clearance air sampling at the completion of each phase during the multi-floor project. Sites: Over 60 Chicago Public Schools.

**Project Coordinator, Albrecht Enterprises, Des Plaines, IL***Inspector*

Conducted asbestos building surveys and project coordination prior to demolition of buildings in the City of Des Plaines. Also schedule personnel to conduct the on-site conditions, monitoring, and documenting the abatement contractor's work practices, and conducting/analyzing air samples on-site for clearance

**Three-Year Asbestos Re-inspections, Chicago Public Schools System, Chicago, IL***Inspector*

As part of AHERA requirements, Mr. Navarrete coordinated field and office activities for three-year asbestos re-inspections for the client. The scope of work involved over 200 buildings comprising schools, administration units, and

annexes used by the Chicago Public School System. Mr. Navarrete was on site for a majority of the inspections and was the main liaison for field and school personnel. The project involved updating Asbestos Management Plans and additional sampling of suspect asbestos-containing materials.

**Project Manager/Air Sampling Professional, Chicago Public Schools, Chicago, IL**

*Inspector*

Responsibilities included review of site drawings to develop scope of work, develop job specifications, develop work area drawings, collection of samples prior to abatement, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, including final clearance air sampling at the completion of each phase during the multi-floor project. Sites: Over 60 Chicago Public Schools.

**Brown Line Capacity Expansion Project, Chicago Transit Authority, Chicago, IL**

*Inspector*

Responsibilities included review of site drawings, collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection to insure job specifications are followed, documentation of on-site activities, and final clearance air sampling at the completion of each phase. Stations: Chicago, Sedgwick, Armitage, Diversey, Southport, Irving Park.

**Dan Ryan Red Line Rehabilitation Project, Chicago Transit Authority, Chicago, IL**

*Inspector*

Responsibilities included review of site drawings, collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection to insure job specifications are followed, documentation of on-site activities, and final clearance air sampling at the completion of each phase. Stations: 87th, 69th, Garfield, Sox/35th



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

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12/10/2014

LICENSE NUMBER: 014005  
Michael V Navarrete  
855 W. Adams St., Ste. #200  
Chicago, IL 60607

**LICENSE APPROVED**

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License



LEAD ID	ISSUED	EXPIRES
014005	12/10/2014	1/31/2016

Michael V Navarrete  
855 W. Adams St., Ste. #200  
Chicago, IL 60607



ILLINOIS LEAD PROGRAM  
Environmental Health

PROTECTING HEALTH. IM

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that MICHAEL NAVARRETE  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 03/30/2015 with a minimum score of 70% or better. Training was in accordance with U.S.  
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model  
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC  
18-2.



**PUBLIC HEALTH & SAFETY inc.**  
Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

03/30/2015

Course Dates:

03/30/2016

Expires:

1503CSR20

Certificate Number:

*N. Penneff*

Director of Training

Nicholas J. Penneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008

**Esteban Nunez***Environmental Project Manager*

10 Years' Experience  
 Joined GSG in 2006

**Areas of Expertise:**

Environmental Remediation  
 Lead & Asbestos Abatement  
 Air Sampling Professional

**Training/Registrations:**

CTA Rail Safety Training  
 Asbestos Project Manager  
 (APM), Illinois (IDPH)  
 Air Sampling Professional  
 (ASP), Illinois (IDPH)  
 Licensed Lead Inspector, IDPH  
 NIOSH 582  
 Asbestos Supervisor  
 Certification  
 Asbestos Inspector Certification  
 Confined Spaces Certification  
 RMD LPA-1 Lead Paint  
 Inspection System  
 Certification

**Qualifications Summary:**

Mr. Nunez has 10 years of experience in environmental remediation services, including contractor oversight, contract document review, monitoring, and PCM analysis.

**Representative Project Experience:****Project Manager/Air Sampling Professional, Chicago Public Schools, Chicago, Illinois***Role*

Responsibilities included review of site drawings to develop scope of work, job specifications, work area drawings, collection of samples prior to abatement, and on-site monitoring and construction coordination. Responsibilities also included air monitoring, visual inspection, and documentation of on-site activities including final clearance air sampling at the completion of each phase during the multi-floor project.

**Asbestos and Lead Surveys for Aramark (Facility Managers) for Chicago Public Schools System, Chicago, Illinois***Role*

Main liaison for the field and school personnel in conducting the lead and asbestos surveys. Also scheduled on-site inspections with school's building engineers and supervised various inspection teams conducting the surveys. Also checked the quality of field inspection data, interpreted it, and incorporated it into a comprehensive environmental report under rigid deadlines. In addition, was involved in public relations with the school principals and building engineers.

**Three-Year Asbestos Re-inspections, Chicago Public Schools System, Chicago, Illinois***Role*

As part of AHERA requirements, coordinated field and office activities for three-year asbestos re-inspections for the client. The scope of work involved over 200 buildings comprising schools, administration units, and annexes used by the Chicago Public School System. Was also present on site for a majority of the inspections and was the main liaison for field and school personnel. The project involved updating Asbestos Management Plans and additional sampling of suspect asbestos-containing materials.

**Project Coordinator, Albrecht Enterprises, Des Plaines, Illinois***Role*

Conducted asbestos building surveys and project coordination prior to demolition of buildings in the City of Des Plaines. Also scheduled personnel to conduct the on-site conditions, monitoring, documenting the abatement contractor's work practices, and conducting/analyzing air samples on-site for clearance.

**Malcolm X College Renovation Project Phase I & II, Chicago, Illinois***Role*

Responsibilities included the review of site drawings to develop scope of work,

construction coordination, visual inspection, documentation of on-site activities, and to ensure job specifications were followed.

**Palmer House Hilton Renovation Project, Chicago, Illinois**

*Role*

Responsibilities included construction coordination, visual inspection, documentation of on-site activities, and to ensure job specifications were followed.

**Brown Line Capacity Expansion Project, Chicago Transit Authority, Chicago, Illinois**

*Role*

Responsibilities included review of site drawings, collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection to ensure job specifications were followed, documentation of on-site activities, and final clearance air sampling at the completion of each phase of this seven-station project. The seven stations were located at Chicago, Sedgwick, Armitage, Diversey, Southport, Irving Park, and Damen.

**Dan Ryan Red Line Rehabilitation Project, Chicago Transit Authority, Chicago, Illinois**

*Role*

Responsibilities included review of site drawings, collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection to ensure job specifications were followed, documentation of on-site activities, and final clearance air sampling at the completion of each phase. Stations included 87th, 69th, Garfield, and Sox/35<sup>th</sup>.





Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

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12/10/2014

LICENSE NUMBER: 012842  
Esteban Nunez  
855 W Adams St Ste #200  
Chicago, IL 60607

### LICENSE APPROVED

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

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Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License

 **LEAD INSPECTOR  
LICENSE**

LEAD ID	ISSUED	EXPIRES
012842	12/10/2014	1/31/2016

Esteban Nunez  
855 W Adams St Ste #200  
Chicago, IL 60607

  
ILLINOIS LEAD PROGRAM  
Environmental Health

PROTECTING HEALTH. IMPROVING



525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

4/13/2015

**ESTEBAN NUNEZ**  
855 WEST ADAMS ST, #200  
CHICAGO, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11255

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

INSPECTOR

2/14/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

2/7/2016

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



ID NUMBER ISSUED EXPIRES  
100 - 11255 4/13/2015 05/15/2016

ESTEBAN NUNEZ  
855 WEST ADAMS ST, #200  
CHICAGO, IL 60607

Environmental Health



ENDORSEMENTS	TC EXPIRES
INSPECTOR	2/14/2016
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	2/7/2016

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.

PROTECTING HEALTH, IMPROVING LIVES

Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that ESTEBAN NUNEZ  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 02/07/2015 with a minimum score of 70% or better. Training was in accordance with U.S.  
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model  
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC  
18-2.



**PUBLIC HEALTH & SAFETY** inc.

Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

02/07/2015

Course Dates:

02/07/2016

Expires:

1502CSR15

Certificate Number:

Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008

**Roberto Rivera***Senior Project Manager*

20 Years' Experience

Joined GSG in 1994

**Areas of Expertise:**Indoor Environmental Quality  
AssessmentAsbestos and Lead-Based Paint  
Management/ Surveys

Mold/ Microbial Surveys

**Training/Registrations:**Asbestos Project Manager  
(APM), Illinois (IDPH)Asbestos Building Inspector,  
Illinois (IDPH)Air Sampling Professional  
(ASP), Illinois (IDPH)Asbestos Supervisor, Illinois  
(IDPH)Lead Inspector/Risk Assessor,  
Illinois (IDPH)10-Hour OSHA Construction  
Safety & Health TrainingAsbestos Fiber Counting NIOSH  
582 - SamplingLead Safety for Renovation,  
Repair and Painting (RRP)  
CertifyRMD's LPA-1 Lead Paint  
Inspection System CertifyMercury Hazard  
Communication Certify

Confined Space Entry Certify

Lead Risk Assessor

Indiana (ISDH)

Asbestos Building Inspector

Indiana (IDEM)

Asbestos Project Supervisor

**Qualifications Summary:**

Mr. Rivera has 20 years of experience in environmental consultation services. He has been a Project Coordinator and Lead and Asbestos Inspector for numerous surveys throughout various industrial, commercial, residential, hospital, universities and school buildings. Facilities that have been surveyed by Mr. Rivera include over 300 buildings within the Chicago Public Schools District (CPS), City Colleges of Chicago, V.A. Hospitals, University of Illinois at Chicago (UIC), University of Illinois at Urbana-Champaign, high risers and numerous multi-unit dwellings.

**Representative Project Experience:****Chicago Housing Authority, Chicago, Illinois***Project Manager/ Air Sampling Professional*

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

**Kimpton Hotel & Restaurant Group, LLC (Kimpton), Environmental Consulting Services, Chicago, Illinois***Project Manager/Inspector*

Coordinated environmental inspections at the 39 South La Salle building to investigate the presence of suspect hazardous materials that may have been disturbed during the planned renovation project. Responsibilities included conducting and coordinating field inspections, reporting of findings, specification development, design development, and attending meetings.

**Department of Veterans Affairs, Environmental Remediation Services, VA Medical Centers, Chicago, Illinois***Project Manager/ Air Sampling Professional*

Managed a variety of environmental remediation projects at Jessie Brown V.A., Hines V.A., and North Chicago V.A. medical centers. Responsibilities included a collection of samples prior to mitigation, on-site monitoring, soil sampling, air monitoring, visual inspection, documentation of on-site activities, and final clearance sampling at the completion of each phase during the project.

**Chicago Public Schools, Environmental Consulting Services, Chicago, Illinois***Project Coordinator/Project Manager/Inspector*

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

coordinating with architects, design managers, building engineers and environmental remediation contractors.

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

*Project Manager/Inspector*

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

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

*Project Manager/Inspector*

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

**Asbestos Survey of Chicago Public Schools, Chicago, Illinois**

*Project Manager*

Participated in the inspections of over 300 schools of the Chicago Public Schools System that was being assessed for environmental concerns. Responsible for preparation of cost estimates to remediate various environmental hazards identified during the inspection.

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

*Project Principal*

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



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

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

12/11/2014

LICENSE NUMBER: 003649

Roberto Rivera  
855 W. Adams St.  
Chicago, IL 60607

**LICENSE APPROVED**

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License



**LEAD RISK ASSESSOR LICENSE**

LEAD ID	ISSUED	EXPIRES
003649	12/11/2014	1/31/2016

Roberto Rivera  
855 W. Adams St.  
Chicago, IL 60607



ILLINOIS LEAD PROGRAM  
Environmental Health

PROTECTING HEALTH, IMPRO



Pat Quinn, Governor  
Lamar Hasbrouck, MD, MPH, Director

525 North Dearborn Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

December 9, 2014

**Roberto Rivera**  
855 W. Adams St.  
Chicago, IL 60607

Dear Lead Abatement Professional:

On January 1, 2015, the Lead Poisoning Prevention Act (LPPA) will have many amendments go into effect. The following is a summary of important changes that anyone working in the "lead industry" in Illinois should be aware of:

**Definitions of the following terms were stricken from the LPPA:**

Abatement  
Dwelling  
Risk Assessment

**Definitions of the following terms were changed or added to the LPPA:**

Childcare facility	Lead hazard screen
Childhood Lead Risk Questionnaire	Lead inspection
Department	Lead inspector
Director	Lead mitigation
Dwelling unit	Lead poisoning
Elevated blood lead level	Lead risk assessor
Exposed surface	Lead risk assessment
High risk area	Lead training program provider
Lead abatement	Low risk area
Lead abatement supervisor	Owner
Lead activities	Person
Lead-bearing substance	Regulated facility

**A summary of the significant changes to the LPPA by section follows:**

In Section 3, lead-bearing substance application is prohibited within a regulated facility.

In Section 6, the inclusion of 6-year old children is henceforth consistently termed, "6 years of age or younger."

In Section 6.2, pregnant persons with an elevated blood lead level are subject to the same Departmental case management and environmental response as children. This Section also clarifies the Department's requirements regarding the evaluation and testing of children.

In Section 7, the Department clarifies the requirements for reporting ALL blood lead tests. This Section also clarifies the restrictions placed on which data can be disclosed.

**Lead Poisoning Prevention Act**

**Page 2**

**December 2, 2014**

In Section 8.2, the LPPA now allows for inspection of regulated facilities where a verified lead poisoning has occurred in the past 6 months.

In Section 8.3, the Department now has the ability to issue an Emergency Stop Work Order where the public health is deemed to be in jeopardy as the result of improper work activities that may disturb a lead-bearing surface.

In Section 9, the procedural requirements for mitigation at a regulated facility where a lead poisoning has occurred are clarified further.

Sections 9.2, 9.3, 11.2 and 12 have been stricken.

Section 12.2 is a new Section that expands the Department's enforcement capabilities where violations of the LPPA and Lead Poisoning Prevention Code (LPPC) have occurred. A penalty provision has been added to comply with the United States Environmental Protection Agency requirement for all authorized State Lead Programs. This Section's language also affects all parties subject to the requirements of the LPPA and LPPC, including physicians/healthcare providers, laboratories, schools, daycare providers, owners of regulated facilities with an identified lead hazard and both licensed and unlicensed construction industry professionals. This Section also clarifies and streamlines enforcement by authorizing the Department to implement administrative processes for hearings and imposition of civil penalties for non-compliance with the LPPA.

If you have any questions, feel free to contact me by electronic mail [Kert.McAfee@illinois.gov](mailto:Kert.McAfee@illinois.gov) or telephone 217-557-4519.

Sincerely,

Kert McAfee  
Lead Program Manager  
Division of Environmental Health

cc: Regional Offices  
Local Health Departments  
Dr. Helen Binns  
Victoria Jackson





525 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

4/11/2015

**ROBERTO RIVERA**  
855 WEST ADAMS STREET, STE 200  
CHICAGO, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 06327

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

SUPERVISOR/WORKER 2/9/2016  
INSPECTOR 1/6/2016

PROJECT MANAGER 2/9/2016  
AIR SAMPLING PROFESSIONAL

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



**ASBESTOS PROFESSIONAL LICENSE**

ID NUMBER ISSUED EXPIRES  
100 - 06327 4/11/2015 05/15/2016

**ROBERTO RIVERA**  
855 WEST ADAMS STREET, S  
CHICAGO, IL 60607

Environmental Health



**ENDORSEMENTS**  
SUPERVISOR/WORKER  
INSPECTOR

**TC EXPIRES**  
2/9/2016  
1/6/2016

**PROJECT MANAGER**  
**AIR SAMPLING PROFESSIONAL**

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

**PROTECTING HEALTH, IMPROVING LIVES**

2015



# OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900

Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

# Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

**Roberto Rivera**

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: 1/6/2015

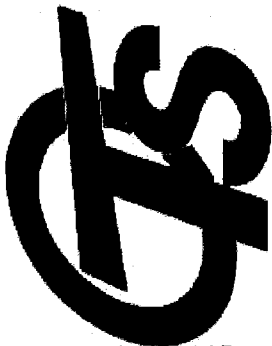
Exam Date: 1/6/2015

Expiration Date: 1/6/2016

Certificate Number: BIR1501060039

Kathy DeSalvo, Director

2015



Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

**OCCUPATIONAL TRAINING & SUPPLY, INC.**  
7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900

# Asbestos Abatement Supervisor Refresher

Occupational Training & Supply, Inc. certifies that

**Roberto Rivera**

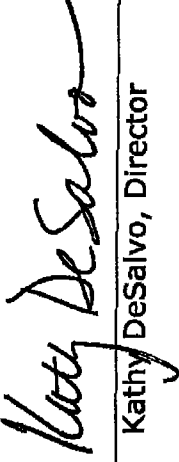
has successfully completed the Asbestos Abatement Supervisor Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance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

Course Date: 2/9/2015

Exam Date: 2/9/2015

Expiration Date: 2/9/2016

Certificate Number: ASR1502090553

  
Kathy DeSalvo, Director

**Arturo Saenz***Principal*

25 Years' Experience

Joined GSG in 1992

**Areas of Expertise:**

Program Management

Capital Development Programs

**Education:**

Master of Science,

Environmental Management,

Illinois Institute of

Technology, 2012

(Anticipated)

Bachelor of Science,

Electrical Engineering,

Northern Illinois University,

DeKalb, Illinois, 1988

**Training/Registrations:**AHERA Inspector, Michigan  
(DOH) AHERA, 2005Asbestos Inspector and  
Management Planner  
Certification, IDPH, 2007OSHA 40-hr HAZWOPER  
Certification

OSHA 8-hr Annual Update

Asbestos Project Manager,  
IDPH, 2007Air Sampling Professional  
Certification, IDPH, 2007Hazardous Waste Supervisor  
Certification, IDPH, 2000Lead Risk Assessor Certification,  
IDHP, 2007**Qualifications Summary:**

Mr. Saenz has 25 years of experience in engineering, construction, and environmental remediation. He has functioned as Program Manager and Contract Administrator for large multi-site projects, managing more than 50 projects concurrently. His experience in construction management encompasses the following: underground storage tanks (UST) and aboveground storage tanks (AST); air pollution/permits/fugitive emissions; geotechnical and environmental remediation oversight asbestos and lead project design and management; health and safety plans; hazardous/non-hazardous waste management; and writing standard operating procedures (SOPs). He has worked on corporate, federal, state, and local government projects including those of the Federal Aviation Administration (FAA), Illinois Capital Development Board (CDB), Chicago Housing Authority (CHA), and Chicago Public Schools (CPS) System. Projects coordinated by Mr. Saenz include the environmental survey of over 350 buildings of the Chicago Public Schools (CPS) System and the Public Building Commission of Chicago (PBCC).

**Representative Project Experience:**

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

*Program Manager*

Functioned as Program Manager for GSG's environmental consultant services for the Chicago Housing Authority. Mr. Saenz has been responsible for the successful implementation of environmental services at over 80 CHA properties and developments. As part of the its Plan for Transformation, the largest and most ambitious redevelopment effort of a public housing agency in the history of the United States, the CHA will redevelop or rehabilitate its entire stock of public housing. GSG was retained to provide environmental consulting services on as needed basis for system wide capital construction projects related to this Plan. GSG has performed a variety of environmental consulting services including Emergency Response, NEPA Environmental Assessment, Phase I & II Environmental Site Assessment, Regulatory Compliance Permitting, Including FESOP Air Quality Permits, Aboveground/ Underground Storage Tanks Services, IEPA Site Remediation Program Reporting, Environmental Remediation Oversight and Field Inspection, Asbestos and Lead-Based Paint Assessment and Abatement Oversight, Indoor Air Quality and Mold Assessment and Abatement Oversight, and Preparation of Remediation Design and Specifications. Mr. Saenz has had a crucial role in the successful delivery of these services for the past several years. The CHA repeatedly turns to GSG to fulfill its environmental engineering needs, and trusts GSG not only to assist with its facilities but also to ensure a safe workplace for its staff and a healthy environment for its tenants.

**Chicago Public Schools System- Chicago, IL***Program Administrator*

Functioned as Program Administrator for about 250 schools of Regions 1 and 2 of the Chicago Public Schools (CPS) System for which GSG Environmental, Inc. (GSG) is the Managing Environmental Consultant (MEC). Played a key role in developing proposals, requests for proposals (RFPs), and presentations for Chicago Public Schools (CPS) System, Chicago Housing Authority (CHA), Illinois Capital Development Board (CDB), and many private clients. As a licensed Management Planner, Inspector and Lead-Based Paint Risk Assessor, developed standard specifications, procedures and protocols/guidelines for the following environmental activities/hazards: Asbestos (IDPH) and lead-based paint (LBP) project design; UST/AST; indoor air quality (IAQ); perimeter air monitoring; PCBs; chimney stack remediation; full asbestos inspections; three-year asbestos reinspections; lead-based paint inspections; and pigeon/animal excrement. Prepared Change Order Procedures and variances from asbestos abatement act and Rules and Regulations.

**Capital Development Board, Statewide Asbestos Survey and Asbestos Management Services - IL***Program Manager*

Functioned as Program Manager for GSG's Statewide Asbestos Survey and Asbestos Management Services, which GSG has continuously provided to the Capital Development Board since 2005. He is responsible for ensuring the continued success of GSG's environmental consulting services for the CDB by ensuring seamless team management and development, program delivery, and quality control and evaluation. Mr. Saenz provided direction for GSG's Asbestos Management Services for the CDB at Governors State and Chicago State universities, which included asbestos removal oversight, air sampling, inspections, documentation, and final reporting as well as Asbestos Project Design which included detailed information on abatement, drawings, and general contract documents.

Additionally, Mr. Saenz oversaw GSG's Statewide Asbestos Surveys, which were performed at over 250 buildings, which ranged in size from 200 to 2,000 square feet, at the facilities including the University of Illinois, Illinois State University, Department of Natural Resources, Historic Preservation Society, Central Management Services, Illinois Department of Transportation, State Park facilities, and National Guard Armories. The objective of the Asbestos Surveys was to prepare an Inspection, Sampling and Management Plan report for each building for use by the State of Illinois Attorney General's Office, Capital Development Board, using agencies and individual facilities. Reports were prepared using Capital Development Board protocols (similar to AHERA). The Asbestos Surveys, management plans, standard cost estimates and final reports were completed in a timely manner, within the projected project budget and to the satisfaction of the appropriate Capital Development Board Project Managers.



525 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

4/13/2015

**ARTURO SAENZ**  
855 W ADAMS ST SUITE 200  
CHICAGO, IL 60607

**ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 04019**

Enclosed is your Asbestos Professional License that expires 05/15/2016

**CERTIFICATE EXPIRATION DATE**

INSPECTOR 1/20/2016

MANAGEMENT PLANNER 1/20/2016

AIR SAMPLING PROFESSIONAL

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



**ASBESTOS PROFESSIONAL LICENSE**

ID NUMBER ISSUED EXPIRES  
100 - 04019 4/13/2015 05/15/2016

**ARTURO SAENZ**  
855 W ADAMS ST SUITE 200  
CHICAGO, IL 60607

Environmental Health



**ENDORSEMENTS**

INSPECTOR

MANAGEMENT PLANNER

AIR SAMPLING PROFESSIONAL

**TC EXPIRES**

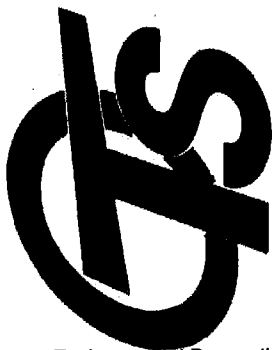
1/20/2016

1/20/2016

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Department of Public Health  
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training course certificate.*

**PROTECTING HEALTH, IMPROVING LIVES**

2015



Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

# OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900

## Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that  
**Arturo Saenz**

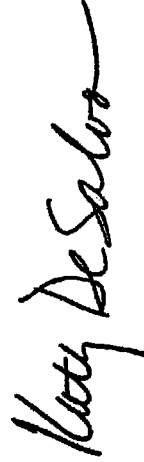
has successfully completed the Asbestos Building Inspector Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance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

Course Date: 1/20/2015

Exam Date: 1/20/2015

Expiration Date: 1/20/2016

Certificate Number: BIR1501200203

  
Katy DeSalvo, Director

**Ala Sassila, Ph.D., P.E.***Vice President,**Director of Engineering*

27 Years' Experience

Joined GSG in August 2003

**Areas of Expertise:**

Construction Management  
 Geotechnical Engineering  
 Environmental and Hydraulic  
 Investigation

**Education:**

Doctorate of Philosophy, Civil  
 Engineering, Illinois Institute of  
 Technology, Chicago, IL, 1997

Master of Science,  
 Civil Engineering, Florida  
 International University, Miami,  
 FL, 1988

Bachelor of Science,  
 Civil Engineering, Florida  
 International University, Miami,  
 FL 1986

**Training/Registrations:**

Licensed Professional Engineer—  
 Illinois, Indiana, Maryland,  
 Pennsylvania, Florida, Georgia,  
 Louisiana, Alabama, and South  
 Carolina, Missouri, Kansas, &  
 Ohio

LRFD for Highway Bridge  
 Substructures and Earth  
 Retained Structures, National  
 Highway Institute, November  
 2009

IDOT Contract Documentation,  
 Construction Administration for  
 Engineer- ASCE, August 2006

Surface Drainage Design- ASCE,  
 November 2004

**Qualifications Summary:**

Dr. Sassila's experience includes broad exposure to various types of infrastructures and facilities for public and private developers. He supervise and coordinate work activities of multi-disciplinary teams from project planning, design development and construction management projects. He is responsible for setting work units and/or project deadlines. Leads and directs the work of various departments, evaluates, selects and recommends engineering techniques, procedures and criteria to complete project cost effectively. He supervises the performance of all necessary tasks to develop and deliver projects, negotiate contacts, allocate resources, and solves problems.

**Representative Project Experience:****Industrial Park Site Assessment and Acquisition Program, Chicago  
Department of Environment- Brownfield Redevelopment***Project Manager*

Dr. Sassila served as the project manager for the industrial park environmental site assessment and acquisition for the City of Chicago. The site consists of approximately 40 acres of abandoned properties. Dr. Sassila performed the overall project management during the site assessment activities; established each parcel investigation budget and schedule, coordinated project tasks between various team members and the DOE, performed quality control and quality assurance for each task of the project, reviewed the analytical results from soil samples, interpreted data, and provided recommendations regarding the environmental conditions, and prepared remediation cost estimate and provided recommendation as warranted.

**Environmental Site Assessment and Remediation Projects***Principal in Charge*

Dr. Sassila supervised the completion of numerous Phase I and Phase II Environmental Site Assessment, and Illinois EPA Site Remediation Program and Leaking Underground Storage Tank reporting. Dr. Sassila assisted in securing "No Further Remediation" letters from the Illinois EPA for residential and industrial and commercial development projects. The following is a partial list of projects completed by Dr. Sassila:

- Loomis Courts – Chicago Housing Authority
- Harrison Courts – Chicago Housing Authority
- Lathrop Homes – Chicago Housing Authority
- Britton Budd Homes - Chicago Housing Authority
- Industrial Park – Chicago Department of Environment
- South Chicago Park – Chicago Department of Environment
- Union and Wayman Park - Chicago Department of Environment
- Henry Horner Homes - Chicago Department of Environment
- Columbia Pointes Development - Chicago Department of Environment



## Training/Registrations [continued]:

Structural Condition Assessment-  
ASCE, June 2004

Water Surface Profile- HEC- RAS,  
ASCE, June 2000

Floodplain Hydrology and  
Watershed Modeling, April  
1999

Seismic Design of Highway,  
National Highway Institute,  
1994

- Kelly Curry Gage Park High School – Building Commission of Chicago
- South Shore High School - Building Commission of Chicago
- Langston Hughes Campus Park – Public Building Commission of Chicago
- Mark Skinner Elementary School – Public Building Commission of Chicago
- New Kennedy-King College – Public Building Commission of Chicago
- Westinghouse High School – Public Building Commission of Chicago
- Bucktown/ Wicker Branch Library - Building Commission of Chicago
- Beverly Branch Library - Public Building Commission of Chicago
- Fire Engine 102 - Public Building Commission of Chicago
- Miles Davis Elementary School - Public Building Commission of Chicago
- Albany Park Middle School - Public Building Commission of Chicago
- VA Near West Side Bed Towers – Veteran Administration
- Harold Washington Playground – Chicago Park District
- 14<sup>th</sup> Street Land Acquisition - Chicago Department of Environment
- Midway Runway Resurfacing – Chicago Department of Aviation
- Kelvyn Park High School – Chicago Public Schools
- Little Village High School - Chicago Public Schools
- Orozco School - Chicago Public Schools
- Benito Juarez High School - Chicago Public Schools
- Juarez School Remote Parking Lot - Chicago Public Schools
- Davis-Shields School - Chicago Public Schools
- Davis Shields Parking Lot - Chicago Public Schools
- Kelly High School - Chicago Public Schools
- Stagg Stadium - Chicago Public Schools
- Cuffe School - Chicago Public Schools
- Simeon Vocational High School - Chicago Public Schools
- Simeon Career Academy Parking Lot - Chicago Public Schools
- Police District 1, 18, and 20 - Public Building Commission of Chicago
- Fire Engine 59 and 63 - Public Building Commission of Chicago
- Beverly and Bucktown library sites - Public Building Commission of Chicago
- Several Campus Park Projects - Public Building Commission of Chicago

**State of Illinois**  
**Department of Financial and Professional Regulation**  
**Division of Professional Regulation**

**EXPIRES:**  
**11/30/2015**

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

**LICENSE NO.**  
**062.048569**

**LICENSED**  
**PROFESSIONAL ENGINEER**

**ALA E SASSILA**  
**531 DEVON DRIVE**  
**BURR RIDGE, IL 60527**



**MANUEL FLORES**  
**ACTING SECRETARY**

*Manuel Flores*

**JAY STEWART**  
**DIRECTOR**

**8136821**

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

Cut on Dotted Line >

2015



Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

# OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900

## Asbestos Project Designer Refresher

Occupational Training & Supply, Inc. certifies that  
**Ala Sassila**


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

Course Date: 3/18/2015

Exam Date: 3/18/2015

Expiration Date: 3/18/2016

Certificate Number: PDR1503181466

  
Katy DeSalvo, Director



535-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

4/13/2015

**ALA E SASSILA**  
855 WEST ADAMS STREET, SUITE 200  
CHICAGO, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 09104

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

PROJECT DESIGNER

3/18/2016

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897. Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>

**ASBESTOS PROFESSIONAL LICENSE**

**IDPH**  
ILLINOIS DEPARTMENT OF PUBLIC HEALTH  
PROTECTING HEALTH, IMPROVING LIVES


**ID NUMBER**  
100 - 09104

**ISSUED**  
4/13/2015

**EXPIRES**  
05/15/2016

**ALA E SASSILA**  
855 WEST ADAMS STREET, S  
CHICAGO, IL 60607

Environmental Health



ENDORSEMENTS

TC EXPIRES

PROJECT DESIGNER

3/18/2016

*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.*

PROTECTING HEALTH, IMPROVING LIVES

Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

**Jigar M. Shah, CIH, CSP***Sr. Industrial Hygienist*

18 Years' Experience  
 Joined GSG in May 2005

**Areas of Expertise:**

Indoor Environmental Quality  
 Assessment  
 Mold/ Microbial Studies  
 Asbestos and Lead-Based Paint  
 Management  
 Water Quality Surveys  
 OSHA Compliance/  
 Occupational Safety  
 Construction/ Community Air  
 Quality Monitoring  
 Exposure Studies  
 Hazard Assessments  
 Safety Training

**Education:**

Master of Science,  
 Environmental Engineering,  
 Illinois Institute of  
 Technology, Chicago, 1996  
 Bachelor of Science,  
 Civil Engineering, Gujarat  
 University, India, 1993

**Training/Registrations:**

Board Certified Industrial  
 Hygienist (CIH)  
 Board Certified Safety  
 Professional (CSP)  
 Licensed Industrial Hygienist  
 (LIH)  
 Licensed Asbestos Project  
 Designer, IDPH  
 Licensed Asbestos Project  
 Manager, IDPH  
 Licensed Asbestos Management  
 Planner, IDPH  
 Licensed Asbestos Building  
 Inspector, IDPH

**Qualifications Summary:**

Mr. Shah is the Director of GSG's Industrial Hygiene Department and is a Board Certified Industrial Hygienist and a Board Certified Safety Professional. His 18 years of experience includes performing and overseeing hundreds of projects involving indoor air quality, asbestos, lead, mold, bacteria, noise, ambient air quality, silica, diesel exhaust, radon, mercury, drinking water quality, building ventilation, contaminant exposure monitoring as well as performing OSHA training, safety audits, environmental assessments, and abatement designs. His experience includes working with both public and private clients as well as regulatory and legal authorities. His practice focuses on the assessment of worker safety, personal protection, and impacts due to construction activities as well as the development of administrative and engineering controls to eliminate unsafe working conditions and unacceptable public environmental impacts.

**Representative Project Experience:****Environmental Consultants for Chicago Housing Authority (CHA)***Industrial Hygiene Technical Lead*

Mr. Shah leads our environmental consulting services for system wide capital construction projects for the CHA. Mr. Shah participates in assessment of the existing conditions, development of the remedial design documents, and supervision of the implementations of corrective measures in order to abate or mitigate the existing environmental concerns by providing effective, economical, and compliant solutions. Mr. Shah participates in important project meetings, provides technical direction to field staff, reviews project submittals, and oversee cost estimate calculations. Mr. Shah assist CHA project teams on technical issues with a goal to minimize any impact on schedule and cost of the project while meeting the requirements of all applicable hazardous materials regulations. Mr. Shah has been involved in hundreds of CHA project over last 9 years.

**Asbestos Abatement, Mold Remediation, Ambient Air Monitoring at Altgeld Gardens***Asbestos Project Designer, Project Manager*

Supervised hazardous materials abatement activities at this 350-unit residential community during rehabilitation project which lasted over more than 3 years. Scope of work included inspection of hazardous materials, development of remediation specifications and drawings, providing oversight during remediation activities, and preparation of project reports. Directed ambient air quality monitoring for asbestos, lead, and nuisance dust during abatement activities.

**Emergency Asbestos Clean-up Design, 23-story High-Rise Building, City of Chicago***Asbestos Project Designer*

Designed the remedial actions and clean-up methods for a 23-storey building

## Training/Registrations [Continued]:

Licensed Air Sampling  
Professional, IDPH

Licensed Lead Risk Assessor,  
IDPH

OSHA Construction Outreach  
Trainer

OSHA 10-Hour Construction  
Safety Certificate

Advanced Fungal Workshop  
Certificate

Lead Paint Inspection System  
Certificate

Mold, Allergens, Sampling, and  
Report Interpretation  
Certificate

DOT Title 49 CFR Hazardous  
Material Transportation  
Certificate

RCRA Hazardous Waste  
Management Certificate

Nuclear Density Gauge Safety  
Training Certificate

contaminated with friable asbestos materials, assessed existing conditions of the contamination, reviewed IDPH evacuation orders, negotiated clean-up plan with regulatory authorities, oversaw clean-up, and reviewed project reports.

### Managing Environmental Consultant for Chicago Public Schools (CPS)

*Industrial Hygiene Technical Lead*

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

### Environmental Consultants for Public Building Commission of Chicago (PBCC)

*Industrial Hygiene Technical Lead*

Mr. Shah leads our environmental consulting services to manage asbestos, lead-based paint, indoor air quality, mold, mercury, pigeon excrement in numerous buildings for the PBCC. Mr. Shah participates in assessment of the existing conditions, development of the remedial design documents, and supervision of the implementations of corrective measures in order to abate or mitigate the existing environmental concerns by providing effective, economical, and compliant solutions. Mr. Shah is also assists in developing the technical specifications for the remediation of the hazardous materials.

### Asbestos Abatement at Wellington School

*Asbestos Project Designer*

As an asbestos project designer and the supervisor of GSG's inspection team, Mr. Shah actively participated during various stages of this major school renovation project. The scope of work included removal of approximately 70,000 square feet of asbestos containing materials (ACM) prior to demolition and renovation activities. Mr. Shah directed inspection of hazardous materials, development of the remediation documents, and remediation oversight during phases of the projects. Mr. Shah attended meetings with the CPS and PBC officials, and contacted Illinois Department of Public Health (IDPH) to request the approval for the alternate procedures to expedite project activities.



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

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

12/11/2014

LICENSE NUMBER: 012825  
Jigar M Shah  
855 W. Adams St. Apt, #200  
Chicago, IL 60607

**LICENSE APPROVED**

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/envhealth/pdf/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (217) 782-5830 or for the hearing impaired, TTY (800) 547-0466.

Thank you,

The Department

Enclosure: Lead License

**IDPH** LEAD RISK ASSESSOR LICENSE

LEAD ID	ISSUED	EXPIRES
012825	12/11/2014	1/31/2016



PROTECTING HEALTH. IMPROVING

Jigar M Shah  
855 W. Adams St. Apt, #200  
Chicago, IL 60607

ILLINOIS LEAD PROGRAM  
Environmental Health

# ABIH<sup>®</sup>

american board of industrial hygiene<sup>®</sup>

organized to improve the practice of industrial hygiene  
proclaims that

*Jigar M. Shah*

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

**COMPREHENSIVE PRACTICE  
of  
INDUSTRIAL HYGIENE**

and has the right to use the designations

**CERTIFIED INDUSTRIAL HYGIENIST**

**CIH**

Certificate Number      **8684 CP**

Awarded:                      **October 3, 2003**

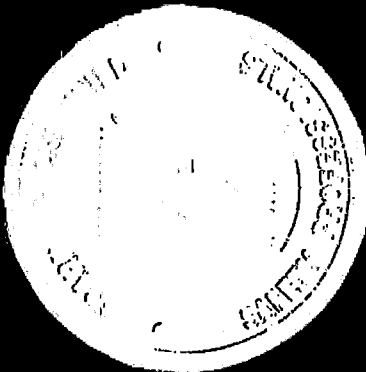
Expiration Date:            **June 1, 2019**



*Mark B. Fournier*  
Chair ABIH

*Lynn C. O'Sonnell*  
Executive Director ABIH





affirms that

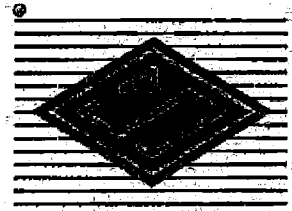
**Jigar Shah**

Has applied for, met qualifications, and passed required examination(s) and is hereby authorized to use the designation

**Certified Safety Professional®**  
in Comprehensive Practice

So long as this certificate is not suspended or revoked and the certificant renews this authorization annually and meets Continuance of Certification requirements.

Board of Examiners in witness whereof we have here unto  
set our hands and affixed the Seal of the Board this  
22nd Day of December, 2008



*Paul Adams*

President

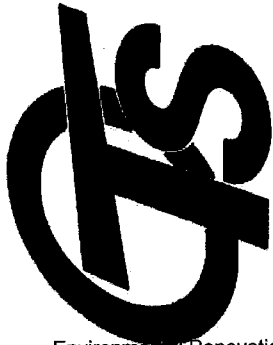
*Linda Japp*

Secretary

20645

CSP No.

2015



Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

# OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900

## Asbestos Project Designer Refresher

Occupational Training & Supply, Inc. certifies that

**Jigar Shah**

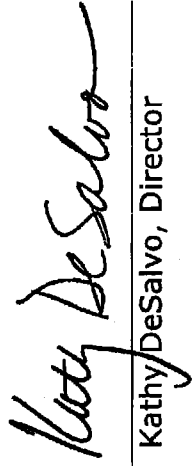
has successfully completed the Asbestos Project Designer Refresher course and has passed the competency exam with a minimum score of 70%. The course is accredited by the Illinois Department of Public Health and Indiana Department of Environmental Management for purposes of accreditation in accordance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

Course Date: 2/3/2015

Exam Date: 2/3/2015

Expiration Date: 2/3/2016

Certificate Number: PDR1502030447

  
Kathy DeSalvo, Director



525 West Jefferson Street • Springfield, Illinois 62761-0607 • www.idph.state.il.us

4/13/2015

**JIGAR M SHAH**  
855 W ADAMS ST, SUITE 200  
CHICAGO, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 07342

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

INSPECTOR	2/10/2016
PROJECT DESIGNER	2/3/2016
MANAGEMENT PLANNER	2/10/2016
PROJECT MANAGER	2/7/2016
AIR SAMPLING PROFESSIONAL	

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



**ASBESTOS PROFESSIONAL LICENSE**

<b>ID NUMBER</b>	<b>ISSUED</b>	<b>EXPIRES</b>
100 - 07342	4/13/2015	05/15/2016

**JIGAR M SHAH**  
855 W ADAMS ST, SUITE 200  
CHICAGO, IL 60607

Environmental Health

**ENDORSEMENTS**

**TC EXPIRES**

INSPECTOR	2/10/2016
PROJECT DESIGNER	2/3/2016
MANAGEMENT PLANNER	2/10/2016
PROJECT MANAGER	2/7/2016
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.

**PROTECTING HEALTH, IMPROVING LIVES**

2015



Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

# OCCUPATIONAL TRAINING & SUPPLY, INC.

7233 S. Adams Street ♦ Willowbrook, IL 60527 ♦ (630) 655-3900

## Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

**Jigar Shah**

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

Course Date: 2/10/2015

Exam Date: 2/10/2015

Expiration Date: 2/10/2016

Certificate Number: BIR1502100586

A handwritten signature in black ink that reads 'Kathy DeSalvo'. The signature is written in a cursive style.

Kathy DeSalvo, Director

**Adell Simmons**  
Project Manager

14 Years Experience  
*With Accurate  
Environmental. since  
2001*

**Education:**  
Linbloom High School

**Registrations:**  
Asbestos Project Manager  
(APM), IL (IDPH)  
Air Sampling Professional  
(ASP), IL (IDPH)

**Experience:**

Mr. Simmons has 16 years of experience in environmental remediation services. The scope of the services included contractor oversight, contract document review, project scheduling and coordination, and monitoring.

**REPRESENTATIVE PROJECT EXPERIENCE:**

**Accurate Environmental Solutions, Incorporated 524  
Homeland Rd., Matteson IL. 60443**

- **Project Manager/Air Sampling Professional Chicago Public Schools,:** Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.
- **Project Manager/Air Sampling Professional, Suburban School District, :** Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.
- **Project Manager/Air Sampling Professional, Chicago Housing Authority, Chicago, IL:** Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.
- **Three-year Asbestos Reinspections, Chicago Public Schools. Chicago, IL:** Participated in the for AHERA asbestos bulk surveys for three-year re-inspections. The project involved asbestos sampling, laboratory analysis for schools throughout the city of Chicago.
- **Asbestos Survey of Chicago Public Schools, Chicago, IL:** Participated in the inspections of over 50 schools of the Chicago Public Schools System that was being assessed for environmental concerns.
- **Six-month Asbestos Surveillance of Chicago Public Schools, Perform AHERA asbestos surveillance at various Chicago Public Schools in regions 2.**
- **Project Manager/Air Sampling Professional, Michael Resse Hospital Demo Project :** Responsibilities included collection of samples prior to mitigation, on-site monitoring and construction coordination, air monitoring, visual inspection, documentation of on-site activities, and final clearances air sampling.



Pat Quinn, Governor  
LaMar Hasbrouck, MD, MPH, Director

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3/13/2015

**ADELL SIMMONS**  
524 HOMELAND RD  
MATTESON, IL 60443

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 06575

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

4/30/2015

If you have any questions or need further assistance, contact the Asbestos Program at  
(217)782-3517 or fax (217)785-5897.  
Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



ID NUMBER	ISSUED	EXPIRES
100 - 06575	3/13/2015	05/15/2016

ADELL SIMMONS  
524 HOMELAND RD  
MATTESON, IL 60443



Environmental Health

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that ADELL SIMMONS  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 04/30/2015 with a minimum score of 70% or better. Training was in accordance with U.S.  
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model  
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC  
18-2.



**PUBLIC HEALTH & SAFETY** inc.

Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

04/30/2015

Course Dates:

04/30/2016

Expires:

1504CSR09

Certificate Number:

Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008

**Tommy Thompson**

*Environmental Technician*

5 Years' Experience

Joined GSG in 2009

**Areas of Expertise:**

Environmental Remediation

Lead & Asbestos Abatement

Air Sampling Professional

**Training/Registrations:**

Asbestos Project Manager  
(APM), Illinois (IDPH)

Asbestos Building Inspector,  
Illinois (IDPH)

Air Sampling Professional  
(ASP), Illinois (IDPH)

Asbestos Supervisor, Illinois  
(IDPH)

Lead Inspector, Illinois (IDPH)  
NIOSH 582

Licensed Lead Inspector

Lead Risk Assessor Certification

Asbestos Supervisor  
Certification

**Qualifications Summary:**

Mr. Thompson has 5 years of experience in environmental remediation services. The scope of the services included contractor oversight, contract document review, monitoring, and PCM analysis.

**Representative Project Experience:**

**Chicago Public Schools System- Chicago, IL**

*Project Manager/ Air Sampling Professional*

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

**Chicago Housing Authority- Chicago, IL**

*Air Sampling Professional*

Responsibilities included collection of air sampling prior and during abatement for lead, asbestos, and polychlorobiphenyls using high and low volume pumps.

**Chicago Public Schools- Chicago, IL**

*Lead Inspector*

Responsibilities included performing lead inspections by collecting air, wipe, and soil samples during and after abatement or mitigation project. Collected paint chip samples, and performing lead inspections with the use of an X Ray Fluorescence gun.

**Chicago Housing Authority Chicago, IL**

*Lead Inspector*

Responsibilities included conducting lead clearance of units following lead removal procedures.

**Chicago Department of Public Health- Chicago, IL**

*Lead Inspector*

Conducted lead clearance in various housing units following the abatement or mitigation of lead from wall, ceilings, window and doors.

**Department of Veterans Affairs, V.A. Hospitals- IL**

*Lead Inspector*

Responsible for conducting lead clearance following abatement or mitigation of lead from walls or ceiling.





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4/13/2015

**TOMMY THOMPSON**  
855 W. Adams, Suite 200  
Chicago, IL 60607

**ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 08023**

Enclosed is your Asbestos Professional License that expires 05/15/2016

**CERTIFICATE EXPIRATION DATE**

**INSPECTOR**

**2/14/2016**

**PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL**

**2/7/2016**

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

Our WEB address is <http://www.idph.state.il.us/envhealth/chhome.htm>

**ASBESTOS PROFESSIONAL LICENSE**


**ID NUMBER**  
100 - 08023

**ISSUED**  
4/13/2015

**EXPIRES**  
05/15/2016

**TOMMY THOMPSON**  
855 W. Adams, Suite 200  
Chicago, IL 60607

Environmental Health



**ENDORSEMENTS**

<b>INSPECTOR</b>	<b>TC EXPIRES</b> 2/14/2016
<b>PROJECT MANAGER AIR SAMPLING PROFESSIONAL</b>	2/7/2016

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**PROTECTING HEALTH, IMPROVING LIVES**

Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

**Luis Trani***Project Manager*

1 Year Experience  
 Joined GSG in 2013

**Education:**

Bachelor of Arts,  
 Economics  
 Northeastern Illinois  
 University  
 Chicago, Illinois 2012

**Training/Registrations:**

EPA Certified Lead-Based Paint  
 Renovator

**Qualifications Summary:**

Mr. Trani's responsibilities include surveying, project managing, and report writing for indoor air quality, hazardous materials, and mold; assisting in generating and submitting invoices; and tracking, managing, and updating the status of on-going and finalized projects.

**Representative Project Experience:  
2013 PBCC School Investment Program***Project Manager*

Assisted in the 2013 Public Building Commission School Investment Program, which encompassed the inspection and abatement of lead-based paint (LBP) and asbestos-containing materials (ACM) from thirty-eight Chicago Public Schools. Responsibilities during this project included conducting inspections, preparing reports, and performing clerical tasks.

**MB Real Estate - 500 W. Madison IAQ Survey***Project Manager*

Performed periodical Indoor Air Quality (IAQ) surveys of the building at 500 W. Madison as part of the facility's management program. The surveys consisted of measuring parameters such as temperature, relative humidity, carbon dioxide, carbon monoxide, volatile organic compounds, and particulates to ensure the safety of the occupants. Also prepared technical reports detailing procedures, findings, and recommendations.

**Jesse Brown VAMC - Airborne Particulate Testing in Operating Rooms***Project Manager*

Performed a survey to determine the background levels of airborne particulates in the new operating rooms at the Jesse Brown Veterans Affairs Medical Center. The results of the survey were then compared against applicable ISO 14644 Standards to check the compliance.

**Jesse Brown VAMC - Methyl Methacrylate Testing***Project Manager*

Conducted a methyl methacrylate exposure study in the dental labs of the Jesse Brown Veterans Affairs Medical Center. The survey comprised measurements of methyl methacrylate levels over an eight hour period at one area location and one personal sample worn by a dental technician. Prepared a technical report detailing procedures, findings, and recommendations.

**Jesse Brown VAMC - Various IAQ Survey***Project Manager*

Conducted Indoor Air Quality (IAQ) Surveys at various locations throughout the Jesse Brown Veterans Affairs Medical Center. The surveys consisted of measuring parameters such as temperature, relative humidity, carbon dioxide,

carbon monoxide, volatile organic compounds, and particulates to ensure the safety of the occupants. Also prepared a technical report detailing procedures, findings, and recommendations

### **Rosenwald Courts - Hazardous Material Design Update**

*Project Manager*

Assisted in a walk-through inspection of Rosenwald Courts apartment complex to determine the locations of previously tested hazardous materials, as well as sampling newly-found hazardous materials.

### **City Colleges of Chicago - Truman College IAQ Survey**

*Project Manager*

Performed an Indoor Quality (IAQ) survey in the chemical storage room at Truman College. The purpose of the testing was to determine the background airborne levels of basic indoor air quality parameters (temperature, relative humidity, carbon monoxide, carbon dioxide, and particulates), as well as measurable levels of organic and in-organic compounds.

### **McCormick Place - IAQ Survey**

*Project Manager*

Conducted an Indoor Air Quality (IAQ) survey at the South Exhibition Hall of McCormick Place. The survey was conducted during the move-out of a trade show. Samples were collected periodically over an eight hour period throughout the South Exhibition Hall. The survey consisted of monitoring the following indoor air quality parameters: carbon dioxide, carbon monoxide, volatile organic compounds, airborne particulates, temperature, and relative humidity. Prepared a report detailing procedures, findings, and recommendations.

### **CPS - Ryerson Elementary School IAQ, Mold, and Bacteria Testing**

*Project Manager*

Performed an Indoor Air Quality (IAQ), mold, and bacteria testing in the boiler room and several classrooms of the Ryerson Elementary School. The purpose of the survey was to measure basic indoor air quality parameters (temperature, relative humidity, carbon dioxide, carbon monoxide, volatile organic compounds, and particulates) and to collect air samples to determine the presence of mold and bacteria in the areas inspected.

**Marcus Tsilimos***Senior Project Manager*

13 Years' Experience

Joined GSG in 2013

**Areas of Expertise:**

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

**Education:**

Bachelor of Science,  
Environmental Science  
Bowling Green State University,  
Bowling Green, Ohio

**Training/Registrations:**

Asbestos Project Manager  
(APM), Illinois (IDPH)  
Asbestos Building Inspector,  
Illinois (IDPH)  
Air Sampling Professional  
(ASP), Illinois, (IDPH)  
Asbestos Building Inspector,  
Indiana (IDEM)  
RMD's LPA-1 Lead Paint System  
Certified  
NIOSH 582 Certified

**Qualifications Summary:**

Mr. Marcus Tsilimos has 13 years of experience in environmental consultation services. He has served as project coordinator and lead inspector for numerous projects throughout various commercial, industrial and residential facilities. Facilities that have been surveyed include buildings within the Advocate Health Care Medical Centers, Chicago Public School District, Chicago Housing Authority, Chicago Transit Authority, Chicago Park District, City Colleges, V.A. hospital complexes, high rises and multi-unit dwellings throughout the Midwest.

**Representative Project Experience:****Managing Environmental Consultant for the Chicago Public Schools (CPS), Chicago, Illinois***Project Coordinator/Inspector*

Performed worked on the behalf of the Managing Environmental Consultant (MEC) for over 300 buildings within the Chicago Public Schools System (CPS). Responsibilities include architectural document review, building survey work, environmental specification development, and project oversight. Additional tasks include coordinating with planners, design managers, building engineers, general and environmental remediation contractors. Additional duties involved speaking to parents on behalf of CPS regarding the environmental remediation activities taking place at their children's school. Also successfully worked with building facility managers and portfolio managers to help identify and correct environmental issues at many schools.

**AHERA Surveys of Chicago Public Schools (CPS), Chicago, Illinois***Inspector*

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

**Chicago Housing Authority, Chicago, Illinois***Inspector/Project Manager/Air Sampling Professional*

Responsibilities included collection of samples prior to mitigation, on-site monitoring, construction coordination, and specification development. Responsibilities also included project oversight, air monitoring, visual inspection, documentation of on-site activities, and final clearance air sampling at the completion of each phase during the multi-floor project.

**Three-year Asbestos Re-inspections, Chicago Public Schools. Chicago, Illinois***Project Manager*

Project manager for AHERA asbestos bulk surveys for three-year re-inspections. The project involved coordination of asbestos sampling, laboratory analysis, and management planning for 300 public schools throughout the city

of Chicago.

**Chicago Public Schools, Six-Month Asbestos Surveillance, Chicago, IL**

*Project Coordinator*

Managed AHERA asbestos surveillance at various Chicago Public Schools in regions 1, 2 and 6. The scope of services during the asbestos inspection/monitoring services included building material surveys, collection and laboratory submittal of suspect regulated or toxic materials, data reduction and report preparation, abatement design and closure documents, contractor oversight, contract document review, project scheduling and coordination, monitoring, site assessments, cost estimates to remediate various environmental hazards identified during the inspection, reporting with recommendations to CPS regarding the proper handling of hazardous materials, and the development of original asbestos management plans for various CPS facilities.

**Department of Veterans Affairs, Environmental Remediation Services, Various VA Medical Centers, Illinois**

*Inspector/Project Manager/Air Sampling Professional*

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

**Dearborn Homes Reconstruction, Chicago Housing Authority, Chicago, Illinois**

*Inspector/Project Manager/Air Sampling Professional*

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



525-525 West Jefferson Street • Springfield, Illinois 62761-0001 • [www.idph.state.il.us](http://www.idph.state.il.us)

4/13/2015

**MARCUS J TSILIMOS**  
855 W. Adams St., Suite 200  
CHICAGO, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11460

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

INSPECTOR	4/3/2016
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	2/7/2016

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>

**ASBESTOS PROFESSIONAL LICENSE**


**ID NUMBER**  
100 - 11460

**ISSUED**  
4/13/2015

**EXPIRES**  
05/15/2016

**MARCUS J TSILIMOS**  
855 W. Adams St., Suite 200  
CHICAGO, IL 60607

Environmental Health



ENDORSEMENTS	TC EXPIRES
INSPECTOR	4/3/2016
PROJECT MANAGER AIR SAMPLING PROFESSIONAL	2/7/2016

**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.

PROTECTING PUBLIC HEALTH, IMPROVING QUALITY OF LIFE

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Accredited by the Illinois Department of Public Health

MARCUS TSILIMOS

This is to certify that \_\_\_\_\_ has completed the ASBESTOS INSPECTOR'S REFRESHER course and successfully passed the examination on 04/03/2015 with a minimum score of 70% or better. Training was in accordance with U.S. E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA.

04/03/2015

Course Dates:

04/03/2016

Expires:

1504BIR06

Certificate Number:



**PUBLIC HEALTH & SAFETY** inc.

Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

*Nicholas J. Peneff*

Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-010B

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that MARCUS TSILIMOS  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 02/07/2015 with a minimum score of 70% or better. Training was in accordance with U.S.  
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model  
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC  
18-2.



**PUBLIC HEALTH & SAFETY inc.**

Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

02/07/2015

Course Dates:

02/07/2016

Expires:

1502CSR23

Certificate Number:

*N. Peneff*

Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008



**Hans D. Upadhyay,  
Ph.D., PG**

*QA/QC Manager*

35 Years' Experience

Joined GSG in 2001

**Areas of Expertise:**

QA/QC Management  
Environmental Geology  
Hazardous Waste Management  
Regulatory Compliance  
ISO 9000 and ISO 14000  
Environmental Impact  
Statements

**Education:**

Doctorate of Philosophy,  
Geology, Memorial University  
of Newfoundland, Canada,  
1973

Master of Science, Economic  
Geology, Memorial University  
of Newfoundland, Canada,  
1970

**Training/Registrations:**

Certified Professional Geologist,  
AIPG

40-Hour OSHA Health and  
Safety Training

8-Hour OSHA Annual Refresher  
Asbestos Professional License,  
Illinois Department of Public  
Health

**Qualifications Summary:**

Dr. Upadhyay is a geologist/hydrogeologist with over 35 years' experience in the areas of Quality Assurance/Quality Control (QA/QC) procedures, environmental geology/hydrogeology, and hazardous waste management. During the last 14 years, Dr. Upadhyay has expanded his proficiency in QA/QC procedures by incorporating ISO 9000 and ISO 14000 guidelines. His expertise lies in developing QA/QC manuals, auditing Standard Operating Procedures (SOPs), benchmarking, continuous improvement, and reviewing corrective-action reports. He also develops Document Control Procedures, which entail document creation, revision, approval, distribution, tracking, access, and archival. At GSG, he has worked on the QA/QC aspects of asbestos/lead abatement projects and a variety of other tasks related to environmental assessment and restoration.

Earlier, Dr. Upadhyay served on a number of U.S. EPA hazardous waste management projects, contracted out to PRC Environmental Management, Inc. (PRC), of Chicago, Illinois. He served on teams that conducted remedial investigation and feasibility studies (RI/FS) of two Superfund sites and he conducted regulatory compliance inspections at about fifteen RCRA facilities and RCRA facility assessment/visual inspection at six sites. He published over 35 papers and made technical presentations at over 30 national and international meetings. Dr. Upadhyay has given seminars, and has been interviewed by prominent magazines and newspapers, on the subjects of geology and environmental/quality management systems.

**Representative Project Experience:**

**Quality Assurance/Quality Control (QA/QC), Asbestos and Lead Abatement Projects, Chicago, Illinois**

*QA/QC Review*

Prepared QA/QC guidelines and compliance checklists for staff. Reviewed draft reports to assess their compliance with the requirements of the Illinois Department of Public Health (IDPH) and those of the client. Corresponded with the IDPH on various issues that came up from time to time. Discussed compliance matters with various Contractors. Held meetings with asbestos abatement Project Managers to keep them abreast of changing regulations and their obligations to be in compliance.

**Three-Year Asbestos Re-inspections, Chicago Public Schools, Chicago, Illinois**

*QA/QC Review*

Coordinated with IDPH, contractors, and GSG field staff during various Three-Year Asbestos Re-inspections. Checked on the accuracy of the existing and newly found Homogeneous Areas (HA) at various schools. Supervised the data entry into CPS' database for areas and amounts of asbestos abated from various HAs. Conducted QA/QC review of all Final Reports.

**Public Building Commission of Chicago, Environmental Abatement,  
Chicago, Illinois**

*QA/QC Review*

Responsible for editorial, technical, and quality control reviews of GSG's reports on asbestos, lead, and hazardous materials abatement. Coordinator among IDPH, PBCC, contractors, laboratory, and GSG's staff for quality assurance. Reviewer of documents submitted by abatement contractors.

**Quality Control Systems and Proactive Environmental Management,  
Illinois**

*Instructor*

Developed and taught courses on the implementation of the ISO 14000 environmental standards. These standards, released in 1996 by the Geneva-based International Organization for Standardization (ISO), specify requirements to be met by potential registrants to implement proactive environmental management. Published articles and made presentations on the integration of Environmental (ISO 14000) and Quality (ISO 9000) Systems. Dr. Upadhyay was interviewed on the implementation of ISO 14000 by two magazines, International Environmental Systems Update of Fairfax, VA, and Quality of Carol Stream, Illinois.

**RCRA Compliance Inspections and Environmental Facility  
Assessments, Illinois, Indiana, Michigan, Minnesota**

*Geologist/Hydrogeologist*

Conducted Regulatory Compliance Inspections at fifteen sites in Illinois, Indiana, and Minnesota. Determined each facility's compliance with hazardous waste management regulations, which included an on-site interview with facility personnel, a review of facility waste management records, and a walk-through inspection. Conducted Environmental Facility Assessments at six sites in Illinois, Michigan, and Minnesota. This involved a review of the facility's regulatory history, a visual site inspection, and an evaluation of its waste management units for impact on air, water, soil, and human health.

**RCRA Regulatory Compliance Inspections, Illinois & Indiana**

*Geologist/Hydrogeologist*

Conducted these inspections at 15 sites in Illinois and Indiana. The objective of these inspections was to determine each facility's compliance with hazardous waste management regulations and the federal land disposal restrictions. These inspections included an on-site interview with facility personnel, a review of facility waste management records, and a walk-through inspection. The findings were incorporated into a report which was submitted to the EPA.



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4/13/2015

**HANS D UPADHYAY**  
855 W. Adams, Suite 200  
Chicago, IL 60607

**ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19037**

**Enclosed is your Asbestos Professional License that expires 05/15/2016**

CERTIFICATE EXPIRATION DATE

INSPECTOR

3/23/2016

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



**ASBESTOS  
PROFESSIONAL  
LICENSE**

**ENDORSEMENTS**

**TC EXPIRES**

INSPECTOR

3/23/2016

**ID NUMBER** 100 - 19037  
**ISSUED** 4/13/2015  
**EXPIRES** 05/15/2016

**HANS D UPADHYAY**  
855 W. Adams, Suite 200  
Chicago, IL 60607



Environmental Health

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

**PROTECTING HEALTH, IMPROVING LIVES**

Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture

# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Accredited by the Illinois Department of Public Health

HANS UPADHYAY

This is to certify that \_\_\_\_\_ has completed the ASBESTOS INSPECTOR'S REFRESHER course and successfully passed the examination on 03/23/2015 with a minimum score of 70% or better. Training was in accordance with U.S. E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA.

03/23/2015

Course Dates:

03/23/2016

Expires:

1503BIR22

Certificate Number:



**PUBLIC HEALTH & SAFETY** inc.

Environmental and Occupational Services  
105 S. Ashland Ave., Chicago, IL 60607

*N. Penneff*

Director of Training

Nicholas J. Penneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-010B

**Eric Valadez***Project Manager*

4 Years Experience  
 Joined GSG in 2011

**Areas of Expertise:**

Safety Project Management  
 Quality Control  
 Industrial Hygiene Services

**Education:**

Bachelor of Science in  
 Public and Environmental  
 Affairs from Indiana University

**Training/Registrations:**

- OSHA #510 Occupational Safety and Health Standards for the Construction Industry
- OSHA #500 Trainer Course in Occupational Safety and Health for Construction Industry
- OSHA 30 Hour for Construction Safety and Health
- 8 Hour Fall Protection Training for the Competent Person
- 4 Hour Work Zone Hazards Awareness Training
- 4 Hour Supported-Suspended Scaffold User Training
- 8 Hour Confined Space Entry Training (29CFR 1910.146)
- 4 Hour Excavation Hazards Awareness
- 4 Hour Crane Signal Training
- 4 Hour Rigging Hazard Awareness Training
- 40 Hour Hazwoper
- 4 Hour NFPA 70E Training
- American Heart Association First Aid CPR AED Certified

**Qualifications Summary:**

Mr. Valadez has 4 years of experience in safety management, quality control, and industrial hygiene. His experience spans renovation projects from the design phase through clearance of occupancy. Mr. Valadez's roles and responsibilities include a variety of tasks such as safety inspections of material and equipment, performing job hazard analyses prior to work activities, conducting safety audits, and accident investigations. Mr. Valadez also performs inspections of hazardous material prior to capital improvement renovations, oversight of lead and asbestos abatement projects, and monitoring of airborne contaminants ensuring they do not exceed OSHA permissible exposure limits.

**Representative Project Experience:****Chicago Transit Authority, 51<sup>st</sup> Station Green Line Inspection/Sandblasting Air Monitoring, Chicago, Illinois***Safety Specialist*

As part of the CTA's Station Renewal Program, the 51<sup>st</sup> Green Line Station received extensive improvements which included sandblasting activity. Responsibilities included a collection of samples prior to and during abatement, on-site monitoring and construction activities, and final clearances air sampling at the completion of each phase during the project.

**Chicago Transit Authority, Substation Improvement (Kimball, State, and Princeton), Chicago, Illinois***Safety Assistant Manager*

Mr. Valadez assisted in the implementation of safety programs for numerous contractors working on the CTA's substation improvement project. Substation work included demolition of existing substations, construction of new substations, and enhancements to existing substations in order to improve the CTA's Traction Control Systems and Traction Power Systems throughout the limits of the project. His field safety duties included monitoring the work activities for compliance with the CTA and OSHA's safety policies and procedures while his technical responsibilities included accident investigation and recreation, public protection, fall protection, crane/rigging safety, excavation safety, traffic control safety, and fire safety.

**Chicago Transit Authority, Milwaukee Blue Line Track Renewal, Chicago, Illinois***Assistant Field Engineer/Safety Manager*

Mr. Valadez participated in the \$20.4 million CTA reconstruction of the Blue Line from the Western to Damen Station. He assessed the safety plans and adherence to project specifications of the general contractor and the sub-contractors. He conducted inspections of work, reviewed drawings and specs for quality control, and completed Inspector Daily Reports (IDR). He maintained quantity logs, a field book, and punch lists. He evaluated the

- Illinois Department of Public Health Licensed Asbestos Project Manager
- Illinois Department of Public Health Licensed Asbestos Inspector
- Illinois Department of Public Health Licensed Lead Inspector
- EPA Lead Renovator
- NIOSH 582 Air Sampling Professional
- CTA Rail Safety Training

equipment used on CTA property to identify risks and recommended control measures. Mr. Valadez also assisted in conducting safety oversight, which includes fall protection, heavy machinery, cranes, and demolition hazards. In order to identify and report hazards found, he assessed job hazard analyses, inspected and observed completed tasks, and facilitated hazard correction.

**Chicago Transit Authority, Addison Station Blue Line Lead Mitigation, Chicago, Illinois**

*Industrial Hygiene Specialist*

Mr. Valadez worked as part of the Chicago Transit Authority's (CTA) Station Renewal Program specifically on the cosmetic improvements of the Addison Blue Line Station. Duties included scraping and painting of platforms and stairwells that contained lead-based paint. His responsibilities included collecting samples prior to and during abatement, on-site monitoring of lead containments, visual inspections, documenting on-site activities, and final clearances wipes at the completion of the project.

**Chicago Transit Authority, UIC-Halsted Sandblasting, Chicago, Illinois**

*Industrial Hygiene Specialist*

Mr. Valadez worked on the UIC-Halsted Station as part of the CTA's Station Renewal Program. His responsibilities included collecting samples prior to and during lead abatement, documenting on-site activities, air monitoring during and after lead abatement, and final clearances wipes at the completion of the project.

**Homeland Security Biowatch Program, Chicago, Illinois**

*Air Sampling Technician*

As part of an anti-terrorist program implemented in 2001, Mr. Valadez's responsibilities as an Air Sampling Technician included collecting and installing air filters that detected for biochemical air pathogens such as anthrax, smallpox, and tularemia. Each air-monitoring machine was located in a public area such as CTA, police and fire stations, suburban public works facilities, parks, and many more common areas throughout the Chicagoland area. Following the collection of filters, samples were submitted to the Illinois Department of Public Health (IDPH) and Illinois Environmental Protection Agency (IEPA) for testing.

**Chicago Transit Authority, 51<sup>st</sup> Station Green Line Inspection/Sandblasting Air Monitoring, Chicago, Illinois**

*Safety Specialist*

As part of the CTA's Station Renewal Program, the 51<sup>st</sup> Green Line Station received extensive improvements which included sandblasting activity. Responsibilities included a collection of samples prior to and during abatement, on-site monitoring and construction activities, and final clearances air sampling at the completion of each phase during the project.



Pat Quinn, Governor  
LaMae Habbrecht, MD, MPH, Director

1225 North West Jefferson Street • Springfield, Illinois 62761-0001 • www.idph.state.il.us

12/11/2014

LICENSE NUMBER: 165458  
ERIC M VALADEZ  
7433 MADISON  
HAMMOND, IN 46324

### LICENSE APPROVED

Illinois Department of Public Health (the Department) recently received and reviewed your application for lead licensure.

Your qualifications have been reviewed and found that you meet the requirements set forth by the Department's Lead Poisoning Prevention Code, Section 845.125. Therefore, your application for lead licensure is now complete.

Enclosed please find your lead license card. Please have this identification card with you at all times while conducting lead abatement activities.

Also, please note the expiration date on the front of the lead license card. A renewal application will need to be completed and submitted to the Department at least 60 days prior to the expiration date. Please follow this link [http://www.idph.state.il.us/enr/health/pd/Lead-Renewal\\_App.pdf](http://www.idph.state.il.us/enr/health/pd/Lead-Renewal_App.pdf) to find a renewal form on-line.

If you have any questions, please call (317) 625-2200 or (800) 452-3030. If you are hearing impaired, TTY (800) 347-0466.

Thank you,

The Department

Enclosure: Lead License



LEAD ID: 165458  
ISSUED: 12/11/2014  
EXPIRES: 03/15/2016

ERIC M VALADEZ  
7433 MADISON  
HAMMOND, IN 46324

PROTECT OUR CHILDREN FROM LEAD  
ILLINOIS LEAD PROGRAM  
Department of Public Health



525-525 West Jefferson Street • Springfield, Illinois 62762-0001 • www.idph.state.il.us

4/13/2015

**ERIC M VALADEZ**  
855 W ADAMS, SUITE 200  
CHICAGO, IL 60607

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19038

Enclosed is your Asbestos Professional License that expires 05/15/2016

CERTIFICATE EXPIRATION DATE

INSPECTOR

2/14/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

2/7/2016

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

Our WEB address is <http://www.idph.state.il.us/envhealth/ehhome.htm>



**ASBESTOS  
PROFESSIONAL  
LICENSE**

ID NUMBER      ISSUED      EXPIRES  
100 - 19038      4/13/2015      05/15/2016

**ERIC M VALADEZ**  
855 W ADAMS, SUITE 200  
CHICAGO, IL 60607



Environmental Health

ENDORSEMENTS

TC EXPIRES

INSPECTOR

2/14/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

2/7/2016

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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.

PROTECTING HEALTH, IMPROVING LIVES

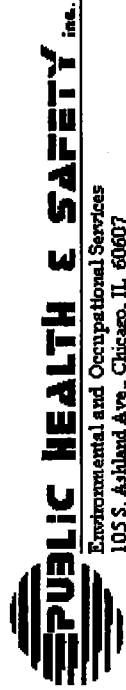
Environmental Renovation/Demolition Services  
Accurate/GSG Joint Venture



# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

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

This is to certify that ERIC M. VALADEZ  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 02/07/2015 with a minimum score of 70% or better. Training was in accordance with U.S.  
E.P.A. 40 CFR 763 Subpart E, Appendix C, Asbestos Containing Materials in Schools: Model  
Accreditation Plan, TSCA II, Authorized by both AHERA & ASHARA and Indiana Rule 326 IAC  
18-2.



02/07/2015

Course Dates:

02/07/2016

Expires:

1502CSR24

Certificate Number:

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

Director of Training

Nicholas J. Peneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008

**EXHIBIT A**  
**LEGAL ACTIONS**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**EXHIBIT A  
LEGAL ACTION**

**Firm Name:** Accurate/GSG, AJV

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

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

**EXHIBIT B  
DISCLOSURE AFFADAVIT**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

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 Keith Clough, as Member  
Name Title

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

1. Name of Firm: Accurate/GSG, AJV
2. Address: 855 W. Adams Street, Suite 200, Chicago, IL 60607
3. Telephone: (312) 733-6262 Fax: (312) 733-5612
4. FEIN: 04-3678188 SSN: TIN: 04-3678188
5. Nature of transaction (check the appropriate box):

- Sale or purchase of land
- Construction Contract
- Professional Services Agreement
- Other \_\_\_\_\_

6. Disclosure of Ownership Interests  
Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture
- Limited Liability Company
- Limited Liability Partnership
- Not-for-profit Corporation
- Other: \_\_\_\_\_

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: \_\_\_\_\_
2. Authorized to conduct business in the State of Illinois:  Yes  No
3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title

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

Name	Address	Ownership Interest Percentage
		Environmental Co.
		PS2061

5. LLC's ONLY, indicate management type and name:  
 Member-managed  
 Manager-managed  
 Name: \_\_\_\_\_
6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?  
 Yes  
 No

If "yes" 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.

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**PARTNERSHIPS**

1. 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	Ownership Interest Percentage
Accurate Environmental Solutions, Inc.	50%
GSG Consultants, Inc.	50%

**SOLE PROPRIETORSHIP**

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:  Yes  No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s)

3. 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 exercised

Name	Address

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CONTRACTOR CERTIFICATION**

**A. CONTRACTORS**

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<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;



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**DISCLOSURE AFFIDAVIT**

- 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.

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**C. STATE TAX DELINQUENCIES**

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

N/A

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

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

**D. OTHER TAXES/FEEES**

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

N/A

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

**E. PUNISHMENT**

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

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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

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

N/A

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

**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<sup>5</sup>, (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):

N/A

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

- 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.

**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.

EXHIBIT B  
DISCLOSURE AFFIDAVIT

VERIFICATION

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

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

*Keith Clough*

Signature of Authorized Officer

Keith Clough

Name of Authorized Officer (Print or Type)

Member

Title

(312) 733-6262

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 3rd day of February, 2016 by

Keith Clough (Name) as Member (Title) of

Accurate/GSG, AJV (Bidder/Proposer/Respondent or Contractor)

*Maria Elena Perez*

Notary Public Signature and Seal



**EXHIBIT C**  
**DISCLOSURE OF RETAINED PARTIES**

**(ATTACHED HERETO AND INCORPORATED HEREIN)**

**EXHIBIT C  
DISCLOSURE OF RETAINED PARTIES**

**Definitions and Disclosure Requirements**

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

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

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

**Certification**

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

**PS2061**

Description of goods or services to be provided under Contract:

**Environmental Consulting Services for Renovation/Demolition**

Name of Consultant: Accurate/GSG, AJV

**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:

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

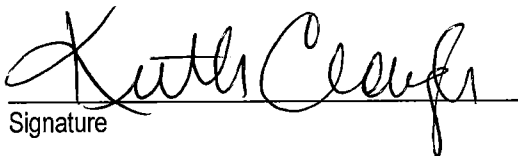
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained

The Consultant understands and agrees as follows:

**EXHIBIT C  
DISCLOSURE OF RETAINED PARTIES**

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

  
Signature

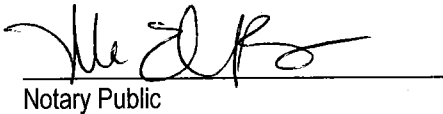
2/3/16  
Date

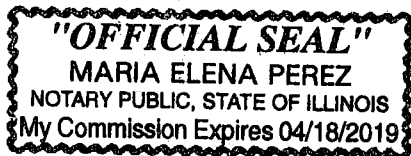
Keith Clough  
Name (Type or Print)

Member  
Title

Subscribed and sworn to before me

this 3rd day of February 2016

  
Notary Public



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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**



**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
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1. Policy Statement

- a. It is the policy of the Commission 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 Consultant 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 Consultant also agree to take affirmative 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 Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. 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 Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
  - i. "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - ii. "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
  - iii. "Professional Service Contract" means a contract for professional services of any type.
  - iv. "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 and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
  - v. "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
  - vi. "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

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- vii. "Good faith efforts" means actions undertaken by a Consultant 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.
- viii. "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.
- ix. "Program" means the minority- and women-owned business enterprise professional service 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 Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant 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:
  - i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
  - ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Consultant 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 Consultant 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.

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- f. A Consultant 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 Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
  - i. 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 the County of Cook must be submitted.
  - ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder 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.
  - iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder 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.
  - iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his 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 bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

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- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder 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 Bidder's proposal as non-responsive.
- c. Bidders 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 subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 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 subconsultant that the supplies will be purchased by.

**7. Request for Waiver**

- a. If a Bidder 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 bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder'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:
  - i. Attendance at the Pre-bid conference;
  - ii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
  - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
  - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - a. The name, address and telephone number of MBE and WBE firms contacted;
    - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - vi. A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.

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- vii. 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.
- viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
- ix. 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:
  - i. 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;
  - ii. 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. Failure To Achieve Goals**

- a. If the Consultant 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 Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
  - i. 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.
  - ii. 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.
  - iii. 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 Consultant's failure to meet the goals, as long as such costs are reasonable.
  - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a 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.
  - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

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- vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - vii. 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.
  - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
  - ix. 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
  - x. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' 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 determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

**9. Reporting and Record-Keeping Requirements**

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant 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 Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant 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 Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

**10. Disqualification of MBE or WBE**

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.

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- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the Subconsultant's or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the subconsultant or supplier was misrepresented by the Consultant. If the Consultant is determined not to have been involved in any misrepresentation of the status of the disqualified subconsultant or supplier, the Consultant shall make good faith efforts to engage a qualified MBE or WBE replacement.

11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant'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 Consultant 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.

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant 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 Consultant 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 Consultant 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:

- i. The Consultant 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, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
- ii. The Consultant'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 subconsultant 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 subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant'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 Consultant; 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.

- iii. The Consultant'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.

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- iv. The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working 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.
  
  - v. 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) working 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.
  
  - b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
  
  - c. 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 Consultant 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.
13. Non-Compliance
- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant 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 Consultant'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 Consultant 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 Consultant from entering into future contracts with the Commission.
14. Severability
- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.



**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
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**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

1. Name of Joint Venture \_\_\_\_\_
2. Address of Joint Venture \_\_\_\_\_
3. Phone number of Joint Venture \_\_\_\_\_

4. Identify the firms that comprise the Joint Venture

- A. 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.)

**Environmental Consulting Services for Renovation/Demolition**

- B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.

**PS2061**

5. Nature of Joint Venture's business
6. Provide a copy of the Joint Venture agreement.
7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%

8. Specify as to:

- A. Profit and loss sharing \_\_\_\_\_%
- B. Capital contributions, including equipment \_\_\_\_\_%
- C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

- D. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

50%

**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**  
**FOR PROFESSIONAL SERVICES**  
**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- A. Financial decisions: \_\_\_\_\_
  - B. Management decisions such as:
    - 1. Estimating: \_\_\_\_\_
    - 2. Marketing/Sales: \_\_\_\_\_
  - C. Hiring and firing of management personnel:  \_\_\_\_\_
  - D. Purchasing of major items or supplies: \_\_\_\_\_
  - E. Supervision of field operations: \_\_\_\_\_
  - F. Supervision of office personnel: \_\_\_\_\_
  - G. 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.
  - H. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.
10. Please state any material facts of additional information pertinent to the control and structure of this Joint Venture.

**EXHIBIT D**  
**SPECIAL CONDITIONS REGARDING THE UTILIZATION OF**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**  
**FOR PROFESSIONAL SERVICES**  
**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 Consultant if the Joint Venture is a sub-consultant.

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title  
Member

\_\_\_\_\_  
Date

State of Illinois County of \_\_\_\_\_

On this \_\_\_\_ day of Cook, 20\_\_

before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

Commission expires:

(SEAL)

X  
\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature  
Keith Clough

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

Commission expires:

(SEAL)

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

Name of Project: 50%

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE N/A WBE N/A

(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago

(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor

\_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

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

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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 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.

BY:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

**SCHEDULE D - Affidavit of General Contractor 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 General Contractor whose address is

in the City of \_\_\_\_\_, State of \_\_\_\_\_

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

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Contract Value</b>		%	%

The Professional Service Provider 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 General Contractor 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.

BY:

\_\_\_\_\_  
Name of Contractor (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone/FAX

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

EXHIBIT E

**Accurate | GSG, Joint Venture**

**3B. JOINT VENTURE AGREEMENT**



## JOINT VENTURE AGREEMENT

THIS AGREEMENT, made this 14th day of May, 2015, ("Agreement") by and between **Accurate Environmental Solutions, Inc.**, an Illinois corporation with an office at 14524 South Ellis, Dolton, Illinois 60419 ("Accurate") and **GSG Consultants, Inc.**, an Illinois corporation with an office at 855 West Adams Suite 200, Chicago, Illinois 60607 ("GSG"). In this Agreement, the above-identified companies are individually referred to as a "Party" and collectively as "Parties."

### RECITALS

- A. Public Building Commission of Chicago ("Owner") has issued a Request for Qualifications for **Environmental Consulting Services for Renovation/Demolition – PS2016** ("Project").
- B. The Parties wish to form a joint venture ("Joint Venture" or "JV") to submit a Proposal for the Project related to professional consulting services ("Services"), and if selected by Owner, to negotiate, enter and perform a contract for such Services ("Contract").
- C. The Parties desire to set forth their respective rights, interests, obligations and liabilities with respect to each other, the Contract, and the performance of the Contract.
- D. As the final terms of the Contract become known, the Parties may amend this Joint Venture Agreement to incorporate any relevant provisions or requirements thereof.

### ARTICLE 1 - JOINT VENTURE ENTITY

- 1.1 Entity. The Parties hereby associate themselves as a JV known as Accurate/GSG, a Joint Venture, for the purpose of submitting the Proposal, and, if selected by the Owner, negotiating and entering into and performing the Contract. The Contract shall be entered into and performed under the name of the JV. All Services contemplated by the Contract shall be performed under the name of the Joint Venture. All money, equipment, materials, supplies and other property acquired by the JV shall be held jointly in its name. Hardware and software used interchangeably by both Parties will be acquired by the JV and shall be held jointly in its name with the leasing and/or licensing agreements permitting title to transfer to either of the Parties at the conclusion of the Project without additional charge. Notwithstanding the foregoing, any property, equipment, hardware or software previously owned, leased or licensed to any Party and provided or used in connection with the Contract shall remain the property of such Party.
- 1.2 Office. The principal office of the JV will be located at 855 West Adams, Suite 200, Chicago, Illinois 60607, or such other location as the Board of Control shall designate ("Project Office").
- 1.3 Certificates and Documents. The Parties shall execute and file whatever certificates and documents are required to form and operate a joint venture under the laws of the State of Illinois.
- 1.4 Bear Own Costs. Each Party shall bear its own expenses in connection with the Proposal, negotiation of this Agreement and negotiation and execution of the Contract including, but not limited to, the fees of any attorney, financial advisor, or other consultant. Notwithstanding the foregoing, the cost of forming the JV including, but not limited to, filing fees, constitute a JV Cost and shall be subject to payment as such in accordance with this Agreement.

- 1.5 No Other Relationship Created. Except with respect to the creation of this JV and as set forth herein, neither this Agreement nor the JV's activities shall be construed as (i) creating any other legal entity or relationship between the Parties; (ii) constituting any Party as an agent or representative of the other Party; or (iii) creating any other obligations between the Parties. Neither Party shall be authorized to modify or amend the Contract or to make commitments for the JV or the other Party unless authorized to do so hereunder or by the Board of Control. Nothing in this Agreement shall be interpreted or construed as limiting the Parties' respective rights to carry on their individual businesses for their own benefit.

## ARTICLE 2 - PERFORMANCE OF SERVICES

- 2.1 Principle. The Services required under the Contract will be divided between the Parties in the best interest of the performance of the Contract and JV, giving consideration to such factors as the availability of qualified personnel, efficiency, timeliness and JV profitability. The general intent is to split the work according to the Participation Percentages listed below. Services may also be contracted for by the JV with others with the approval of the Board of Control.
- 2.2 Execution. Each Party will provide the Services assigned to it in accordance with the terms of the Contract and this Agreement. No subcontract will be required between the JV and any Party. Each Party may at its discretion have a portion of its services performed by their affiliates. In the case of GSG, its affiliates shall be defined as GSG Consultants, Inc. In the case of Accurate, its affiliates shall be defined as Accurate and Company. Services performed by an affiliate of a Party shall be considered for all purposes as services performed by that Party. All other entities that perform services for the JV shall enter into direct contracts with the JV.
- 2.3 Allocation. The Services will be divided between the Parties in general conformity with Exhibit A and consistent with the principles of this Article. Prior to commencing any Services, each Party shall prepare a detailed scope of work and corresponding budget for the approval of the Board of Control.

## ARTICLE 3 - JOINT VENTURE TERM

- 3.1 Duration. This JV shall terminate upon the occurrence of any of the events listed below:
- 3.1.1 If the Owner cancels the RFP;
  - 3.1.2 If the Owner awards the Project to others;
  - 3.1.3 If the JV and Owner fail to reach agreement on Contract terms;
  - 3.1.4 If after execution of the Contract, all of the following have occurred: (i) completion of all Services (unless either Owner terminates the Contract or the Parties and Owner mutually agree to terminate the Contract); (ii) receipt of all compensation due and owing the JV; (iii) fulfillment of all Contract responsibilities and obligations (including warranties); (iv) resolution of all known liabilities arising out of the Contract to the Owner, any third parties or surety; (v) resolution of all known liabilities and disputes between the Parties under this Agreement; and (vi) cancellation of all guarantees and bonds.
  - 3.1.5 Termination of the JV by the Surviving Party upon the occurrence of a Default.

3.2 Impact of Termination.

3.2.1 Upon termination of the JV, the Parties' obligations to each other shall cease with the exception of those provisions in the Agreement which by their nature are intended to survive expiration or termination including, but not limited to, those related to working capital, indemnification and liability, default, dispute resolution, confidentiality and intellectual property.

3.2.2 Upon termination, the Parties shall cooperate to promptly wind up the business of the JV. GSG's accountants shall prepare a statement setting forth the assets and liabilities of the JV as of the date of termination and such statement will be furnished to the Parties. ACCURATE's accountants shall have the opportunity to review all books and records which support such statement. Thereafter, the Parties shall liquidate all equipment, materials, hardware, software, leases, capital contribution, reserves and all other JV property ("JV Assets") to the extent any exist. The assets and proceeds from the liquidation shall be applied as follows:

- (a) First, to pay costs incurred in connection with the dissolution of the Joint Venture;
- (b) Second, to pay any JV liabilities;
- (c) Third, to pay any JV Costs;
- (d) Fourth, to reimburse a Party for any additional Capital Contributions (including interest thereon) which were required due to the other Party's failure to make its required Capital Contribution;
- (e) Fifth, to reimburse a Party for Work it provided in fulfillment of the Contract;
- (1) Sixth, the remainder, if any, to the Parties in accordance with their respective Participation Percentages.

3.2.3 Notwithstanding the foregoing, if any third party, Owner, subconsultants, subcontractors or sureties asserts a claim of any nature or institutes a legal action of any type against the JV or any of the Parties at any time after the distribution of JV Assets and such claim and/or legal action relates to or arises out of this Agreement or the Contract, this Agreement shall be considered to have remained in full force and effect and the rights and obligations of the Parties hereto with respect to such matters shall be determined by this Agreement.

**ARTICLE 4 - INTEREST IN JV**

4.1 Participation Percentages. Except as otherwise stated in this Agreement, the interests of the Parties in and to Profits derived from the Contract, distribution of JV Assets, obligations with respect to Capital Contributions, and losses and liabilities incurred in the performance of the Contract will be in the percentages ("Participation Percentages") set forth below:

<b>GSG</b>	<b>50 %</b>
<b>ACCURATE</b>	<b>50 %</b>

## ARTICLE 5 - BOARD OF CONTROL

- 5.1 Creation of Board of Control. For the purpose of establishing JV policy, making decisions and granting approvals requiring the action of the JV, a Board of Control shall be established. The Board of Control shall be authorized to act for and on behalf of and to bind the JV.
- 5.2 Board of Control Members. The Board of Control shall consist of three (3) members, one (1) member appointed by ACCURATE and two (2) members appointed by GSG. The members on the Board of Control are: Keith Clough of (ACCURATE); and Arturo Saenz and Ala Sassila (GSG). A Party may replace one or both of its members on the Board of Control by providing written notice to the other Party. Each Party authorizes its members on the Board of Control to act on behalf of such Party in the making of all decisions.
- 5.3 Board of Control Powers. The Board of Control shall (i) decide all matters of general policy for the JV; (ii) resolve all questions affecting the Parties vis-a-vis the Owner, subconsultants, subcontractors, sureties or third parties; (iii) resolve all questions posed by any Party regarding performance of the JV or its Services, the Contract or this Agreement; (iv) determine and act upon the various matters, expressly or impliedly contained in other sections of this Agreement which require decision by the Board of Control; and (v) decide other matters including, but not limited to:
- 5.3.1 Reviewing and approving the Contract and amendments and modifications thereto;
  - 5.3.2 Entering into (or terminating) commitments on the JV's behalf including, but not limited to, (i) insurance, (ii) bonds, (iii) letters of credit, (iv) guarantees, (v) leases of facilities or equipment, (vi) procuring or selling any equipment, (vii) procurement of third party services, (viii) subconsultant agreements and subcontracts, and (ix) assumption of debt;
  - 5.3.3 Performing quarterly reviews of all financial matters and Project progress and status;
  - 5.3.4 Making calls for Capital Contributions, and establishing reserves for potential or contingent liabilities;
  - 5.3.5 Instituting claims, litigation or arbitration on behalf of the JV against the Owner, subconsultants, subcontractors, sureties or third parties; defending any claims, litigation or arbitration brought against the JV; and negotiating, mediating or settling claims, litigation, or arbitration brought by or against the JV;
  - 5.3.6 Approving the appointment of key personnel to the Project, including but not limited to the Project Manager, and their replacements;
  - 5.3.7 Approving the Project budget scope of work and budget for each Party;
  - 5.3.8 Approving the allocation of Services between the Parties and the JV's subconsultants/subcontractors, as well as between the Parties and their respective subconsultants/subcontractors;
  - 5.3.9 Determining policies and procedures related to the operation of the Project Office, such as the days on which the Project Office will be open and its hours of operation;

5.3.10 Approving the timing and amount of profit ("Profit" is the amount in excess of all JV obligations hereunder) and other JV Asset distribution; and

5.3.11 Any other matters referred to it by either Party.

5.4 Meetings.

5.4.1 The Board of Control shall conduct quarterly meetings or meet more frequently as necessary. The Project Manager will prepare the schedule for such meetings. Any Party may call a special meeting upon seven (7) days written notice to each other Party. In the event that a Party determines that circumstances require a meeting in a lesser period of time, such Party may call a special meeting upon less than seven (7) days written notice provided that such written notice shall state the intended purpose of such special meeting.

5.4.2 Unless the Board of Control designates a different location, all meetings shall be held in the JV's Project Office.

5.4.3 Board of Control meetings shall not convene until all members are present. Members shall be deemed present if they are physically present at the meeting or if they are connected telephonically with the other Board of Control members.

5.4.4 The following provisions shall apply to Board of Control meetings:

- (a) The Board of Control may make decisions in accordance with this Agreement in writing, telephonically, electronically, or by facsimile without a formal meeting.
- (b) The Project Manager shall attend the meetings, but shall not be entitled to vote.
- (c) The Project Manager shall prepare minutes of all Board of Control meetings and shall distribute such minutes to all members of the Board of Control within seven (7) business days after such meetings. If a Party fails to notify the Project Manager of any objections to such minutes within seven (7) business days after receipt thereof, such Party shall be deemed to have approved such minutes.
- (d) Decisions of the Board of Control which are made in compliance with this Agreement and evidenced by written agreement or confirmed minutes executed by the members of the Board of Control shall be final and binding on the Parties.
- (e) Each Party shall be individually responsible for the remuneration and expenses associated with its members' attendance at Board of Control meetings.

5.5 Voting.

5.5.1 Each member of the Board of Control shall have one (1) vote of equal value.

5.5.2 Board of Control decisions shall be made by majority vote of the five members.

5.5.3 If the Board of Control members are unable to reach a majority decision, then either Party may submit the issue to the Dispute Resolution procedures in Article 14.

## ARTICLE 6 - PROJECT DIRECTION

- 6.1 Principle. In making decisions, the Parties shall endeavor to make decisions in the best interest of the JV as a whole, taking into consideration Project safety and performance, the financial performance of the JV, and fair and equitable treatment of the Parties.
- 6.2 Project Manager.
- 6.2.1 The day-to-day management of the JV's Services and the Contract shall be conducted by and under the direction of the Project Manager who shall be George Kougias of GSG and who shall be responsible for coordinating execution of the JV's Services in accordance with the policies established by the Board of Control.
- 6.2.2 Subject to the supervision of the Board of Control, the Project Manager shall have those powers delegated by the Board of Control.
- 6.2.3 The Project Manager shall have primary responsibility for the following:
- (a) Contact and correspondence with the Owner and contact and correspondence with any third party on matters arising under the Contract or this Agreement;
  - (b) Maintaining correspondence and Project files;
  - (c) Assessing overall performance of the JV, performing progress monitoring and reporting, and identifying potential problem areas for resolution among the Parties;
  - (d) Proposing budgets for JV Costs and consolidating this and each Party's budget for review and approval of the Board of Control;
  - (e) Providing payment administration services to the JV including support of GSG accountants related to invoicing, receiving payments and disbursing payments;
  - (f) Monitoring and adjusting as necessary the allocation of the JV's Services and staffing between the Parties; and
  - (g) Interpreting the Contract requirements and administering the Contract and this Agreement in accordance with the directions and subject to the authority of the Board of Control.
- 6.2.4 Each month, the Project Manager shall submit to the Board of Control such reports as the Board of Control may require including, but not limited to, a Project progress report noting any problem areas and an accounting of JV revenues and expenses compared to budget, including, without limitation, JV Costs.
- 6.3 Key Personnel. The persons identified in the Contract will be assigned to the positions indicated therein. The Board of Control shall approve the final selection of any other key personnel, and will approve the replacements of all key personnel.
- 6.4 Contract Negotiations and Execution. Each of the Parties shall have the right to attend and

participate in Contract negotiations. The Board of Control shall establish negotiation parameters and shall approve or disapprove the form of Contract unanimously. In the event that the Parties fail to reach unanimous agreement, this Agreement shall terminate and no Party may compete for the Project or Contract either directly or indirectly and as an individual firm or in any combination with any other firm. Each Party shall sign the Contract.

## ARTICLE 7 - BUSINESS MANAGEMENT

### 7.1 Accounting.

7.1.1 GSG shall direct its accountants to perform the banking and accounting services and maintain the books and accounting records in accordance with generally accepted accounting practices, and the costs thereof will constitute JV Costs. During the term of this Agreement, the books and records shall be subject to inspection by the Parties or their designated representatives at any reasonable time. The results of any such inspections shall be reported to the Board of Control.

7.1.2 The books of account shall be maintained on the accrual basis of accounting for management and tax purposes.

7.1.3 The Project Manager shall deposit all Capital Contributions and all sums received from the Owner or any other source in a bank account established exclusively for the JV ("JV Bank Account"), which JV Bank Account shall be separate from any bank accounts maintained by any Party. All income or instruments for the payment of money received on behalf of the JV shall be payable only to the JV and shall be deposited only in the JV Bank Account. Amounts in the JV Bank Account shall be withdrawn by check only, signed by one person from GSG, who shall be designated by the Board of Control.

7.1.4 At such times as the Board of Control may choose to direct, an independent auditor shall audit the JV books and shall furnish a copy of such audit to each Party. The audit shall include an accurate accounting of all income, liabilities and disbursements of the Joint Venture. The costs of such audits shall constitute JV Costs.

### 7.2 Taxes.

7.2.1 GSG shall direct its accountants to prepare and file tax returns on behalf of the JV after review and approval of the Board of Control, if the filing of tax returns is necessary, and the costs thereof shall be JV Costs. Each Party shall be responsible for its own tax affairs arising out of or in connection with the JV.

7.2.2 The fiscal year for the JV shall be the calendar year.

7.2.3 The JV shall make the following elections: (i) adopt the calendar year as the annual accounting period; (ii) adopt the accrual method of accounting; and (iii) make other tax elections as the Board of Control may choose.

### 7.3 Record Keeping.

- 7.3.1 Records of the JV and Parties that the Contract requires to be kept subsequent to termination of the JV shall be kept at such place(s) as the Board of Control may determine.
- 7.3.2 Each Party will keep separate, complete, and detailed records and books of account relating to its revenue and costs incurred for the Project. Such records and books of account shall be kept in accordance with generally accepted accounting principles. Upon five (5) days written notice, such records shall be subject to inspection by any other Party during regular business hours.

## ARTICLE 8 - COMPENSATION

- 8.1 Budget. Each Party will prepare a budget for its Services. All budgets will be reviewed and approved by the Board of Control. Each Party shall give prompt written notice to the Project Manager of any anticipated budget overruns.
- 8.2 Compensation for Services.
- 8.2.1 *(To be completed by amendment to this Agreement following negotiation of the Contract.)*
- 8.3 Invoices.
- 8.3.1 Each Party shall invoice the JV for the reimbursement it is entitled to with respect to the Services it provides pursuant to the detailed scope of work and corresponding budget which has been approved by the Board of Control. Each invoice shall be supported by such documentation as the Contract and the Board of Control may require. Expenses incurred by any Party prior to the effective date of this Agreement in connection with submission of the Proposal or otherwise shall be the sole responsibility of the incurring Party and shall not be reimbursable by the JV.
- 8.3.2 The Project Manager shall incorporate the Parties' invoices and the JV Costs into a JV invoice and shall submit such invoice to the Owner in accordance with the Contract.
- 8.4 Payment. Within thirty (30) business days after receipt of payment from the client for submitted JV invoices, the JV shall pay each of the Parties the sum approved and paid by the Owner connected with the respective invoices to the extent otherwise reimbursable under this Agreement. Nothing contained in this Agreement shall be construed as obligating the JV to pay any Party until or unless it has received payment from the Owner for the amounts invoiced by such Party except as otherwise provided under this Article.
- 8.5 Restrictions. In the event Services are not fully reimbursed by the Owner, responsibility for such deficiencies will be shared by the Parties in accordance with their respective Participation Percentages, except as set forth below:
- 8.5.1 In the event a Party's Services are not fully reimbursed by the Owner because of adjustments to its portion of the JV invoice based on disallowed costs as determined by audit or otherwise under the Contract, or because of defective work performed by a Party, the Party subject to the adjustment will be solely responsible for the loss and no other Party or the JV will have any obligation to reimburse the Party.



- 8.5.2 In the event mismanagement of the effort required to render a Party's Services results in losses, such Party shall be solely responsible for such losses, but only to the extent such mismanagement has resulted in overruns in the Party's budget.

## ARTICLE 9 - JOINT VENTURE COSTS

- 9.1 Definition. "JV Costs" are:
- 9.1.1 Expenses with respect to office space, software, hardware and equipment and supplies for the Project Office;
  - 9.1.2 Expenses associated with the operation of the Project Office;
  - 9.1.3 Expenses for services provided by third parties, including without limitation the JV's subconsultants and subcontractors, as authorized by the Board of Control;
  - 9.1.4 Cost of the services of GSG's accountants, the use of GSG's JV cost control system (at rates agreed by the Parties) and the independent auditor;
  - 9.1.5 Expenses incurred for litigation or other legal services provided for the JV as opposed to the Parties;
  - 9.1.6 Expenses of bonds, letters of credit and insurance incurred by the JV;
  - 9.1.7 Expenses identified as JV Costs elsewhere in the Agreement; and
  - 9.1.8 Other expenses which the Board of Control authorizes as JV Costs.
- 9.2 Reserves. The Board of Control shall have the right to set aside funds out of JV revenues to create a reserve if it determines it to be prudent for the operation of the Joint Venture's business, including without limitation sums the Board of Control deems necessary for the future payment of any JV liabilities and/or obligations.
- 9.3 Unrecovered Expenses. In the event JV Costs are not fully recovered from the Owner, responsibility for such deficiency shall be shared by the Parties in accordance with their respective Participation Percentages.
- 9.4 Priority Payment. JV Costs incurred and reserves to be funded in accordance with this Article shall be paid before reimbursement is made to any Party for its Services or any Profit or JV Asset distributions are made.

## ARTICLE 10 – INSURANCE

- 10.1 Insurance.
- 10.1.1 The Parties will carry insurance of the kinds and in the amounts specified in the Contract. Additionally, each Party will make each other Party and the JV additional insureds on their general liability, auto and excess policies. The general liability, auto and excess policies will be made primary with respect to each Party's obligations under Article 12.1.1 (a)-(d) and each Party's workers' compensation policy will be endorsed to provide a waiver of subrogation in favor of each other Party and the JV. In addition to, or in

combination with, the insurance described herein, the Board of Control may approve other insurance to be purchased by the JV, the cost of which shall be a JV Cost. This must be done by written amendment to this Agreement.

- 10.1.2 In the event any Party has a claim under any insurance, the Party agrees to execute and deliver any and all documents necessary to effectuate its prompt and satisfactory settlement. The proceeds of any insurance claim will be used consistently with the provisions of Article 12.

## ARTICLE 11 - WORKING CAPITAL

### 11.1 Capital Contributions.

11.1.1 The Parties shall furnish all funds required in excess of JV revenues to provide cash for JV operations ("Working Capital") when and as required to perform the Contract, to discharge JV liabilities and/or losses, and to pay JV Costs. The Working Capital will be funded by each Party as "Capital Contributions." The Parties shall make Capital Contributions in accordance with their respective Participation Percentages. Annually, or more frequently if requested by the Board of Control, the JV's accountants shall make calculations of Working Capital requirements. The Board of Control shall review recommendations for Working Capital, and, upon approval, shall issue a written notice to the Parties specifying the amount of Capital Contribution required.

11.1.2 The Project Manager shall deposit the Capital Contributions into a Capital Contributions subaccount of the JV Bank Account ("Capital Account").

11.1.3 If any Party borrows funds to pay its Capital Contribution, such borrowing and interest payable thereon shall be the sole and separate obligation of the Party and shall not be the debt or obligation of the JV.

### 11.2 Failure to Make Capital Contribution.

11.2.1 If any Party fails or is unable to provide the full Capital Contribution within the time specified, the Project Manager shall send an additional notice to the Party setting forth the amount unpaid and the date it was due. The Party not having deposited its Capital Contribution shall have a further period of ten (10) business days to make such Capital Contribution. If, at the end of such ten (10) business day period, such Party fails or is otherwise unable to provide its full Capital Contribution, from that date forward such Party shall have no right to receive its share of Profits until such time as the withheld share of Profits equals the unpaid Capital Contribution. The Project Manager shall deposit the withheld share of Profits into the Capital Account. Notwithstanding the foregoing, nothing contained herein will increase or decrease the liability of the Parties for losses and liabilities for which they are otherwise responsible hereunder.

11.2.2 Upon a Party's repeated failure to make Capital Contributions or the failure of the withholding of Profits to offset the unpaid Capital Contribution(s), the Party who failed to make such Capital Contributions shall be deemed a "Non-Contributing Party." Thereafter, the other Party ("Contributing Party") may select a remedy from among the following options, without prejudice to its other remedies at law:

- (a) The Contributing Party may withdraw its Capital Contribution(s).

- (b) The Contributing Party may advance the Capital Contribution that it is required to make plus the Capital Contribution that the Non-Contributing Party failed to make. Thereafter, for the purpose of distribution of Profits and JV Assets only, the Participation Percentage of the Parties shall be temporarily recalculated as of the date such additional Capital Contribution is made. In such temporary recalculation, the Profits, which would have otherwise been allocated to the Non-Contributing Party, shall be allocated to the Contributing Party until such time as the Profits so allocated equal the amount of the unpaid Capital Contribution(s) plus the interest carrying cost of such unpaid Capital Contribution. In addition, all distributions of JV Assets which would otherwise have been distributed to the Non-Contributing Party, shall be distributed to the Contributing Party until such distribution equals the amount of the unpaid Capital Contribution(s) plus the interest carrying cost of such unpaid Capital Contribution. Until such time as Contributing Party is compensated for its additional Capital Contribution in accordance with this subsection, all votes of the Board of Control shall be by a majority vote with votes cast in accordance with the temporarily recalculated Participation Percentages and the members of the Board of Control represented by the Non-Contributing Party need not be present in order to conduct Board of Control meetings. Notwithstanding the foregoing, the liability of the Non-Contributing Party shall remain the same as the Participation Percentage set forth in Article 4. The interest carrying cost shall be determined as three (3) percentage points above the publicly announced prime rate of interest charged at the time by Bank of America, but not more than the highest rate permitted by applicable law at the time the Contributing Party makes its Contribution plus the Non-Contributing Party's Capital Contribution.
- (c) The Contributing Party may advance the Capital Contribution that it is required to make plus the Capital Contribution that the Non-Contributing Party failed to make. Thereafter, for the purpose of distribution of Profits and JV Assets, the Participation Percentage of the Parties shall be permanently and irrevocable recalculated as of the date such Capital Contribution is made for the Non-Contributing Party. As a result of such recalculation, the Profits and distribution of JV Assets shall be paid to the Parties in the same proportion as the amount of Capital Contribution actually furnished by each Party. Thereafter, all votes of the Board of Control shall be by a majority vote with votes cast in accordance with the recalculated percentages and the members of the Board of Control represented by the Non-Contributing Party need not be present in order to conduct Board of Control meetings. Notwithstanding the foregoing, the liability of the Non-Contributing Party shall remain the same as the Participation percentage set forth in Article 4.
- (d) The Contributing Party may advance as a loan to the Non-Contributing Party the amount of the unpaid Capital Contribution(s) to be made by the Non-Contributing Party. Such loan shall bear interest at three (3) percentage points above the publicly announced prime rate of interest charged at the time by Bank of America, but not more than the highest rate permitted by applicable law. The Non-Contributing Party shall assign its interest in the Joint Venture and any rights to payment under this Agreement to the Contributing Party as security for such loan. Such loan shall be repaid from the first proceeds to be distributed thereafter to the Non-

Contributing Party, whether as reimbursement for Services or Profit. Such lien shall be subordinate to any other lien placed upon such partnership interest as approved by the Parties.

- (e) The Contributing Party may compel the Non-Contributing Party to make such additional Capital Contribution(s).
- (f) The Contributing Party may declare that the Non-Contributing Party is in material breach of this Agreement.

11.3 No Refunds. Except as otherwise expressly provided in this Agreement, none of the Parties will be entitled to withdraw or demand a refund or return of any Capital Contributions or any interest thereon.

## ARTICLE 12 - INDEMNIFICATION AND LIABILITY OF THE PARTIES

### 12.1 Allocation of Liability.

12.1.1 Any liability incurred by a Party or the JV arising out of the Contract or this Agreement shall be allocated between the Parties in accordance with Parties' Participation Percentages under Section 4.1, except as set forth below:

- (a) Liability or related losses to the extent covered by insurance carried by the JV (or by the Owner if the Contract provides for wrap-up insurance) shall not be apportioned between the Parties; provided, however, any deficiency therein shall first be allocated between the Parties in accordance with subsections (b) through (g) below, if applicable, otherwise in accordance with the Parties' Participation Percentages under Article 4.
- (b) In accordance with Article 13, liability or losses sustained by the Surviving Party or incurred by the JV as a result of a Default shall be assumed solely by the Defaulting Party.
- (c) Liability or related losses caused solely by a Party will be assumed by that Party. The supervision by the Project Manager shall not be construed as creating a shared liability unless the Project Manager had direct and active involvement in the matter which was the proximate cause of the liability.
- (d) Liability or related losses resulting from claims made by an employee of the Party, including but not limited to work related injuries or death, or in any way arising out of matters based on the employee-employer relationship, including without limitation the payment of unemployment taxes, withholding taxes, and employment benefits will be solely assumed by the Party by whom such person is employed.
- (e) Liability for bodily injury, death or property damage suffered by anyone other than the Parties or their employees shall be apportioned between the Parties based on their proportionate degrees of negligence, including the negligence of their respective employees.
- (f) Liability for economic losses suffered by the Owner, if recoverable, shall be

apportioned between the Parties based on their proportionate degrees of fault or negligence, including the fault or negligence of their respective employees.

(g) Liability or related losses arising out of the gross negligence or willful misconduct of a Party or a Party's employee shall be assumed by that Party.

12.1.2 With respect to the liabilities allocated in Subsections (a) through (g), the Party to whom such liability is allocated shall defend, indemnify and hold harmless the JV and the other Party from any and all such claims, losses or liabilities set forth in such subsections (including without limitation, those to a surety or letter of credit provider, costs, and attorneys' fees).

12.1.3 If a Party discharges liabilities or pays any related losses which are in excess of its Participation percentage, each other Party shall promptly reimburse such Party the amount of such losses paid and/or liabilities discharged thereby which are in excess of such Party's Participation Percentage so that each Party will then have paid its proportionate share of such losses and/or liabilities to the full extent of its Participation Percentage under Article 4.

12.1.4 If a Party discharges liabilities or pays any losses which have been allocated to another Party pursuant to subsections (a) through (g) above, the Party responsible for such liabilities and losses shall promptly reimburse each other Party the amount of such losses paid and/or liabilities discharged.

12.1.5 The indemnification obligations assumed under this Agreement are made in consideration of \$100 from each Party, which is to be paid as part of the compensation to which the Party is entitled under this Agreement, and which the Parties agree is adequate and sufficient.

12.2 Interim Allocation. If a dispute arises between the Parties as to the extent of liability and/or related losses each Party shall bear, each Party shall provisionally assume a share of such liability in proportion to its Participation Percentage under Article 4 until the dispute is resolved.

12.3 No Consequential Damages. Except for damages which are claimed by the Owner, sureties, subcontractors, subconsultants or third parties, in no event shall any Party be liable to any other Party for any incidental, indirect, special, consequential or punitive damages arising directly or indirectly under or in connection with this Agreement or performance of the Contract, irrespective of fault, negligence, strict liability, breach of contract or otherwise.

### ARTICLE 13 - DEFAULT

13.1 Defaulting Party. A "Default" shall occur under this Agreement and the Party who committed such Default shall be referred to as the "Defaulting Party" if such Party (i) files a petition in bankruptcy or for reorganization; (ii) files a certificate of dissolution by election, by an order of a court of competent jurisdiction or by operation of law; (iii) makes a general assignment for the benefit of creditors or becomes insolvent; or (iv) materially breaches any of its obligations hereunder and fails to cure such breach within a reasonable period of time after notice thereof. Material breaches include, but are not limited to, a Party's failure to provide competent and acceptable staff, failure to meet time constraints, failure to perform in accordance with generally accepted standards applicable to the work.

13.2 Impact of Default.

- 13.2.1 Upon the occurrence of a Default, the other Party referred to as the "Surviving Party" shall, upon notice or discovery thereof, do whatever is necessary to continue performing the Contract.
- 13.2.2 After the occurrence of a Default, the administrators, trustees or representatives of the Defaulting Party shall have no right to participate in the administration of the JV or to vote on the Board of Control or to receive any distribution of funds from the JV.
- 13.2.3 The Defaulting Party's share of Profits or JV revenue at the time of such Default shall be placed in a special account until the Joint Venture accounts are closed, from which there shall be deducted all additional expenses, if any, incurred by the Surviving Party as a result of such Default. The Surviving Party shall be solely entitled to all compensation arising from any Services performed after the date of such Default.
- 13.2.4 Notwithstanding anything to the contrary set forth in this Agreement, the Defaulting Party shall be liable for any losses sustained by the Surviving Party which are incurred by the JV as a result of such Default. The Defaulting Party shall continue to be liable for any losses or liabilities of the JV in accordance with the terms of this Agreement.
- 13.2.5 In the case of a Default, the Defaulting Party shall immediately turn over to the Surviving Party all plans, data, drawings, and all other documents and information relating to the Project which are in its possession or control.
- 13.2.6 Upon the occurrence of a Default, the Surviving Party may elect to terminate the JV; provided, however, that such termination shall not relieve the Defaulting Party of any liability or losses arising from the Default.

**ARTICLE 14 - DISPUTE RESOLUTION**

- 14.1 Board of Control. The Parties shall endeavor to avoid impasses arising out of or relating to the Contract or this Agreement and agree to approach issues with a spirit of compromise given the objectives of the JV and the relationship between the Parties. The Parties shall attempt in good faith to promptly resolve any controversy or dispute arising out of or relating to the Contract or this Agreement by negotiations between the members of the Board of Control.
- 14.2 Senior Executives. If the matter cannot be resolved by the members of the Board of Control, the dispute shall be referred to a Senior Executive of each Party who shall have authority to settle the dispute. Within ten (10) days of the dispute being referred to the Senior Executives, the Parties shall exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations which have taken place, and attaching relevant documents. The Senior Executives shall meet for negotiations within ten (10) days of the exchange of such memoranda at a mutually agreed time and place.
- 14.3 Mediation. If the dispute has not been resolved within thirty (30) days of the meeting of the Senior Executives, the Parties shall attempt in good faith to resolve the controversy or claim by non-binding mediation.
- 14.4 Failure to Resolve. If the dispute has not been resolved by the non-binding mediation procedure

within sixty (60) days of commencing mediation, any Party may initiate litigation, or the Parties may mutually agree to submit the dispute to binding arbitration.

- 14.5 Extension of Deadlines. All deadlines specified in this Article may be extended by mutual agreement of the Parties.
- 14.6 Exclusive Dispute Resolution. The procedures specified in this Article shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out or relating to the Contract or this Agreement; provided, however, that a Party may seek a preliminary injunction or other preliminary judicial relief if in its reasonable judgment such action is necessary to avoid irreparable damage. Despite such action, the Parties shall continue to participate in good faith with the procedures specified in this Article. In no event shall this Article expand or extend statutes of repose or limitation applicable to said disputes.
- 14.7 Owner Disputes. The provisions of this Article do not apply and are not controlling with respect to any disputes between the JV and the Owner. Resolution of such disputes shall be governed by the Contract.

#### ARTICLE 15 – CONFIDENTIALITY

- 15.1 Confidential Information Defined. “Confidential Information” shall mean the documents, drawings, data, and other information and items received from a Party which are designated in writing as confidential or proprietary; provided, however, that no document, drawing, data or other information or item will constitute Confidential Information irrespective of the designation if it (i) is or becomes in the public domain; (ii) was previously known to the other Party; (iii) was independently developed by the other Party; or (iv) comes into the other Party’s possession from another party owing no obligation of confidentiality.
- 15.2 Non-Disclosure. During the term of this Agreement and for two (2) years after termination hereof; each Party shall use Confidential Information received from the other Party only for the performance of the Contract and this Agreement and shall not disclose, transmit or make available to third parties (other than employees, Affiliates or subconsultants/subcontractors) such Confidential Information unless prior written authorization is obtained from the Party providing the Confidential Information. This non-disclosure obligation shall not extend to Confidential Information which is required to be disclosed pursuant to a legal proceeding, legislative process, or by law; provided that the Party whose disclosure is so required shall first give prompt written notice thereof to the Party who provided the Confidential Information.

#### ARTICLE 16 - MISCELLANEOUS PROVISIONS

- 16.1 Notices. All notices required to be given under any provision of this Agreement by either Party hereto shall be given by first class mail, addressed to the office of the Party named in this Agreement, as follow below:

ACCURATE Environmental Solutions, Inc  
14524 S. Ellis  
Dolton, Illinois 60419  
Attention: Keith Clough

GSG Consultants, Inc  
855 West Adams  
Suite 200  
Chicago, Illinois 60606  
Attention: Ala E Sassila

- 16.2 Amendment. This Agreement may be modified or amended in writing. Amendments will be initiated by the Parties or by the Board of Control and executed by an authorized officer of each Party.
- 16.3 Intellectual Property. This Agreement does not expressly or impliedly grant to any Party the ownership or the right to use the intellectual property owned or controlled by any other Party. All copyrights, design rights, patents, trademarks, trade secrets and other intellectual property rights which a Party owns or has prepared prior to the date hereof shall remain the property of such Party and no other Party shall have any rights with respect thereto. All intellectual property rights in all data prepared or developed by the JV shall be jointly owned by the Parties with each Party granting a non-exclusive, irrevocable, royalty-free license to all other Parties to use, copy or modify such data. All software, systems and know-how made available by one Party shall remain the property of such Party.
- 16.4 Review of Records. Each Party may review and copy records and documents of any other Party upon reasonable notice, provided such records and documents are relevant to the performance, compensation or other terms and conditions of the Contract or this Agreement.
- 16.5 Assignment of Interest. Except for a Party's Affiliates, neither Party shall sell, assign, transfer, mortgage, pledge or in any manner encumber its interest in the JV, or the Contract or in any other instrument, or obligation of the JV, or in any proceeds from the Contract without the approval of the Board of Control. Subject to the foregoing provisions, this Agreement shall inure to the benefit of, and be binding upon, the Parties, their successors, trustees, assigns, receivers and legal representatives.
- 16.6 Subcontracting. No portion of the Services to be performed under the Contract shall be assigned or subcontracted to any person, firm, or corporation (other than the Parties or their Affiliates), without the prior approval of the Board of Control. Purchase orders and subcontracts entered into by or on behalf of the JV for the procurement of goods or services shall, at a minimum, contain appropriate flow-down language reflecting the terms and conditions of the Contract and this Agreement.
- 16.7 Third Party Beneficiaries. Other than the benefits extended to the Affiliates of the Parties, nothing in this Agreement shall create, or be construed to create, any third party beneficiary rights in any person not a signatory to this Agreement. This Agreement has been made solely for the benefit of the Parties and their Affiliates and their respective successors and permitted assigns to the extent provided in this Agreement and no other party shall acquire or have any rights, express or implied, under or by virtue of this Agreement.
- 16.8 Exclusivity. During the term of this Agreement, no Party shall, without the approval of the Board of Control, seek to perform services in connection with the Project independently of the JV.
- 16.9 Publicity. The Board of Control shall establish a protocol with respect to public relations and media contacts related to the Project, this Agreement and the Contract. The Parties agree to comply, and to require their respective employees and subconsultants or subcontractors to comply, with such protocol. No Party shall issue any press releases or statements to the press or conduct media interviews in contravention of such protocol without the prior consent of the Board of Control.
- 16.10 Fair Operation of Contract. In entering into this Agreement, the Parties recognize that it is



impracticable to make provision for every contingency which may arise during the term of the JV. Therefore, the Parties shall interpret this Agreement based upon principles of fairness, and if, an infringement of these principles is anticipated or disclosed, then the Parties shall promptly consult together in good faith in an endeavor to agree upon such action as may be necessary to remove the cause(s) of such infringement.

- 16.11 Ethical Business Practices. Each Party agrees that it shall comply with all applicable laws. Each Party agrees that they have not made and will not make payments of anything of value either directly or indirectly to any person (whether a government official or private person) for the purpose of illegally or improperly assisting the JV. Each Party is committed to abiding by ethical business practices.
- 16.12 Pledging of Credit. No Party shall be entitled to borrow money on behalf of any other Party of the JV nor to use the credit of the other Party for any purpose. No Party shall be able to bind the other Party to any obligation without that Party's written consent.
- 16.13 No Waiver. A Party's failure to exercise its rights hereunder or to demand the obligations owed to such Party by the other Party shall not constitute a waiver thereof.
- 16.14 Further Assurances. Each Party agrees to undertake such further acts and to execute and deliver such additional instruments and documents as may be reasonably required in furtherance of the intent of this Agreement.
- 16.15 Priority. This Agreement represents the entire agreement between the Parties and supersedes all prior written and oral agreements between the Parties with respect to the subject matter hereof.
- 16.16 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions. If any provision of this Agreement is unenforceable for any reason, that provision shall be appropriately limited and given effect to the extent that it may be enforceable.
- 16.17 Governing Law. This Agreement will be construed in accordance with the laws of the State of Illinois.
- 16.18 Headings. All headings and captions in this Agreement are for convenience only and are not intended to define, limit, extend or describe the meaning or intent of any provision of this Agreement.
- 16.19 Counterparts. This Agreement may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which shall be deemed to be an original and all of which when taken together constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the authorized representatives of the Parties have executed this Agreement

the day and year first written above.

**ACCURATE ENVIRONMENTAL SOLUTIONS, INC**

**GSG CONSULTANTS, INC.**

By: Keith Couder

By: Shirley D

Title: President

Title: Vice President