



**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

**PROFESSIONAL SERVICES AGREEMENT**  
**ENVIRONMENTAL ENGINEERING SERVICES**  
**(PS2060B)**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**AMEC FOSTER WHEELER ENVIRONMENTAL & INFRASTRUCTURE, INC.**

**FOR**

**ENVIRONMENTAL ENGINEERING SERVICES (PS2060B)**

**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

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<b>ADDRESS:</b>	8745 W. Higgins Road, Suite 300 Chicago, IL 60631

**Mayor Rahm Emanuel**  
**Chairman**

Felicia S. Davis  
Executive Director

## TABLE OF CONTENTS

Execution Page .....	3
Schedule A – Terms and Conditions.....	5
Schedule B – Scope of Services .....	12
Schedule C – Compensation of the Consultant .....	18
Schedule D – Insurance Requirements .....	21
Schedule E – Key Personnel .....	24
Exhibit A – Legal Actions .....	91
Exhibit B – Disclosure Affidavit .....	93
Exhibit C – Disclosure of Retained Parties.....	102
Exhibit D – Special Conditions for the Utilization of MBE/WBE Firms.....	105



**EXECUTION PAGE**  
**ENVIRONMENTAL ENGINEERING SERVICES- PS2060B**

**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

Amec Foster Wheeler Environment & Infrastructure, Inc.

with offices at \_\_\_\_\_

8745 W. Higgins Road, Suite 300, Chicago, IL 60631 (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 ENGINEERING SERVICES - PS2060B**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

**ATTEST:**

Lori Ann Lypson Date: 8/24/16  
Secretary

Amec Foster Wheeler Environment & Infrastructure, Inc.

**CONSULTANT:**

[Signature] Date: 2/8/16  
President or Approved Signatory

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Jeff Druckman and \_\_\_\_\_  
on behalf of Consultant this 8 day of Feb, 2016.

Jessica Harding  
Notary Public

My Commission expires: 5/28/19  
(SEAL OF NOTARY)



**Approved as to form and legality:**

Anne L. Zredd Date: 8-23-16  
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 signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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## **SCHEDULE B**

### **SCOPE OF SERVICES**

The Public Building Commission of Chicago requires the services of environmental consulting firms or teams to perform the following environmental work for the PBC – Categories A: Planning Phase Environmental Services, B: Design Phase Environmental Services, and C: Construction Phase Environmental services

- A. Planning Phase Environmental Services, including but not limited to:
  - 1. Phase I Environmental Site Assessments (ESAs)
  - 2. Phase II ESAs:
  - 3. Geophysical Surveys
    - a. Electromagnetic Surveys
    - b. Ground Penetrating Radar Surveys
  - 4. Test Pit Excavation and Site Restoration
  - 5. Environmental Grant Applications
  - 6. Environmental Remediation Budget Preparation
- B. Environmental Design Phase Services, including but not limited to:
  - 1. Phase II Environmental Assessments and Report Preparation
    - a. Soil Borings and analytical
    - b. Soil Sampling (Grab sampling and hand auger)
    - c. Additional Geophysical Surveys or Test Pitting Activities
  - 2. IEPA Site Remediation Program Enrollment, Site Investigations and Reporting
  - 3. Environmental Project Management during Project Design
  - 4. Bid Package Generation
    - a. Preparation of Drawings and Specifications
    - b. Design Meeting Participation
    - c. Bid Meeting Participation
    - d. Meeting Minutes
    - e. Bid Package Coordination
  - 5. Environmental Grant Administration
- C. Construction Phase Oversight Services, including but not limited to:
  - 1. Contract Administration
  - 2. Environmental Submittal Approvals
  - 3. Remediation and Soil Management Oversight
  - 4. Underground Storage Tank Management
  - 5. Field Meetings Related to Environmental Matters
  - 6. Soil Management and Remediation Report Generation
  - 7. IEPA Site Remediation Program Management
  - 8. Environmental Engineering and Remediation Tasks as requested by the PBC

#### *General Detailed Scope of Services – Environmental Consulting Services*

The Environmental Consultant (the "Consultant") will provide, on a Task Order basis, all Services required to complete Planning, Design and Construction Phase Environmental Services. The Consultant would enter into a Task Order with the PBC for services requested in a Request for Proposal issued by the PBC. The Consultant's Task Order would be executed in a Not to Exceed format, on a project by project basis. These services would be in connection with various public / capital projects the PBC manages. The Consultant must demonstrate the experience and capacity to conduct the following Scope of Services.

#### *Category A. Planning Phase Environmental Services*

- 1. Phase I Environmental Site Assessments (ESAs): Conduct Phase I Environmental Site

Assessments in accordance with the ASTM E 1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The federal rule recognizes the ASTM E 1527-13 standard as an acceptable guidance document for satisfying the "All Appropriate Inquires" (AAI).

2. Geophysical Surveys: Conduct geophysical survey using electromagnetic and/or ground penetrating radar and reports to explore and evaluate sites for the possible presence of former underground storage tanks, foundations or other subsurface structures.

3. Test Pit Excavation and Site Restoration: Conduct test-pit excavations using excavation equipment in locations of unexplained anomalies based on the results of the geophysical survey that may indicate the presence of underground storage tanks, foundations or other subsurface structures. Site Restoration services would include the backfilling test pit with moderate compaction effort and the restoration of sod, asphalt, concrete or other surface required to be repaired by the PBC.

4. Environmental Grant Applications: Prepare local, state or federal grant applications on behalf of the PBC for environmental funding to support PBC projects.

5. Environmental Budgets Preparation: Use information from Phase I ESA, Phase II ESA, and geophysical survey, and test pits as well as schematic designs to prepare preliminary budgets for environmental remediation.

#### *Category B. Environmental Design Phase Environmental Services*

1.a. and 1.b. Phase II Environmental Site Assessments: Conduct Phase II Environmental Site Assessments in accordance with ASTM E1903-11 *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process* to assess if soil and/or groundwater conditions have been adversely impacted. The data would be compared to 35 Ill. Adm. Code 742 Tiered Approach to Corrective Action Objectives (TACO).

1.c. See A.2. and A.3.

2. IEPA Site Remediation Program (SRP) Investigations and Reporting: Enrollment of PBC sites into the IEPA SRP on an as needed basis. The Consultant must be able to conduct the necessary work to secure a No Further Remediation (NFR) letter, which could include, but not limited to the following scope:

- a. Completion and submittal of the SRP DRM-1 and DRM-2 Forms to the IEPA on behalf of the PBC.
- b. Under the supervision of an Illinois Licensed Professional Engineer, preparation of a Focused or Comprehensive Site Investigation Report (F/CSIR) in accordance with 35 Ill. Adm. Code 740 that include creating environmental sampling work plans and conducting site investigations inclusive of sampling, analyses and field screening measurements to characterize the nature, concentration and extent of contaminants of concern based on Recognized Environmental Conditions (RECs) identified in the Phase I Environmental Site Assessment.
- c. Provide senior level technical review of reports for technical accuracy and completeness.
- d. Under the supervision of an Illinois licensed Professional Engineer, preparation of Remediation Objectives Report/Remedial Action Plan (ROR/RAP) in accordance with 35 Ill. Adm. Code 740 and 742. The RO



Report would detail the proposed remediation objectives for the remediation site. The RAP would describe the proposed remediation strategy and evaluate its ability and effectiveness to achieve the remediation objectives proposed for the remediation site.

- e. Provide senior level technical review of the ROR/RAP for technical accuracy and completeness.
- f. Generate detailed remediation plans for required IEPA submittals and as construction documents.
- g. Respond to IEPA comments to submitted documents as appropriate.
- h. Pay IEPA SRP Fees on behalf of PBC. These costs are reimbursed through subsequent Consultants invoices to PBC.
- i. Prepare the Remedial Action Completion Report (RACR). The RAC Report would document the completed remedial action and would demonstrate compliance with IEPA approved remediation objectives.
- j. Provide senior level technical review of the RACR for technical accuracy and completeness.
- k. Coordinate with IEPA to obtain a final No Further Remediation letter on behalf of the PBC. Assist the PBC in appropriately recording the No Further Remediation Letter.

3. Environmental Project Management during Project Design: The Consultant would work with the PBC PM and assigned consultants throughout the design of the proposed building and site to ensure that all design documents provide scope in accordance with applicable local, state and federal regulations.

The Consultant would provide a key point of contact to coordinate all environmental design work for each PBC project. The Consultant's point of contact would review and comprehend existing Phase I and Phase II Environmental Site Assessments, surveys and previous work performed, and would be able to provide a detailed understanding of current environmental site conditions to PBC PMs and PBC assigned consultants (i.e. Architectural Firm and project team.) This individual would also provide detailed summaries of existing environmental conditions of PBC or client owned properties. These properties undergo transformation from their existing site conditions to newly constructed public facilities with adjoining features, including parking lots, green space, fountains, plazas, sidewalks, playgrounds, etc.

#### 4. Bid Package Generation

- a. Preparation of Drawings and Specifications: The Consultant would work closely with PBC Design PM's and assigned consultants to identify environmental site conditions, incorporate cost effective site remediation strategies as part of the design (if necessary), develop soil management, and/or disposal strategies that comply with current regulations. The Consultant would need to be able to ensure that the earthwork/soil management plans and specifications provide a clear line of



responsibility and work procedures for both the Site Preparation and Building Construction Phases. The Consultant would also prepare or modify existing project specifications related to soil and water management that clearly identify the future site preparation and construction contractor obligations. These specifications should also ensure that the Contractor's environmental scope of work complies with the local, state and federal regulations and that their performances of such activities are a measure for payment.

The Consultant would ensure that the earthwork and soil management specifications and plans anticipate potential challenges such as discovery of footings, foundations, slabs, concrete, mixed fill, underground storage tanks, hydraulic lifts, etc., in order to minimize delays during construction. Using this information and the future design elements on the site, prepare complete earthwork/soil management documents/drawings for the work including Site Preparation and the Building Construction. These drawings would be generated using the PBC's Environmental Design Guidelines. Typically the Consultant creates five total drafts of the environmental drawings for the purposes of this proposal (Site Preparation - 100%; Construction Documents – Design Deliverables, 60%, 90% and Bid Set).

For projects in the IEPA SRP, the Consultant would provide cost effective and green remediation options for site remediation and the installation of engineered barriers that are realistic and incorporate designs concurrent with IEPA cleanup objectives. These services would be performed in accordance with Title 35 Ill. Adm. Code 740 and 742.

The Consultant would use PBC template specifications to modify for each project which include the management of uncontaminated material or contaminated soil on and off the site, controlling and managing storm and groundwater, dust control, underground storage tank removal, ect.

b. Design Meeting Participation: The Consultant would attend meetings as directed by the PBC and discuss environmental matters relative to the project. These meetings typically include but are not limited to:

- i. Environmental Design Kick-Off Meeting
- ii. Bi-Weekly Design Meetings
- iii. Design Phase Utility Coordination Site Visit
- iv. Design Milestone Meetings (60%, 90% and 100% set)
- v. Design to Construction Meeting

c. Bid Meeting Participation: The Consultant would attend meetings relative to providing environmental design information throughout the bidding process including:

- i. Pre-Bid
- ii. Technical Review

iii. Construction Pre-Installation Meeting

d. Meeting Minutes: The Consultant would prepare meeting minutes for all environmental related meetings and provide the meeting minutes in a draft copy for PBC review and comment.

e. Bid Package Coordination: The Consultant would coordinate the development of all environmental bid documents with the Architect of Record and their project team including but not limited to the landscape, geotechnical, structural and civil engineering professionals (the PBC has template specifications that can be modified for this task.) The Consultant reviews all specifications generated by the AOR team related to backfill, earthwork, utilities, and landscaping for language continuity among all specification sets especially where the language relates to dealing with areas having environmental conditions or special soil management requirements).

5. Environmental Grant Administration: The Consultant would provide grant administration services, at the direction of the PBC, including, but not limited to:

- a. Preparing grant applications
- b. Generating environmental estimates as requested
- c. Preparing grant reporting as required by the specific grant type
- d. Meeting preparation and presentations to grant administrators
- e. Preparing presentations for public meetings as well as community relations plans
- f. Seeking out information requested and filling forms required by the grant

*Category C. Construction Phase Environmental Oversight Services*

1. Contract Administration: The Consultant would provide contract administration activities to ensure all environmental site work is performed in accordance with the project design and specifications as well as in accordance with local, state and federal environmental regulations.
2. Environmental Submittal Approvals: The Consultant would provide review, comment and approval on Contractor submittals related to environmental remediation work. The Consultant would be expected to review submittals related to the management of soil, storm and groundwater on and off site; soil stockpiling; dust suppression, ect. The Consultant would review and collect copies all trucking manifests concerning disposal of all materials and imported material documentation for compliance with project specifications.
3. Remediation and Soil Management Oversight: The Consultant would provide daily, weekly or as required environmental oversight throughout environmental remediation and soil management activities including, but not limited to the excavation of contaminated soil and backfilling of materials (i.e. clay, topsoil, clean stone, etc.). Compile all load tickets, gate receipts, waste manifests, disposal records, analytical data, permits, field logs, photographs, and survey information from Contractor for inclusion in the final reporting and for PBC and client as directed.

4. Underground Storage Tank Management: The Consultant would provide Underground Storage Tank Management Services to assist the Contractors to remove underground storage tanks from PBC sites. The Consultant would assist with permitting, generating correspondence, providing analytical and reporting as required by the IEPA and Office of the State Fire Marshall.
5. Field Meetings Related to Environmental Matters: The Consultant would attend project coordination and weekly meetings at PBC or on the project site as required.
6. Soil Management and Environmental Remediation Report Generation: The Consultant would prepare weekly and bi-weekly environmental reports as well as a final soil management and remediation report as required by the PBC. The Consultant would provide a written summary of field activities, summary of any survey or other field measurements as well as photo-documentation of all soil related activities. Soil related activities include but are not limited to: uncontaminated soil reuse, uncontaminated soil disposal, contaminated soil disposal, imported fill material backfill and landscape installation, and engineered barrier placement.
7. IEPA Site Remediation Program Management: The Consultant would also provide the appropriate reports if the site is enrolled in the IEPA SRP. Reports should document daily, weekly or as required, trucks importing and exporting soil/fill materials to/from the site as well as installation of all engineered barriers. The Consultant would provide a written summary of field activities, summary of any survey or other field measurements as well as photo-documentation of all related activities for remediation and installation of engineered barriers.
8. Environmental Engineering and Remediation Tasks as requested by the PBC: The Consultant would perform environmental engineering tasks as requested by the PBC including but not limited to: environmental technical review; soil remediation; underground storage tank removal; public speaking; etc.

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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**  
**ENVIRONMENTAL ENGINEERING SERVICES - PS2060B**

Complete the following Hourly Rate table and provide various hourly rates for the staff who will work on Category A, B and C type projects. The hourly rate shall include typical overhead (except the Reimbursable Expenses) 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.

Job Title		Unit	Hourly Rates
<b>Phase I and II Environmental Assessments/Design and Construction Management</b>			
A	Principal	Per hour	\$ 150.00
B	Environmental Engineer P.E.	Per hour	\$ 150.00
C	Environmental Engineer	Per hour	\$ 85.00
D	Geologist/Hydrologist	Per hour	\$ 85.00
E	Certified Industrial Hygienist	Per hour	\$ 150.00
F	Environmental Scientist	Per hour	\$ 75.00
G	Building Inspector (Hazardous Waste)	Per hour	\$ 75.00
H	Chemist	Per hour	\$ 85.00
I	Environmental Communications Specialist	Per hour	\$ 100.00
J	Project Manager	Per hour	\$ 110.00
K	Senior Project Manager	Per hour	\$ 140.00
L	Environmental Technician	Per hour	\$ 75.00
M	Clerical/Administrative Staff	Per hour	\$ 50.00
N	Drafting Technician	Per hour	\$ 65.00
O	Civil Engineer	Per hour	\$ 110.00
P	Insert Other Title Here	Per hour	\$ -
Q	Insert Other Title Here	Per hour	\$ -
<b>Environmental Design Services</b>			
A	Environmental Engineer P.E.	Per hour	\$ 150.00
B	CAD Specialist	Per hour	\$ 75.00
C	Drafting Technician	Per hour	\$ 65.00
D	Clerical/Administrative Staff	Per hour	\$ 50.00
E	Engineer	Per hour	\$ 85.00
F	Project Manager	Per hour	\$ 110.00
G	Sr. Project Manager	Per hour	\$ 140.00



## **SCHEDULE D INSURANCE REQUIREMENTS**

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 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 must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

If tank removal or excavation is to be performed, the contractor must include the following additional coverage: All premises and operations, products/completed operations (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability.

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.

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 any professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. 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, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

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

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

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

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

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

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

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago and the User Agency and Owners, and others as may be required by PBC, 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 subconsultants performing work in the area are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Evidence of this endorsement must be submitted with the Certificate of Insurance required below.

#### **D.2. ADDITIONAL REQUIREMENTS**

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



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

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

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago and the User Agency and Owner, their respective Board members, employees, elected and appointed officials, and representatives and the property owner.

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)  
02/08/2016

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).

PRODUCER Construction Risk Partners, LLC  Campus View Plaza 1250 Route 28, Suite 201 Branchburg, NJ 08876	1-908-566-1010	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Amec Foster Wheeler Environment & Infrastructure, Inc.  8745 West Higgins Road, Suite 300 Chicago, IL 60631		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACE AMER INS CO	NAIC # 22667
		INSURER B: ZURICH AMER INS CO	16535
		INSURER C: ACE PROP & CAS INS CO	20699
		INSURER D: AMERICAN ZURICH INS CO	40142
		INSURER E: AIG SPECIALTY INS CO	26883
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 46041378

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			G24556347	05/01/15	05/01/16	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			BAP 9483148-04	05/01/15	05/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10,000			XOO G27240665	05/01/15	05/01/16	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY D ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3504866-14 WC 3867133-08	05/01/15 05/01/15	05/01/16 05/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution			CPL 12456119	05/01/15	05/01/16	Each Loss/Agg Limit \$ 5,000,000
B	Architects & Engineers Prof.			IPR 1008375-00	05/01/15	05/01/16	Any One Claim/Agg \$ 5,000,000

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

Re: Indefinite Delivery Contract, Contract #: PS2061B, Project Start Date: Jan 1, 2016, Project End Date: Dec 31, 2018  
The Public Building Commission of Chicago, the City of Chicago, the User Agency and Owners are additional insured on the General Liability, Automobile Liability, Umbrella Liability and Pollution Liability policies as required by written contract. Coverage is primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract and allowed by law. 30 days notice of cancellation applies per policy provisions.

## CERTIFICATE HOLDER

## CANCELLATION

Public Building Commission of Chicago  Attn: Raven Devaughn 50 West Washington Street, Suite 200  Chicago, IL 60602  USA	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  <i>William R. Harrison</i>
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Factory Mutual Insurance Company  
301 Merritt 7  
3rd Floor  
P.O. Box 5414  
Norwalk, Connecticut  
06856-5414  
United States of America  
Tel: (1) 203 849-0010  
Fax: (1) 203 845-7675

## CERTIFICATE OF INSURANCE

This document is issued as a matter of information only and confers no rights upon the document holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

<b>Policy No.:</b>	1002194	<b>Policy Term</b>	
<b>Account No.:</b>	1-84847	<b>Effective Date:</b>	01 May 2015
<b>NAMED INSURED:</b>		<b>Expiration Date:</b>	01 May 2016

Amec Foster Wheeler Environment & Infrastructure, Inc.

### DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

<b>Location No.:</b>	<b>INDEX No.:</b>
USD5	

8745 West Higgins Road  
Chicago, Illinois 60631-2704, USA

**COVERAGE IN FORCE:** (subject to limits of liability, deductibles and conditions in the Policy)

<b>Insurance Provided:</b>	<b>Peril:</b>	<b>Limit Of Liability:</b>
Property Damage	All Risk	USD 5,000,000

### ADDITIONAL INTERESTS:

Additional interests as detailed below are covered in accordance with Certificates of Insurance issued to such interests and on file with this Company. Loss, if any, shall be payable to such additional interests, as their interests may appear, and in accordance with loss payment provisions of the Policy.

### CERTIFICATE TERM:

**Effective:** 01 January 2016  
**Expires:** 01 May 2016

### INTEREST TYPE:

Loss Payee in accordance with the Additional Interest clause stated above.

Public Building Commission of Chicago  
50 West Washington Street  
Suite 200  
Chicago, Illinois 60602, USA

Contract # PS2060B


All Risk of Physical Loss or Damage applies on a Repair or Replacement value basis subject to the policy Terms and Conditions.

Re: Valuable Papers Insurance

Project Description: Indefinite delivery contract for environmental assessment and engineering services  
Estimated Contract Price \$1,500,000

Certificate No: 00354-001

Public Building Commission of Chicago  
ATTN: Raven Devaughn  
50 West Washington Street  
Suite 200  
Chicago, Illinois 60602, USA

  
Authorized Signature / Issue Date  
Peter Prowe / 05 February 2016

For questions, contact: Emma Stevenson

**COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by Insured Contract executed prior to a loss	All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Insurance Program for which the named insured is an enrolled participant.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



**COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by Insured Contract executed prior to a loss	All work conducted by AMEC USA Holdings, Inc. except for work conducted at or from any OCIP, CCIP or Joint Venture Project Specific Insurance Program for which the named insured is an enrolled participant.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured

will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
BAP 9483148-04	05/01/15	05/01/16	05/01/15		N/A	N/A

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP code):**

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form  
Truckers Coverage Form  
Garage Coverage Form  
Motor Carrier Coverage Form**

**SCHEDULE**

**Name of Person or Organization:**

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO  
WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_



**COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Person Or Organization:**

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of  
Rights Of Recovery Against Others To Us of  
Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

Schedule

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

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

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

Endorsement Effective 05/01/15

Policy No. WC3504866-14

Endorsement No.

Insured AMEC USA HOLDINGS, INC.

Premium \$

Insurance Company American Zurich Insurance Company

Countersigned By \_\_\_\_\_

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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**





Amec Foster Wheeler  
Environment &  
Infrastructure, Inc.

## Key Personnel Resumes and Licenses

- ▶ Cabrera, Craig
- ▶ Dappas, Tony PG
- ▶ Dixon, Terry, PG
- ▶ Pletz, Rich, PG
- ▶ Hastings, Andy
- ▶ Hill, Ryan
- ▶ Jank, Mary, PG
- ▶ Mazur, John, CIH
- ▶ Smith, Kip, PE
- ▶ Tully, David, PE
- ▶ Walkowiak, Eric, PE

### EAI – Environmental Analysis

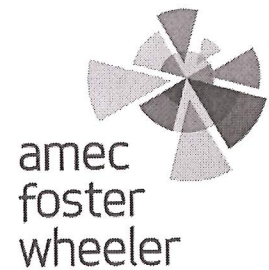
- ▶ Jesus Delgado
- ▶ Ian Jarrett

### Yung Environmental, Inc. (MBE/WBE)

- ▶ Consalvi, Salvatore
- ▶ Yung Carmen

## Craig T. Cabrera

### Senior Scientist



#### Core skills

Project Management, Phase I ESA, Phase II ESA, Soil and Groundwater Investigation and Remediation, Solid Waste Management, UST Removal and Remediation

#### Professional summary

Craig Cabrera is a Principal Scientist with 25 years of professional experience as an environmental consultant serving in a variety of technical and managerial roles for commercial and industrial clients. Craig has managed a wide variety of projects that include: soil and groundwater investigations and remediation; removal and remediation of underground storage tank systems, hydraulic lift systems and oil/water separator systems; Phase I Environmental Site Assessments and Phase II Environmental Site Assessments for due diligence purposes in support of property transfers, mergers, and acquisitions.

#### Representative projects

##### Categories A, B, & C

**Environmental Services, Nationwide Service Facilities, Confidential Client, Nationwide, US. Program Manager.** Provided project management on a nationwide basis for environmental services at over 200 facilities since 1995. Environmental services included: Phase I Environmental Site Assessments; Phase II Environmental Site Assessments; removal and remediation of automotive and elevator hydraulic lift systems; removal and remediation of underground storage tanks and oil/water separators; soil and groundwater investigations and remediation; and technical environmental consultation. Acted as the Program Manager for all local Amec Foster Wheeler offices providing specifications development, cost estimates, contractor bid analysis and selection, project direction, technical guidance, report review, administrative functions, and serving as the prime point-of contact with the Program Director and supporting staff.

**Harbor Belt Railroad Property, PCS Sales (USA), Inc., Hammond, Indiana. Project Coordinator.** Phase I Environmental Site Assessment of Indiana Harbor Belt (IHB) Railroad Property in Hammond, Indiana. The property is currently owned by Conrail and occupied by IHB. The IHB Railroad Property comprises approximately 93 acres south of Michigan Street between Columbia Avenue and Kennedy Boulevard in Hammond, Indiana. Based on the recommendations of the Phase I ESA, an invasive Phase II Environmental Site Assessment was conducted of the site. The scope of work included: completion of soil borings; installation of temporary groundwater monitoring wells; gauging water levels; purging the temporary wells prior to sampling; and collecting soil, groundwater and surface water samples for laboratory analysis. Subsequent remediation included the removal of two underground storage tanks, and associated impacted soils. Responsible for work plan development, budgeting, field work coordination, and report development and review.

#### Education

Bachelor of Science, Biological Sciences, University of Illinois, Champaign, Illinois, 1989

#### Certifications and training

OSHA Hazardous Waste Site Supervisor (29CFR 1910.120)

OSHA Hazardous Waste Site Worker Training (29 CFR 1910.120)

First Aid / CPR Certified

#### Experience

Amec Foster Wheeler: 1990 (Year started)

Industry: 1990 (Year started)



Continued.

#### Categories A & B

**Phase I and Phase II ESAs, Centrella Street and Belmont Avenue Locations, Ridge Property Trust, Franklin Park, Illinois. Project Manager.** Managed Phase I ESAs and Phase II ESAs for two properties formerly used for grocery store product distribution and considered for acquisition by client. Subsurface investigation included soil boring and monitoring well installation and sampling for soil and groundwater impacts associated with former USTs, petroleum and chemical storage, underground hydraulic components, and potential offsite concerns. Responsible for developing scope of work, cost estimates, coordinating field work, report production and review, and client liaison.

**Underground Storage Tank Site Classification, Unimast, Inc., Franklin Park, Illinois. Project Manager.** Prepared site classification work plan and budget and provided direction and oversight for the subsurface investigation efforts. Completed a report in accordance with IEPA reporting requirements and completed reimbursement submittal package for reimbursement from the IEPA LUST Program.

#### Category B

**Environmental Services, Danville Works Plant, CONFIDENTIAL CLIENT, Danville, Illinois. Project Coordinator.** Coordinated Phase I ESA, subsurface investigations, groundwater monitoring, and UST removal and remediation at an 86-acre industrial manufacturing complex with multiple buildings (main plant and support facilities), onsite aboveground tanks, railroad spurs and capped waste ponds. Investigative activities completed to determine vertical / lateral extent of impacts detected in soil and groundwater. Investigation evaluated eight onsite solid waste management units (SVMUs) to determine necessary steps to meet U.S. EPA and state EPA cleanup goals. Responsible for developing scope of work, cost estimates, coordinating field work, and developing reports.

#### Categories B & C

**Environmental Services, Loparex Plant, UPM Kymmene Corporation, Iowa City, Iowa. Project Manager.** Coordinated Phase I ESA, subsurface investigations, and groundwater monitoring, at a 15-acre paper coating manufacturing facility. Investigative activities completed to determine vertical / lateral extent of impacts detected in soil and groundwater. Evaluation included the completion of a Risk Evaluation and Response Action Plan submitted to the Contaminated Sites Section of the Iowa Department of Natural Resources (IDNR) Land Recycling Program (LRP) with the intent to receive a No Further Action designation for the property. Responsible for managing environmental services, coordinating field work and scheduling, and preparing project budgets.

**Underground Storage Tank Removal, Confidential Client, Woodstock, Illinois. Project Manager.** Developed work plan and provided management and oversight for the removal of five gasoline and heating oil USTs. Coordinated soil remediation activities that included the removal and disposal of 1,425 cubic yards of soil. Prepared a closure report for the site and obtained a "No Further Action" status.

**Underground Storage Tank Removal, Confidential Client, Wheaton, Illinois. Project Manager.** Developed work plan and provided oversight for the removal of one-10,000 gallon fuel oil UST from an active commercial facility. Coordinated removal efforts with a no release status and completed a closure report for the site.

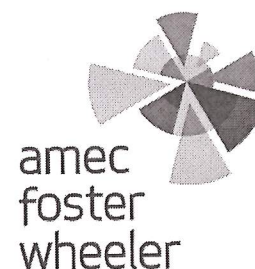
#### Category C

**Remedial Design and Implementation, Avaya, Inc., Montgomery, Illinois. Project Manager.** Environmental services to assist Avaya with compliance with the Illinois Environmental Protection Agency Resource Conservation and Recovery Act (RCRA) Remedial Action Plan Permit (RAPP) for Post-Closure Care for this site. Environmental Services include, quarterly groundwater monitoring, and maintenance on asphalt cap that serves as an engineered barrier over the RCRA Corrective Action Management Unit (CAMU). Responsible for managing environmental services, coordinating field work and scheduling, and preparing project budgets to control costs.



## Tony Dappas, PG

### Senior Project Manager



#### Core skills

Phase I and II ESA, Remediation, Project Management, Petroleum Remediation, Site Investigation, Asbestos

#### Professional summary

Mr. Dappas has 30 years of multidisciplinary environmental experience, including due diligence for acquisition and divestiture, CERCLA remedial investigations/feasibility studies, RCRA corrective action and groundwater monitoring programs, Brownfield redevelopment, site assessment and environmental liability evaluation, environmental management, and impact assessment. Mr. Dappas has prepared and implemented numerous work plans and field investigations for TSCA, RCRA, and CERCLA projects; soil and groundwater remediation projects; and PCB remediation projects. Mr. Dappas has asbestos project management and quality assurance (QA) experience for projects involving state and local municipalities and industrial/commercial clients.

#### Representative projects

##### Categories A & B

**Due Diligence Project, General Electric Consumer & Industrial Cicero West Plant, Cicero, Illinois. Project Manager.** Phase I, II, and III of former manufacturing plant. Sewers were assessed, flushed, and capped and sample results compared to Illinois Tiered Approach to Corrective Action Objectives. Remedial strategies were developed in preparation for entering the site into the Illinois Environmental Protection Agency Site Remediation Program.

##### Categories B & C

**PCB Soil and Groundwater Remediation – Gilberts, IL 2006-2007. Prior Firm Experience, \$2.2M.** Prepared numerous plans for remediation of 42,000 tons (approx. 25,000 cubic yards) of soil impacted with PCBs at a farm in Gilberts, Illinois, that illegally accepted paint waste and electrical transformer oil. 5,000 tons of the material was also classified as TSCA waste due to concentrations of PCBs exceeding the 50 ppm threshold. Upon approval by U.S. EPA Region V, using standard dig and haul techniques, the impacted soil classified as a special waste was transferred to a special waste landfill in northern Illinois. The TSCA soil was transferred to a landfill in Michigan. The total project cost of \$2.2 million also included the treatment of 30,000 gallons of groundwater impacted by PCBs. The site was entered into the IEPA Site Remediation Program and received a no further remediation letter within 3 months of completion of remediation.

**Soldier Field Renovation Project – Chicago, Illinois. Prior Firm Experience, \$760,000.** The environmental program manager for the reconstruction of Soldier Field, innovative remedial technologies were utilized during the 2002-2003 renovation of Soldier Field. In particular, petroleum-impacted soils on-site were reused by treating the soil utilizing low temperature thermal desorption (rotary kiln type), risk assessment, and reclassification of wastes. By treating and reusing approximately 100,000 cubic yards of petroleum-impacted soils during the construction phase, the Chicago Bears saved over \$10 million by not landfilling the impacted material.

#### Education

B.S., Geology, Eastern Illinois University, Charleston, IL, 1985

#### Professional qualifications/registration(s)

Professional Geologist, IL (196000887), 1998

Professional Geologist, WI (590-13), 1998

#### Certifications and training

40-Hour OSHA Hazardous Materials Worker Trained

AMTRAK, NS, and CSX Railway Worker Safety Trained

e-RailSafe Certification

CPR and First Aid Certified

#### Experience

Amec Foster Wheeler: 2007 (Year started)

Industry: 1985 (Year started)

#### Memberships/affiliations

Association of Engineering Geologists



Continued.

### Category B

**In-Situ Chemical Injection and Bio-Remediation, Dow Chemical, Kankakee, Illinois. 2011-present. \$700,000.** Developed feasibility studies, remedial action plans and implemented a soil and groundwater remediation system for a former Dow Chemical site located in Kankakee, Illinois. The site is impacted by chlorinated solvents and petroleum hydrocarbons and other priority pollutants. In addition to conventional pump and treatment remediation methods, Mr. Dappas has applied cost-effective in-situ remedial technologies including air sparging, enhanced bioremediation, and monitored natural attenuation. Mr. Dappas has utilized groundwater models to characterize aquifer conditions, and determine the fate and transport of contaminants of concern. He has also been responsible for system performance evaluations, and regulatory compliance monitoring and reporting under IEPA Part 740 (Site Remediation Program) and Part 742 (Tiered Approach to Correction Action).

### Category C

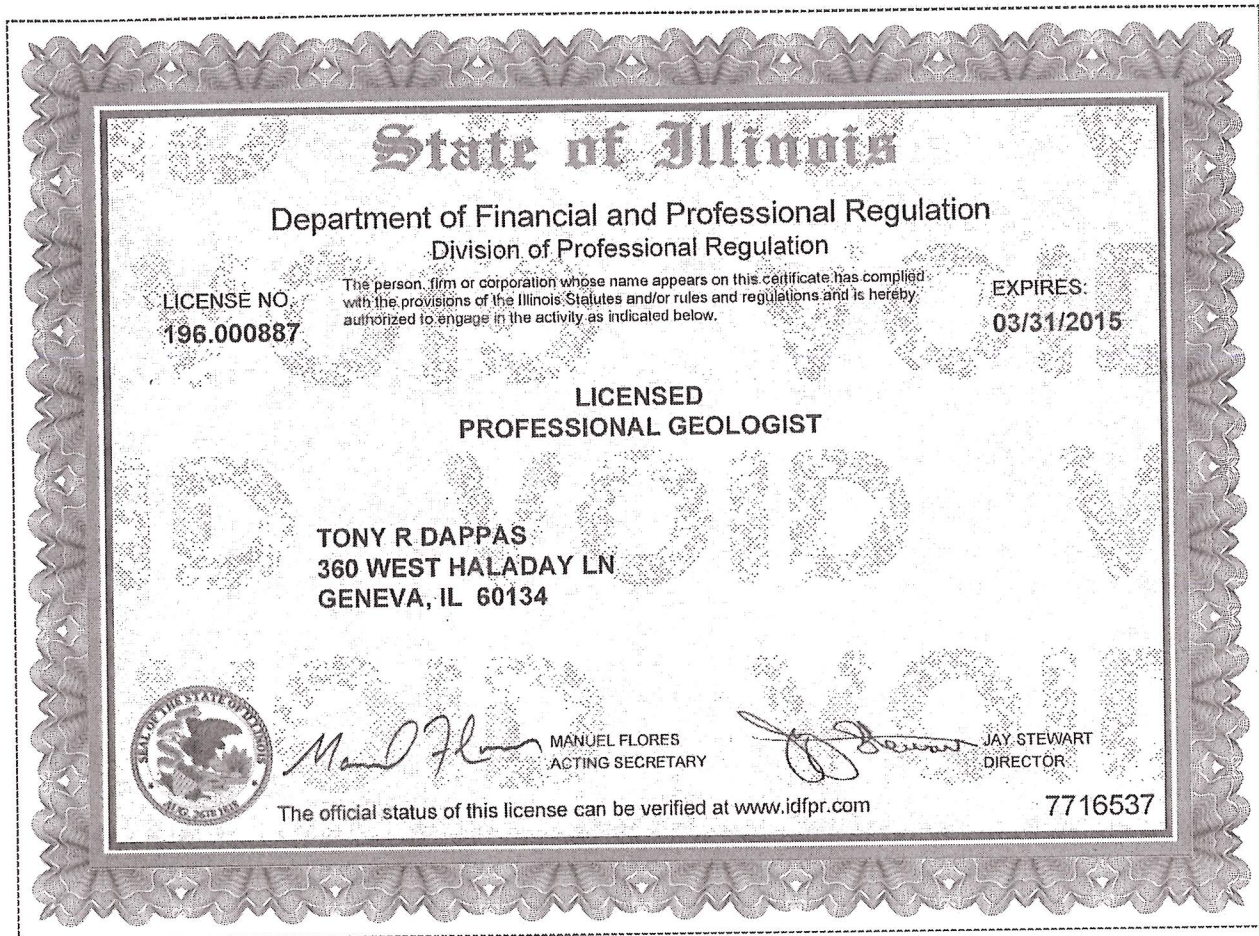
**Interior Building Demolition: General Electric, Cicero, Illinois. 2012. \$600,000.** **Project manager** for the interior demolition of the former Hotpoint appliance plant located in Cicero, Illinois. The 800,000 square-foot facility formerly operated as an appliance manufacturing site and operated between 1930 to 2008. Amec Foster Wheeler performed a building-wide facility characterization to identify universal waste and other potentially hazardous and/or regulated materials. During the period of July 2012 through December 2012, Mr Dappas managed, implemented and conducted interior environmental removals/demolition at the GE facility with a demolition contractor selected through a competitive bidding process. The project included removal of universal waste from the interior of the building, non-structural demolition activities, and transportation and disposal of universal and TSCA waste. The materials removed as part of the universal waste included: mercury and halogen vapor lights, non-PCB and PCB ballasts, transformers and transformer fluids, miscellaneous fluids (hydraulic fluids, oily water), and CFC-containing equipment (refrigerators, water coolers, etc). Upon placement in appropriate shipping containers, the waste was transported under various manifests and properly disposed at pre-approved landfills and other disposal facilities.

**Capital Development Board, Pullman Factory Historic Site, Chicago, Illinois -** Project engineer responsible for performance of asbestos consulting activities for the selective demolition, asbestos abatement and cleanup to allow stabilization of the historic Pullman Factory following a devastating fire at the site. Responsibilities included the collection of asbestos bulk samples, preparation of asbestos design documents, project administration, consultation with Illinois Historic Preservation Agency (IHPA) and Illinois Environmental Protection Agency (IEPA) personnel to establish the scope of abatement/demolition activities and the supervision of technical staff performing project oversight and monitoring. As senior technical professional (STP) was responsible for final technical review of final abatement reports.

### Publications and presentations

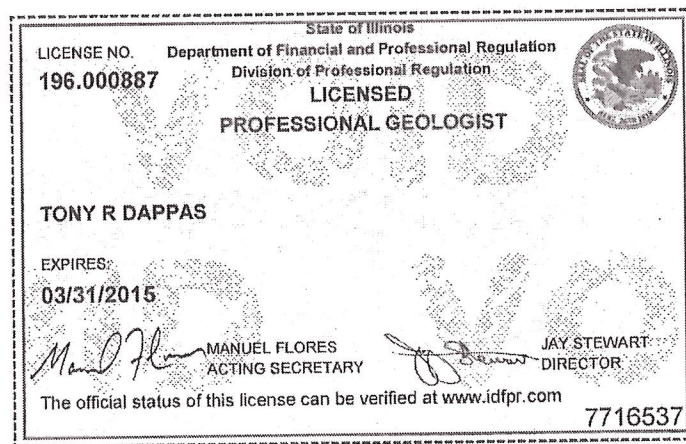
- "Use of Tomography to Determine Potential Free-Product in Subsurface Soils." T.R. Dappas and E. Jurczak. Railroad Environmental Conference, University of Illinois, Champaign-Urbana. November 2008.
- "Use of Multi-Phase Extraction to Remediate Large Scale Historical Fuel Oil Spill." T.R. Dappas and J. Powell. Railroad Environmental Conference, University of Illinois, Champaign-Urbana. October 2009.





Cut on Dotted Line ✂

For further reference, the Department is now providing a personal customer identification "Contact Number" which you may use in lieu of your social security number or FEIN number when contacting the Department. Your number is: 472968



Cut on Dotted Line ✂

20130320-1/01078





## Terence W. Dixon, PG Project Scientist



### Core skills

Environmental Investigations, Phase I & II ESA, Remedial Strategies

### Professional summary

Mr. Dixon has a decade of professional responsibility for managing environmental investigations, interpreting data and designing and implementing remedial strategies for industrial and manufacturing facilities, legal and lending institutions, land development corporations, and small businesses.

Mr. Dixon has served as a member of the Illinois Environmental Protection Agency-Central Region Groundwater Protection Planning Committee since 1997 and recently completed a four-year term as Treasurer of the Illinois Groundwater Association. In 2001, he was accepted into the National Ground Water Association's Future Leaders of the Ground Water Industry program.

### Representative projects

#### Categories A & B

**Pre-Acquisition Due Diligence Phase I & II Assessments and Compliance Audits, Nationwide Locations, Confidential Client, Nationwide U.S. Project Scientist.** Pre-acquisition due diligence for Fortune 200 manufacturer with more than 600 operations and 50,000 employees. Services included Phase I and II assessments and compliance audits conducted at facilities throughout North America and Central America. Phase I and Phase II assessments and compliance audits often performed on expedited basis. Responsibilities included project management, field activities, report preparation, and subcontractor coordination.

**Crane Due Diligence Services at 150 Facilities Nationwide, Confidential Client, Various Cities, Nationwide U.S.. Project Scientist.** Due diligence support services including Phase I and II environmental site assessments, site reviews, and environmental regulatory compliance assessments for crane structures and other facilities at approximately 150 industrial facilities throughout U.S. Completed or assisted with the coordination of environmental site assessments for approximately 150 properties in several states and two countries.

**Paris Service Station Site Underground Storage Tank (UST) Emergency Response Services, Freedom Oil Company, Paris, Illinois. Project Manager.** Emergency response and mitigation services for a public school and municipal sewer line following petroleum release from leaking USTs, and remediation of impacted subsurface media. Provided court expert testimony and liability mediation. Services involved 1-acre area around the service station, plus areas near public high school and one-half city block involving municipal sewer. Responsible for providing emergency response to petroleum release including field activities, report generation, and overall project management.

#### Categories B & C

**Chemical Manufacturer Paint and Solvent Contamination Site Investigation and Remedial Design, Confidential Client, Marion, Illinois. Project Scientist.** Pre-design investigation, remedial design, and implementation of remedial action to address historic soil and groundwater contamination by paint and cleaning solvents.

### Education

Master of Science, Geology,  
Kansas State University, 1994

Bachelor of Science, Geology,  
Eastern Illinois University, 1992

### Professional qualifications/registration(s)

Professional Geologist, Illinois  
#196-000128, 1997

### Certifications and training

Certified Industrial Wastewater  
Operator Class K

### Experience

Amec Foster Wheeler: 2000  
(Year started)

Industry: 1994 (Year started)

### Honors and awards

Illinois EPA-Central Region  
Groundwater protection  
Committee--Individual  
Groundwater Protection Award--  
2001

National Ground Water  
Association--Future Leaders of  
the Ground Water Industry  
Program-2001

Continued.

Responsible for implementation of field sampling plan, data acquisition, and groundwater remediation permitting.

**Fortune 200 Manufacturer RotoFinish Superfund Site Monitoring and Remedial Design, Confidential Client, Portage, Michigan. Team Leader.** Performed vertical aquifer sampling VAS to depths up to 220 feet at 22 locations and developed and implemented Remedial Design Work Plan as part of Record of Decision (ROD) for 5-acre Superfund site near Kalamazoo-Battle Creek Airport, for which Monitored Natural Attenuation (MNA) as Preferred Alternative as designated remedy. Responsible for subcontractor coordination, field activities implementation, and report writing and review.

**CCI Crane Carrier Manufacturer, Confidential Client, Tulsa, Oklahoma. Project Scientist.** Assisted in the development and implementation of Phase II investigation activities at a Tulsa facility as part of client's acquisition of another company. Multiple iterations of investigation activities were completed to define the horizontal and vertical extent of soil and groundwater impacts associated with historic operations at the location. Also prepared reports associated with the activities and MACTEC acted as point of contact for the Oklahoma Department of Environmental Quality. Provided project management support, developed site assessment and characterization strategies, technical report writing, and remedial design.

**Strong Oil Service Station Site Characterization and Underground Storage Tank (UST) Remediation, Village of Washburn, Washburn, Illinois. Project Scientist.** Remediation services including subsurface characterization, groff source removal, and development of risk-based calculated remedial objectives for 1-acre former service station site and adjacent municipal alleyway (length of a half city block) that experienced petroleum release, and is being remediated as brownfield under state LUST program. Responsible for field activities, subcontractor coordination, and report generation.

**Leaking Underground Storage Tank Incidence Closures, Western Illinois University, Macomb, Illinois.** Closure activities associated with underground storage tanks (UST) removed from the facility in the 1990s, including review of existing information on UST cavity conditions at the time of tank removals, re-establishing Agency contacts and developing appropriate sample programs and completing sampling to facilitate Agency closure of site.

**Site Underground Storage Tank (UST) Investigation, Jay Steele (Steele Station) Table Grove, Illinois. Project Scientist.** Subsurface characterization and remediation and implementation of institutional control on adjacent residential properties surrounding 1-acre site of former service station. Investigation led to Phase II remediation activities. Responsible for project management and field implementation.



# State of Illinois

Department of Financial and Professional Regulation

Division of Professional Regulation

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.

196.000128

EXPIRES:

03/31/2017

LICENSED  
PROFESSIONAL GEOLOGIST

TERENCE W DIXON  
8901 N INDUSTRIAL RD  
PEORIA, IL 61615



*Bryan A. Schneider*

BRYAN A. SCHNEIDER  
SECRETARY

*Jay Stewart*

JAY STEWART  
DIRECTOR

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

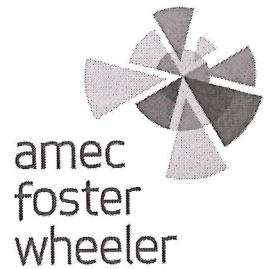
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## Almeda Galicia

### CADD Specialist



#### Core skills

Microstation, AutoCAD 2011, Structural, Roadway, Electrical, and Mechanical Drafting. Piping and Instrumentation diagrams.

#### Professional summary

Ms. Galicia has 36 years design and drafting experience in architectural/engineering industry. She has experience in civil, structural, and architectural design/drafting, electrical and mechanical drafting using AutoCAD and Microstation. Her projects range from power plants, industrial and commercial building projects, to roadway, and bridge structures. Almeda is proficient in both Microstation and AutoCad.

#### Representative projects

##### Category C

**Bulk Kelsol Storage Process Design, PPG Vanex Inc., Mt. Vernon, Illinois. CADD Technician.** Kelso paint resin was previously stored in small quantities in an area that was not electrically classified. As the room where the material was being stored was being converted into manufacturing operations, the Kelsol product needed to be moved to a dedicated bulk storage facility behind the main plant. Responsible for modifications to mechanical and piping.

**I-90 Jane Adams Memorial Tollway, Kennedy Expressway to Oakton Street Design Services, Illinois Tollway, Cook County, Illinois. CADD Designer.** Final design for the Reconstruction and add -lanes of 5.5 miles of I-90 (Jane Adams Memorial Tollway) as part of Illinois Tollway's Move Illinois Program. Work includes preparing a Master Plan Update to address wider inside shoulder and lane for future transit options and improved profile. Design services include roadway design, bridge design (13 bridges); retaining wall design; hydraulic modeling and drainage design; utility coordination; barrier warrant analyses; maintenance of traffic; signing and striping; 401/404 and IDNR permit applications; Soil Disposal analysis in conformance with new Illinois CCDD regulations; specifications and estimates. Responsible for roadway plans, retaining wall plans, elevation and details, and bridge details.

**Washington Street over the Des Plaines River Bridge Repairs, Lake County Division of Transportation, Gurnee, Illinois. CADD Technician.** Amec Foster Wheeler was contacted by the Lake County Division of Transportation after deterioration was observed on one of the concrete abutments during a routine NBIS inspection. Amec Foster Wheeler performed a structural inspection of the deterioration and worked with Lake County to develop a cost effective structural solution. Remedial efforts were limited to the area of deterioration observed at the east abutment. Phase II plans were prepared along with special provisions and a cost estimate. This was a fast-track project that took less than two months from when Lake County contacted Amec Foster Wheeler to when the final deliverable was received. Responsible for plan detailing and modifications.

**Camp Lejeune, Roadway, Bridges and New Base Entry Gate Design Services, U.S. Department of the Navy NAVFAC, Camp Lejeune North Carolina. CADD Designer.** Design and final PS&E for a new base entry point, new security gate, 6.5 miles of new divided highway used in the interior of the base, four new interchanges, at-grade intersections and thirteen new bridges over existing water bodies or

#### Education

Associates in Science in Architectural Technology, Triton College, 1980

Certificate in ABC's of Electricity, Electric Association, 1985

Certificate in AutoCad, Harper College, 1989

Maximizing AutoCad Certificate, (release 14 and 2000), Autodesk Workshop, 1999

AutoCad 2009, Triton College, 2009

BIM/Revit, Oakton Community College, 2010

#### Experience

Amec Foster Wheeler: 2013 (Year started)

Industry: 1979 (Year started)

Continued.

roadways. Additionally, 2 miles of existing street widening has been added to the contract. Services include full topographic survey; subsurface utility engineering (SUE); geotechnical field investigations; traffic data collection analysis and simulation modeling. Also included are NEPA analysis and documentation for NC24, additional traffic studies, fish habitat studies and USCG Section 9 permitting; anticipated wetland impact and proposed mitigation; environmental permitting process for staging the project (404/401 and USGS permitting); and sustainability goal management. Responsible for roadway plans and details.

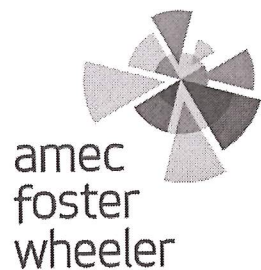
**North Milwaukee Avenue Addison Street to Belmont Avenue Phase II Design, Chicago Department of Transportation, Chicago, Illinois. CADD Technician.**

Phase II final engineering services for the reconstruction and resurfacing of Milwaukee Avenue from Addison Street to Belmont Avenue, in accordance with the approved Project Development Report (PDR). Includes modification of PDR documents as may be required and the preparation of contract plans, specifications and estimates for the resurfacing/ reconstruction of the roadway. Including, installation of new street lighting, traffic signal modernizations, installation of landscape and/or streetscape features and sewer and drainage work. Responsible for updating plans per engineering markups.



## Andrew E. Hastings

### Project Geological Engineer



#### Core skills

Phase I ESA, Phase II ESA, Groundwater Monitoring, Soil Remediation, UST Removal, State Site Remediation Program, Geotechnical

#### Professional summary

As Project Environmental Engineer, Mr. Hastings focuses on engineered construction and environmental services. He has performed Phase I and II Environmental Site Assessments for real estate managers, property developers, property owners, industrial properties, and other commercial clients. These studies have included commercial retail centers, metropolitan brownfields sites, multi-tenant commercial centers, power plants, former chemical manufacturing facilities, hotel complexes, and greenfields. His project experience includes report reviews, regulatory file reviews for NPL, CERCLIS, RCRA, LUST, UST and landfill sites, interviews with regulators, gathering and organizing historical information and detailed report authoring. Mr. Hastings' geotechnical experience involves performing and evaluating drilling / boring logs and on-site sample collection. He has performed construction oversight and project documentation for a major highway project. Has performed geotechnical investigations at railroad yards. In addition, he has performed lab testing, including Proctor compaction tests, determination of moisture content, Atterberg's limits, and sieve analysis. Specific projects have included work on telecom cell towers, transportation related projects, office buildings, retail centers and educational buildings. Mr. Hastings has also supervised the installation of retaining wall tie-backs and horizontal drains.

#### Representative projects

##### Categories A, B, & C

**Abandoned LUST Sites, Illinois Environmental Protection Agency (IEPA) State-wide, Illinois. Project Engineer.** Consulting services under ARRA funding for the closure of numerous LUST sites across the State. Initial sites consisted mainly of abandoned services stations in municipalities where open incidents and contamination had made the properties unfit for development. In working with the local authorities, Amec Foster Wheeler prepared the following documents in the SRP: SIP (IAC 734), CSIR, ROR, RAP and RACR. For sites not transferred into the SRP, report preparation included SIP, SICR, CAP and CACR. Amec Foster Wheeler oversaw tank removals, conducted confirmation sampling, soils and groundwater investigations, full TACO evaluations, and obtained NFRs for many properties that will be put back to beneficial re-use.

**Former Military Housing Redevelopment Environmental and Infrastructure Services, Forest City Military Communities Midwest, LLC, Four Cities in Indiana and Illinois. Staff Engineer.** Environmental and infrastructure services including Phase II environmental assessments, asbestos sampling and geotechnical sampling (for roadway design) for redevelopment and conversion of military housing units at four locations (three in Illinois and one in Indiana) to private housing developments operated under long-term lease by public / private venture. Work involves demolition of approximately 1,500 buildings and construction of nearly 750 new market-level homes. Responsible for work at 3 installations: 1) Fort Sheridan - Assisted in phase I ESA, performed Phase II investigations at multiple locations, supervised installation of subsurface methane monitoring wells, performed sampling of methane wells, and

#### Education

Bachelor of Science,  
Geological Engineering,  
University of Missouri - Rolla,  
2001

#### Certifications and training

DOT Hazardous Materials  
Transportation

CSX Roadway Worker  
Protection Contractor Safety  
Training

#### e-Railsafe

Norfolk Southern Roadway  
Worker Protection

Loss Prevention System  
Training Certification: Exxon  
Training

OSHA 40-hour HAZWOPER

OSHA 8-hour Refresher

OSHA 8-hour Supervisor

First Air/CPR Certified

#### Experience

Amec Foster Wheeler: 2001  
(Year started)

Industry: 1999 (Year started)

Continued.

coordinated geotechnical drilling investigations by subcontract driller. 2) Glenview Naval Air Station - Performed Phase II Investigations and sampled methane monitoring wells. 3) Great Lakes Navel Base - Performed methane monitoring, collected soil samples adjacent to buildings contaminated with lead-based paint, conducted radiation screening of a widespread area, and participated in a more extensive radiation screening of a specific area including the collection of samples for laboratory analysis.

**Brownfield Redevelopment to Roseland Place Voluntary Site Remediation Program, Neighborhood Housing Services, Chicago (South Side), Illinois. Staff Engineer.** Phase I and Phase II Environmental Site Assessments and related services under Voluntary Site Remediation Program for redevelopment of 4-acre brownfield area into assisted living facility on Chicago's South Side. HUD funding for project required attainment of "No Further Remediation" (NFR) letter. Services included evaluation of prior investigation reports; support for entry into Illinois' Site Remediation Program; development of Site Investigation Report, Remedial Objectives Report, and Remedial Action Plan; and remediation oversight for former industrial property, which included 4 USTs. Brownfield contaminants include soil contaminated with polynuclear aromatics (PNAs), volatile organic compounds (VOCs) and lead in soils to a depth of 5' below surface grade. Responsible for conducting field oversight and performing remediation activities including soil excavation, underground storage tank pole handling, and oil / water separation removal; performed confirmation sampling and oversight of backfill operations.

**Environmental Oversight – SRP Program, Chicago Public Schools, Chicago, Illinois.** Participated in the environmental oversight of a State of Illinois SRP former industrial site for the construction of a high school. Responsibilities included extensive sampling of test pit soils, waste water sampling, tracking of sampled locations and excavated soil, and oversight of all material transported on or off the project site.

#### Categories A & B

**Southeast Area Elementary School Environmental Services, Public Building Commission of Chicago, Chicago, Illinois. Project Engineer.** Phase II Environmental Site Assessment on several parcels being considered for construction of the Southeast Area Elementary School (SEAES) for the Chicago Public School District. The Site is located along South Indianapolis Avenue between East 104th Street and East 105th Street in Chicago, Illinois 60617. The entire property that forms the Site encompasses approximately 2.94-acres of land. Amec Foster Wheeler performed the Phase II and then another phase of investigation in 2010. An underground storage tank was discovered during test pitting, and soils contaminated by petroleum hydrocarbons were identified as requiring remediation. Responsible for soil and groundwater investigations and construction oversight.

#### Categories B & C

**Mt. Greenwood Elementary Phase I and Phase II Environmental Site Assessment and Construction Oversight, Public Building Commission of Chicago, Chicago, Illinois. Field Engineer:** Asbestos inspection and abatement oversight services to the Public Building Commission of Chicago. Amec Foster Wheeler provided inspection and testing, and design services as well as asbestos project management and air sampling services on the Mt. Greenwood Public School



Continued.

renovation project. Responsible for oversight of remedial excavation and tracking of material transport.

**Fire Station #109 Phase II Environmental Site Assessment and Geotechnical Investigation, Public Building Commission of Chicago, Chicago, Illinois.**

**Project Manager.** Phase II Environmental Site Assessment and Geotechnical Investigation for a property at 2301-2359 South Kedzie Avenue, Chicago, Illinois. The Site consists of 1.72 acres of vacant land with RECs identified in the Phase I ESA including a Dry Cleaner, a print shop with paint storage, and an auto body shop. Amec Foster Wheeler's review of a 1923 Sanborn Map indicated the additional former presence of an undertaker and a hardware storage facility. The Phase II ESA was conducted to characterize geology, determine whether water bearing units were present, characterize potential impacts, disposal classification for fill, and site hydraulic conductivity. Following the initial Phase II investigation, additional step-out borings were conducted to delineate hot spots. Responsible for field oversight for all activities including Phase II environmental sampling (Geoprobe drilling), Ground Penetrating Radar survey, test pitting, and several subsequent soil sampling events (Geoprobe drilling). Also worked on all of the reports, documentation, developed remediation design drawings and assisted in the generation of the environmental remediation specifications.

**Sacramento Boulevard Site Investigation, Remediation Construction Oversight and RACR Preparation, Chicago Green Works, Chicago, Illinois. Project Engineer.**

Site investigation, remediation construction oversight, and document preparation for 13-acre former "back" section of 445 North Sacramento Boulevard. Site previously occupied by foundry and other industrial operations; entered into Illinois EPA's Site Remediation Program (SRP) in 1999. Site to become new "Green" industrial park with 20,000-SF LEED (gold-certified) office headquarters and warehouse on site. Previous Amec Foster Wheeler Phase II environmental site assessment included 79 soil borings and 105 soil samples, and installation of 4 groundwater monitoring wells. Prepared documents included comprehensive site investigation report, remedial objectives report, remedial action plan (RAP), and remedial action completion report (RACR). All reports compiled in accordance with IEPA SPR program. Responsible for onsite observation during remedial action and assisting with preparation of reports.

**Environmental and Construction Oversight Illinois Abandoned Landfill Program, Illinois Environmental Protection Agency, Anna, Illinois.** Responsible for all construction and environmental oversight for the closure of an abandoned landfill in southern Illinois over 6-month project duration. Environmental oversight responsibilities included the sampling of all potential fill and material sources for the project, sampling of methane gas wells, direct supervision of all waste excavation activities, field screening of methane levels at the site and surrounding structures, and constant interaction with the IEPA. Construction oversight responsibilities included constant interaction with construction contractors, review of technical documents, oversight of construction activities and testing such that they conform to the design specifications, conducted weekly status meetings with all parties, and tracked the use of equipment and personnel for the review of monthly invoicing by the contractor.

Continued.

#### Category B

**Henderson Gulf Investigation, Illinois Environmental Protection Agency, Galesburg, Illinois. Field Technician.** Conduct investigations, design development and oversight, review work and Emergency Actions as needed at contaminated sites throughout the State under the State Response Action Program. Responsible for assisting in writing SIP and field inspections.

**East Chicago IN - UST Removal, Multiserv Group Ltd., East Chicago, Illinois. Field Technician.** UST investigation and removal at an industrial facility in East Chicago, IN. Completed soil and ground water sampling and analysis. Retained contractor for UST removal. Completed UST removal report and UST site investigation report. Industrial facility - 2 acres. 3 buildings Responsible for oversight of field investigation for UST release; including groundwater, soil sampling and documentation.

**Manufacturing Facility Groundwater Remediation and Monitoring, Avaya, Inc., Montgomery, Illinois. Staff Engineer.** Environmental services for comprehensive site investigation, risk assessment, and remedial design and implementation efforts associated with decommissioning a 45-acre, former printed circuit board manufacturing facility where decrease of 37% to 99% in total chlorinated-VOC concentrations in groundwater have been documented onsite. Responsible for performing quarterly groundwater monitoring and associated reporting.

#### Category C

**Avondale/Irving Park Area Elementary School Construction Oversight, Public Building Commission of Chicago, Chicago, Illinois. Project Engineer.** Environmental Oversight during soil movement and backfill activities during construction at the Avondale/Irving Park Area Elementary School site. (After Construction) This project will implement the C shaped prototypical design to serve 900 students, ranging from Pre-Kindergarten through 8th Grade. This 106,000 SF, three floor, steel frame and masonry construction building will include science, computer, music, and art classrooms, in addition to library, gymnasium, and dining facilities. Responsible for field oversight of construction on contaminated property, insuring compliance with specification requirements and documenting proper material handling

**Powell Replacement School Environmental Consultant Management, Public Building Commission of Chicago, Chicago, Illinois. Field Engineer.** Environmental consulting and construction oversight services during site design through construction for the Powell Replacement Elementary School Project. After Construction, this project will implement the 'C' shaped prototypical design to serve 900 students, ranging from Pre-Kindergarten through 8th Grade. This 106,000 SF, three floor, steel frame and masonry construction building will include science, computer, music, and art classrooms, in addition to library, gymnasium, and dining facilities. Responsible for field environmental oversight of construction of elementary school, including implementation of various environmental requirements as they contain to excavation and material handling.



Ryan M. Hill  
Environmental Scientist



Core skills

Phase I ESA, Phase II ESA, Hazardous Materials, Health and Safety, Well Monitoring

Professional summary

Mr. Hill is a professional Environmental Scientist with experience in the critical aspects of successful environmental management including facility and site work, technical analysis, regulatory compliance, laboratory testing, and technical reporting. Mr. Hill's knowledge and expertise encompasses the evaluation and management of various environmental aspects related to facility operations and management, hazardous materials management, environmental site assessments (Phase I & II ESAs), site investigations, corrective remedial strategies, state and federal regulations, research, audits, transportation, and infrastructure development.

Representative projects

Investigation and Remedial

Categories A & B

**Late Stage Cleanup Efforts and Remedial Action Plan (RAP) Preparation, Leggett & Platt / the former Northwestern Steel & Wire Co. (now Sterling Steel Co., LLC) Steel Facility, Sterling, IL. Staff Scientist.** Supported late stage cleanup efforts between client, city of Sterling and the Illinois Environmental Protection Agency (Illinois EPA). After obtaining Illinois EPA acceptance of the Comprehensive Site Investigation Report (CSIR), assisted in the preparation and submittal of the Remedial Action Plan (RAP) in order to obtain Illinois EPA State Remediation Program "No Further Remediation" (NFR) ruling. Responsible for RAP report preparation, review and submittal.

**Investigation and Remediation of Orphaned and Abandoned Leaky Underground Storage Tank (LUST) Sites, Illinois Environmental Protection Agency (Illinois EPA). Staff Scientist II.** Provided environmental consulting services to the Illinois EPA under the American Recovery and Reinvestment Act (ARRA), which allocated federal funds for the closure of orphaned and abandoned LUST sites across the State of Illinois. Sites consisted mainly of abandoned service stations in municipalities where open incidents and contamination had made the properties unfit for redevelopment. In working with the local municipalities and state authorities closures were obtained for service stations across the State of Illinois. In obtaining closure, site investigations were conducted. Reports were then prepared and submitted to the Illinois EPA under both the States Site Remediation Program (SRP) and LUST program. Report submittals included Site Investigation Plan (SIP), Comprehensive Site Investigation Reports (CSIR), Site Investigation Completion Report (SICR), Remedial Objectives Reports (ROR), Remedial Action Plan (RAP), Corrective Action Plan (CAP) and a Remedial Action Completion Report (RACR). Responsibilities included report writing, soil and groundwater investigations (evaluations using the Illinois EPA Tiered Approach to Corrective Action (TACO)) and assisted in obtaining No Further Remediation (NFRs) letters for many properties that will be put back to beneficial re-use.

**Groundwater Remediation and Monitoring, Avaya, Inc. Manufacturing Facility, Montgomery, IL. Field Scientist.** Provided environmental consulting services for a

Education

Bachelor of Science Degree, Environmental Science, Benedictine University, 2007

Graduate Certificate in Geographic Information Analysis (GIA), Northern Illinois University, 2014

Certifications and training

CPR & First Aid

Amtrak Safety Training CSX & NS Contractor Safety & Roadway Worker Protection CSX & NS Roadway Worker Protection Instructor

E-Railsafe Training, Class 1 Railroads

Transportation Worker Identification Credential (TWIC)

Three Rivers Manufacturers Association (TRMA) Training ExxonMobil Joliet Refinery Site Specific Training

Nasal Ranger Odor Sensitivity Training

Visible Emissions Training, Opacity Method 9

Midwest Regional Supplement for Wetland Delineation

DOT Hazardous Materials 49 CFR Training

ICORS 2008 Training Seminar OSHA 40 Hour HAZWOPER Training

OSHA 8 Hour HAZWOPER Refresher Training

OSHA 8 Hour HAZWOPER Supervisor Training

Experience

Amec Foster Wheeler: 2010 (Year started)

Industry: 2007 (Year started)



Continued.

comprehensive site investigation, risk assessment, and remedial design and implementation efforts associated with decommissioning a former 45-acre printed circuit board manufacturing facility, where a decrease of 37% to 99% in total chlorinated-VOC concentrations in groundwater have been documented onsite. Performed post-remediation sampling and assisted in quarterly groundwater monitoring and associated reporting to the Illinois Environmental Protection Agency (Illinois EPA).

**Phase II Environmental Site Assessment (ESA) for the Public Building Commission of Chicago (PBC) Engine Company 109 and Little Village Library, Chicago, IL. Field Scientist.** Assisted in a Phase II ESA's for the Public Building Commission of Chicago (PBC) and the Chicago Public School District (CPS) for construction of a new firehouse (Engine Company #109) and a public library (Little Village Library) located in Chicago, Illinois. The Phase II ESA evaluated all analytical results to Illinois Administrative Code TACO Residential and Construction worker cleanup objectives. During a geophysical survey, five (5) underground petroleum storage tanks were discovered. For two of the tanks a release was called in to Illinois Emergency Management Agency (IEMA) during tank removal. Responsible for the preparation of 20 and 45-day reports requesting closure under Section F Early Action for the underground petroleum storage tanks. Subsequent work involved the preparation of a Remediation Work Plan, providing environmental construction oversight for removal of impacted soils, manifesting soil loads for final disposal, monitoring air quality, performing confirmation sampling, submission of daily activity photo logs and daily reports to CPS construction managing personnel, daily correspondence between foremen, excavators, haulers, construction managers, and various other PBC/CPS personnel.

**Environmental Construction Oversight, Powell Elementary School (Replacement) Construction Project for the Public Building Commission of Chicago (PBC) Chicago, IL 3205090946, \$207,200, (2011). Field Scientist.** Provided environmental consulting and construction oversight services for the PBC during the Powell Elementary School (Replacement) construction project. Responsible for environmental oversight of contaminated soil excavation, confirmation sampling, documenting hauling loads, truck manifesting, monitoring air quality, collecting stone and hauling tickets, documenting best management practices (BMPs) and ensuring all proper material handling and disposal procedures were being followed by contractors.

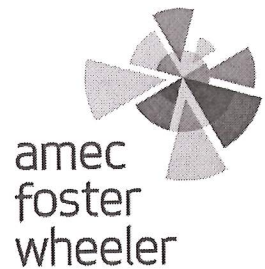
#### Categories A, B, & C

**Potash Indiana Gibson Yard Railroad Site Phase I and Phase II Environmental Site Assessment (ESA), Potash Corp., Hammond, IN. Field Scientist.** Supported field efforts during a Phase I and Phase II ESA of the Indiana Harbor Belt Railway at Gibson Yard in Hammond, Indiana. Potash Corporation has planned to build a new 136,000 square-foot transfer facility with the Indiana Harbor Belt Railway at Gibson Yard. Primary responsibilities included assisting in identifying and documenting any potential areas of concern during the Phase I. Based on findings presented in the Phase I ESA a Phase II ESA was recommended. During the Phase II ESA, responsible for supervising drilling operations, monitoring well installation, collection of soil and groundwater samples for laboratory analysis and interfacing with onsite client personnel. While groundwater sampling field Parameters such as pH, Turbidity, Conductivity, DO, ORP (redox), and temperature were also monitored and recorded.



## Mary Jank, PG

### Senior Geologist



#### Core skills

Phase I ESA, Phase II ESA, CERCLA, RCRA, LUST, TACO, Hazardous Waste, CCDD, Investigation and Remediation Planning, Asbestos and Lead based Paint Management

#### Professional summary

Ms. Jank has than 33 years of experience as a professional geologist and project manager. Her experience has included Phase I and Phase II site assessments, well site supervision, borehole logging, soil sampling, water sampling, soil vapor surveys, dye studies in fractured bedrock, XRF of lead in soils, and UST removal and site closure. Her experience has encompassed CERCLA and RCRA projects, as well as voluntary cleanups under several state programs. Her responsibilities have included site and project management activities. Ms. Jank is experienced at hydrogeological interpretation and the mapping of constituent migration in numerous types of subsurface environments including karst and discontinuous tills. Her client and agency interface experience is extensive and Ms. Jank has been a key contributor during negotiations with the EPA, the Corps of Engineers and other state and local government agencies.

Ms. Jank has prepared quality assurance documentation under both CERCLA and RCRA for both industrial and government clients. Ms. Jank also has completed TACO Tier 2 risk assessments and has assisted in Tier 3 risk assessments at several sites. Ms. Jank has also completed CERCLA risk assessment and feasibility study documents, and participated in CERCLA community relations activities including preparation of community relation plans and public meetings.

Ms. Jank has planned and overseen site remediation and re-development projects since 2000 for Chicago Public Schools and the Public Building Commission of Chicago. Ms. Jank has overseen the asbestos and lead based paint inspection, design and oversight services performed by Amec Foster Wheeler for Chicago Public Schools since 2005 and has been overseeing these same services for the Public Building Commission since 2010. She has also overseen pre-demolition asbestos inspections and lead based paint inspection and risk assessment for the Public/Private Joint Venture which is redeveloping military housing at Great Lakes, Fort Sheridan, Glenview Naval Air Stations and Crane Naval Base in Indiana.

#### Representative projects

##### Category A

**Industrial Property Due Diligence Services, Keating Resources / Port of Will County, LLC (IL), Joliet, Illinois. Principal.** Due diligence services for possible purchase of approximately 300 acres of industrial and commercial property near Illinois River for possible development of new intermodal shipping hub. Services included conducting research, attending and advising during meetings, and providing other information / technical support with regard to historic and environmental remediation activities, ongoing water permitting activities, and issues of mining operations. Responsible for reviewing Phase I and II reports and radiation reports written by another consulting firm; attended meetings with client, purchaser and purchaser's consultant to discuss report findings.

#### Education

Masters of Science, Geology,  
Michigan State University, East  
Lansing, Michigan, 1982

Bachelor of Arts, with Honors in  
Geology, Skidmore College,  
Saratoga Springs, NY, 1978

#### Professional qualifications/registration(s)

Certified Professional  
Geologist, American Institute of  
Professional Geologists,  
(#CPG-9941)

Professional Geologist (LPG),  
Illinois, (#196-000721), 1998

Professional Geologist (PG),  
Wisconsin, (#891), 1996

Professional Geologist (LPG),  
Indiana, (#1966), 1998

Registered Geologist (RG),  
Missouri, (#816), 1996

#### Certifications and training

CPR Certified

#### Experience

Amec Foster Wheeler: 1996  
(Year started)

Industry: 1982 (Year started)

Continued.

#### Category B

**Fire Station #109 Phase II Environmental Site Assessment and Geotechnical Investigation, Public Building Commission of Chicago, Chicago, Illinois. Quality Assurance / Quality Control.** Phase II environmental site assessment and geotechnical investigation for the new Fire Engine Company #109 at 2301-2359 South Kedzie Avenue in Chicago. Responsible for review of documents and assistance with technical issues with regard to TACO (risk assessment) and Site Remediation Program (Illinois Voluntary Remediation Program).

#### Categories A, B & C

**Mt. Greenwood Elementary Phase I and Phase II Environmental Site Assessment and Construction Oversight, Public Building Commission of Chicago, Chicago, Illinois. Project Manager.** Phase I environmental site assessment and construction oversight for soil removal in conjunction with renovation of Mt. Greenwood School. Responsible for review of all documentation, and interface with client.

**Powell Replacement School Environmental Consultant Management, Public Building Commission of Chicago, Chicago, Illinois. Principal.** Environmental consulting services during site design through construction for the Powell Replacement Elementary School Project. This project began with a Phase I that Amec Foster Wheeler performed for Chicago Public Schools in 2006. No recognized environmental conditions (RECs) were discovered as a result of this Phase I. However, in 2009, Amec Foster Wheeler was asked to provide construction oversight and design services for the Public Building Commission on this same school site. During trenching activities to investigate subsurface anomalies at the property, free-phase oil was noted in the trench pit. Amec Foster Wheeler investigated this oil and delineated the extent of impacted soils. Based on that delineation, a Comprehensive Site Investigation Report, Remediation Objectives Report and Remedial Action Plan were prepared. Amec Foster Wheeler used averaging to limit the amount of required remediation at the site. Amec Foster Wheeler then oversaw the remediation of the oil and contaminated soils which was performed as part of construction activities at the site. Construction and soil excavation were completed and Amec Foster Wheeler submitted a Remedial Action Completion Report resulting in a No Further Action Letter for the site. Responsible for all technical aspects of project, used TACO (risk assessment) to reduce the amount of remediation needed for this school site.

**Avondale/Irving Park Area Elementary School Construction Oversight, Public Building Commission of Chicago, Chicago, Illinois. Principal.** Environmental Oversight during soil movement and backfill activities during construction at the Avondale/Irving Park Area Elementary School site. Responsible for oversight of technical details of the project including specifications, review of subcontractor submittals and consultation on environmental issues with client.

**Brownfield Redevelopment to Roseland Place - Voluntary Site Remediation Program, Neighborhood Housing Services, Chicago (South Side), Illinois. Principal Review.** Brownfield Redevelopment Phase I and Phase II Environmental Site Assessments and related services under voluntary Site Remediation Program for redevelopment of 4-acre brownfield area into assisted living facility on Chicago's South Side. HUD funding for project required attainment of "No Further Remediation" (NFR) letter. Services included evaluation of prior investigation reports; support for entry into Illinois' Site Remediation Program; development of Site Investigation Report, Remedial Objectives Report, and Remedial Action Plan; and remediation oversight for former



Continued.

industrial property, which included 4 USTs. Brownfield contaminants include soil contaminated with polynuclear aromatics (PNAs), volatile organic compounds (VOCs) and lead in soils to a depth of 5' below surface grade. Responsible for reviewing Phase I documents and providing technical input with regard to TACO and SRP.

**Midwest Military Housing Privatization and Redevelopment (for U.S. Navy) Environmental and Infrastructure Services, Forest City Military Communities, Four Cities in IL, IN, Illinois. Project Manager.** Environmental and infrastructure services including Phase II environmental assessments, asbestos sampling, lead surveys and risk assessment and geotechnical sampling (for roadway design) for demolition and redevelopment and privatization of military housing units for the U.S. Navy at four locations (three in Illinois and one in Indiana) under long-term lease by public / private venture. Work involves demolition of approximately 1,500 buildings and construction of neighborhoods containing nearly 750 new market-level homes for Navy personnel and their families on portions of the base and enhancing portions of the base for existing tenants. Design work included roadway, drainage, sanitary sewer, water main, and electrical and telecom utilities for the new home sites as well as development of neighborhood centers, active and passive parks, dogs parks, tot lots, irrigation systems, and placement and connection of prefabricated park buildings. Responsible for Environmental portion of project, including planning document production (Hazardous Materials Management, Lead Based Paint Management, Asbestos Management, Pesticide Use, Mold Prevention, Stormwater Management) and overseeing Phase I and Phase II and asbestos lead-based paint activities.

#### Categories B & C

**Brownfield Site Remediation and Closure, City of Chicago Department of Environment, Chicago, Illinois. Project Manager.** Brownfield Redevelopment Environmental investigation and remediation services including site investigation and report, closure activities, risk assessment review, Remedial Objectives Report and Remedial Action Plan for 17-acre brownfield site on Chicago's west side. Site had formerly been location of construction debris disposal firm and contained over 500,000 CY of construction debris. Existing 34,000-SF building on site renovated to comply with "green building" principles and features green technology components. RAP developed to comply with green principles, including specially engineered barriers, geotextile fabric remediation, and tree resin product overlay to form pavement. Closure achieved in January 2003. Project won 2002 Phoenix Award for U.S. EPA Region 5. Responsible for authoring all documentation including, site investigation, remedial action completion report and remedial objectives report.

**Sacramento Boulevard Site Investigation, Remediation Construction Oversight and RACR Preparation, Chicago Green Works, Chicago, Illinois. Principal.** Site investigation, remediation construction oversight, and document preparation for 13-acre former "back" section of 445 North Sacramento Boulevard. Site previously occupied by foundry and other industrial operations; entered into Illinois EPA's Site Remediation Program (SRP) in 1999. Site to become new "Green" industrial park with 20,000-SF LEED (gold-certified) office headquarters and warehouse on site. Previous Amec Foster Wheeler Phase II environmental site assessment included 79 soil borings and 105 soil samples, and installation of 4 groundwater monitoring wells. Prepared documents included comprehensive site investigation report, remedial objectives report, remedial action plan (RAP), and remedial action completion report (RACR). All reports compiled in accordance with IEPA SRP program. Responsible for reviewing analytical data and



Continued.

provided Chicago Department of Environment with strategy recommendations for closure. Responsible for providing resource control and overall quality control.

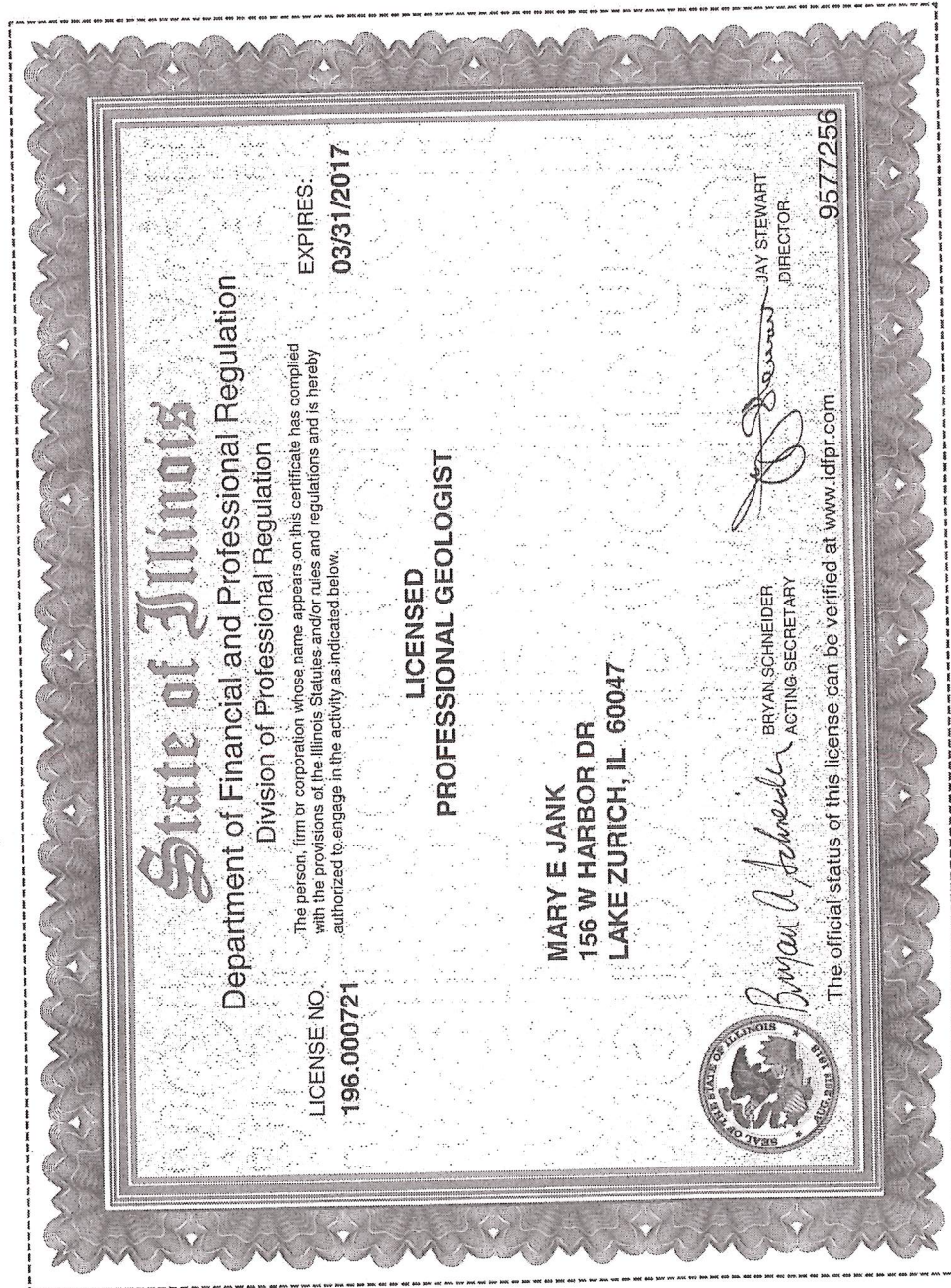
**Unity Junior High School Site Brownfield Redevelopment, Cook County Regional Office of Education, Cicero, Illinois. Project Manager.** Environmental investigations, site assessments, soil remediation and building demolition services on accelerated basis at site of former industrial facility in operation for over a century. Site was contaminated with PNAs, PAHs, PCBs, metals and chlorinated solvents. More than 65,000 CY of contaminated soil removed. Site was divided into seven zones based on construction schedule so that remediation and closure of each zone could be performed separately to meet construction needs. Amec Foster Wheeler performed as subcontractor to prime consultant. Site was 2003 Phoenix Award - Community Impact Winner. Responsible for preparing all SRP program documentation and risk assessment.

**Howard Park Soil Remediation Services, Confidential Client, Wilmette, Illinois. Principal.** Under IEPA Leaking Underground Storage Tank (LUST) program at site impacted by gasoline UST owned by local municipality, removed USTs, prepared all IEPA LUST submittals, performed Site Classification and delineation, and prepared IEPA-approved LUST Corrective Action Plan. Designed, installed and operated air sparge / soil vapor extraction (AS/SVE) remediation system. Treatment area encompassed sections of police parking lot and active park downgradient from source area. After anticipated remediation period was completed, collected confirmatory soil samples to show site was remediated. Prepared Corrective Action Completion Report requesting pathway exclusion under IEPA Tiered Approach to Corrective Action Objectives (TACO) and No Further Remediation (NFR) determination from IEPA. Responsible for reviewing all technical reports and provided risk assessment (IEPA TACO).

**Site Remediation Program Closure of Two Sites, Chicago Public Schools, Chicago, Illinois. Technical Lead.** Reviewed previous consultant documents, and entered the sites into the SRP program. At New Sullivan School, the site was entered into the SRP in June 2000. A previous Phase I and Phase II had been completed at the property which was an entire city block in extent. No additional sampling was determined to be necessary after consultation with the IEPA in the context of developing the Remedial Objectives Report/ Remedial Action Plan for the property. Removal of soil, (the soil removal was necessary for construction), and backfill with clean soil were the planned remedial activities. These activities were completed and documented the site was given a "No Further Remediation" letter in November 2000. At the Moos School site, entry into the SRP was only accomplished in January 2001 as the Chicago Public Schools did not acquire the property until December 2000. A previous Phase I and Phase II had been completed at the property. Additional sampling was completed in 2000 and in February 2001. The site was remediated and a No Further Remediation letter obtained in October 2001. Amec Foster Wheeler completed closure under the SRP program for three other Chicago Public School sites.

**Remediation of former Gas Station, Confidential Client, Confidential Location. Task Manager.** Responsible for coordination of field activities and confirmation sampling for large gas station remediation project. Over 8,000 cubic yards of soil were removed for clean closure. Also responsible for investigation and closure of offsite contamination and groundwater issues. Prepared closure documentation and LUST reimbursement package.





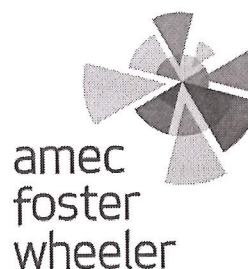
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# John F. Mazur, CIH, CHMM

## Environment, Safety, & Health Manager



### Core skills

Health and Safety, Hazardous Materials

### Professional summary

A Senior-Level Industrial Hygienist and Hazardous Materials Manager, Mr. Mazur has more than three decades of environment, safety and health (ES&H) experience. He has provided technical direction to diverse and multidisciplinary organizations, both as a consultant and as an Army officer. This has included directing comprehensive consultative and analytical programs in support of industrial hygiene surveys and environmental evaluation/surveillance studies. ES&H experience in the evaluation and control of workplace chemical and physical hazards has included a wide range of occupational environments including commercial, military, R&D and environmental laboratories, manufacturing facilities, power plants, remediation (SUPERFUND) operations, and medical treatment facilities.

Mr. Mazur provided expert witness services on occupational exposures to chemical stressors. He has proven knowledge and experience in providing ES&H consultative services for public and private institutions, and military organizations.

### Representative projects

#### Categories A, B, & C

**Central Group/Region's HSE Manager, Amec Foster Wheeler Environment & Infrastructure (E&I), Inc., Wilmington, NC.** Responsible for assisting the Corporate HSE Director, Regional Management, Unit Management, and Project Management in ensuring that E&I offices, laboratories, and projects are organized to protect employee, subcontractor, public, and client health and safety, and to protect the environment. Ensures the Central Region's compliance with all applicable legislation, regulations, and E&I policies pertaining to safety, health and the environment at the office, laboratory and project levels. Develops new and periodically reviews and updates current E&I HSE policies, specializing on regulatory compliance for the Central Region; modifies corporate HSE policies, procedures, and standard operating procedures to comply with State, Federal, and local regulatory requirements. He communicates HSE requirements to project managers, field managers, Site Safety & Health Officers (SSHOs) and HSE Coordinators in his Region. Reviews and approves HASPs. Provides training, support, and is a technical resource for the HSE Coordinators, SSHOs, management and employees in his Region. Identifies hazards and assess risks pertinent to the Central Region and local operations. Coordinates and manages the development and implementation of unit, office, laboratory, and project HSE programs, practices, and procedures to manage risks. He assists in preparing office safety plans, laboratory safety plans, project safety plans, including emergency preparedness, fire prevention, and exposure prevention plans. Conducts frequent inspections at project sites, offices and laboratories, conducts program audits; coordinates and provides leadership on the implementation of corrective actions. Investigates occupational injuries and illnesses, identifies root causes, develops corrective actions and lessons learned and designs corrective controls.

**Heery International GSA NCR Federal Office Building #8 Phase I Demolition Environmental, Safety & Health Oversight, Washington, District of Columbia. Project Manager.** Supported project with on-site Certified Industrial Hygienist assigned to oversee environmental, safety and health (ES&H) requirements during

### Education

Master of Science, Chemistry,  
Fordham University, 1965

Bachelor of Science,  
Chemistry, Loyola College,  
1962

### Professional qualifications/registration(s)

Certified Hazardous Materials  
Manager

Certified Industrial Hygienist,

### Certifications and training

Certified Loss Prevention  
System Trainer

Fall Protection Competent  
Person

Fall Prevention & Protection  
Equipment Inspector  
Competent Person

HAZWOPER 40 Hour

HAZWOPER 8 Hour Refresher,

OSHA 10 Hour Construction  
Safety and Health

OSHA Certified 501 / 500  
Outreach Instructor

### Experience

Amec Foster Wheeler: 1986  
(Year started)

Industry: 1984 (Year started)

Continued.

Phase I of demolition, abatement (asbestos, lead-based paint, mercury, PCBs and potential lab operations contamination) and decommissioning coordination for a former FDA research laboratory being converted to a multi-use office complex. Responsible for managing ES&H for the General Services Administration (GSA) on site during the renovation and demolition phase of a major federal office building in the District of Columbia; oversaw the environmental, health and safety requirements during the demolition, abatement, and decommissioning coordination for the project; as site CIH, ensured contractors followed and complied with applicable USEPA, OSHA, and District of Columbia regulations and standards.

**Texaco Suriname Remedial Investigation for Various Sites, Chevron Environmental Management Company, Various, Paramaribo. Health & Safety Officer.** Remedial Investigate and additional assessment at gas stations. Provided Chevron's Safe Work Practices Training to Amec Foster Wheeler's subcontractors in Suriname, South America.

#### Category B

**Roadway, Bridges and New Base Entry Gate Design Services Camp Lejeune, U.S. Department of the Navy NAVFAC, Camp Lejeune, North Carolina. Health & Safety Officer.** Design and final PS&E for a new base entry point, new security gate, 6.5 miles of new divided highway used in the interior of the base, 4 new interchanges, at-grade intersections and 13 new bridges over existing water bodies or roadways. In addition, a 2-mile-long widening of existing street has been added to the contract. Services include full topographic survey; subsurface utility engineering (SUE); geotechnical field investigations; traffic data collection analysis and simulation modeling. Also included are NEPA analysis and documentation for NC24, additional traffic studies, fish habitat studies and USCG Section 9 permitting; anticipated wetland impact and proposed mitigation; environmental permitting process for staging the project (404/401 and USGS permitting); and sustainability goal management. Provided Health and Safety review of Drilling and Surveying activities.

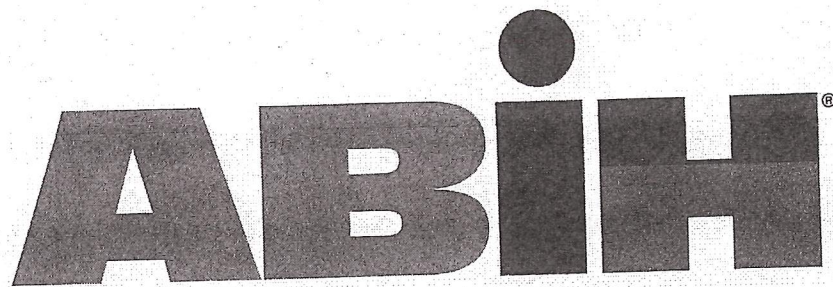
#### Publications and presentations

- "Podolak, G.E., R. M. McKenzie, D.S. Rinehart, and J. F. Mazur. A rapid technique for collection and analysis of phenol vapors. AIHA Journal, 42, 734-838. October 1981
- Mazur, J. F., D.S. Rinehart, G. G. Esposito, and G.E. Podolak. Evaluation of passive monitors for assessing vapor degreaser emissions. AIHA Journal, 42, 752-756, October 1981.
- Mazur, J. F., G.E. Rinehart, G. G. Esposito, D.S. Rinehart, and R.E. Glenn. Evaluation of a passive dosimeter for collection of 2-bromo-2-chloro-1, 1-trifluoroethane and 2-chloro-1, 2-trifluoroethyl difluoromethyl ether in hospital operating rooms. AIHA Journal, 41, 66-69. January 1980.
- Williams, K. E. and J. F. Mazur. Gas chromatographic analysis of acetic acid in air. AIHA Journal, 41, 1-4. January 1980
- Bamberger, R. L. G. G. Esposito, B. W. Jacobs, G.E. Podolak, and J. F. Mazur. A new personal sampler for organic vapors, AIHA Journal, 39, 701-708. September 1978.

#### Memberships/affiliations

Academy of Certified  
Hazardous Materials Managers  
American Board of Industrial  
Hygiene  
American Industrial Hygiene  
Association  
American Society of Safety  
Engineers  
Institute of Hazardous Materials  
Management  
AIHA Local Section-Carolinas  
Section  
ASSE Local Section-Eastern  
Carolina Section





**american board of industrial hygiene®**

organized to improve the practice of industrial hygiene  
proclaims that

*John F. Mazur*

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	1804 CP
Awarded:	June 20, 1980
Expiration Date:	December 1, 2018



  
Chair ABIH

  
Executive Director ABIH



# Institute of Hazardous Materials Management

*This certifies that*

**John F. Mazur**

*has successfully met all the requirements of education,  
experience and examination, and is hereby designated a  
Certified Hazardous Materials Manager®*

March 1997

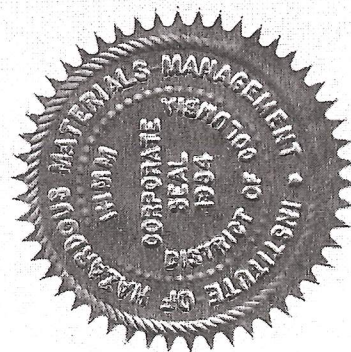
Date of Certification

08041

Credential Number

March 31, 2018

Certification Expires



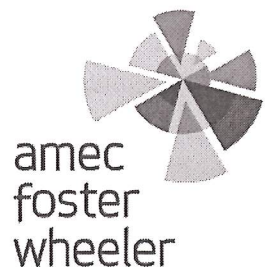
*[Signature]*  
Executive Director

Valid so long as this credential is renewed according to schedule and is not otherwise revoked.



# Gustavo Pallares

## Senior CADD Specialist



### Core skills

AutoCAD Civil 3D2013, Microstation, ADA Compliance, Railroads, Transportation, Environmental Drafting

### Professional summary

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

### Education

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

### Experience

Amec Foster Wheeler: 2004  
(Year started)

Industry: 1999 (Year started)

### Representative projects

#### Categories A, B, & C

**Powell Replacement School Environmental Consultant Management, Public Building Commission of Chicago Chicago, Illinois. CADD Designer.** Environmental consulting and construction oversight services during site design through construction for the Powell Replacement Elementary School Project. After Construction, this project will implement the 'C' shaped prototypical design to serve 900 students, ranging from Pre-Kindergarten through 8th Grade. This 106,000 SF, three floor, steel frame and masonry construction building will include science, computer, music, and art classrooms, in addition to library, gymnasium, and dining facilities. Responsible for creating layout designs for sampling and testing locations for Phase I services.

**Danville Works Plant Phase II Remedial Investigation, Confidential Client, Danville, Illinois. CADD Designer.** Phase II Remedial Investigation for 86-acre industrial manufacturing complex with multiple buildings (main plant and support facilities), onsite aboveground tanks, railroad spurs and capped waste ponds. Facility produced and packaged freon (CFC refrigerants) from 1955 to 1994, then switched to packaging only. Contamination of soil and groundwater with volatile organic compounds (VOCs) identified since 1970s. Investigative activities to determine vertical / lateral extent of carbon tetrachloride and other CFCs and VOCs detected in soil and groundwater, and to verify if contaminant groundwater plume extended offsite. Investigation also evaluated eight onsite solid waste management units (SWMUs) to determine necessary steps to meet U.S. EPA and state EPA cleanup goals. Responsible for detailing cross sections for samples and site layout.

**Corpus Christi Store (#8397) Remediation Services, Confidential Client, Corpus Christi, Texas. CADD Designer.** Environmental investigation of two-acre site at retail warehouse / office location impacted by petroleum from leaking underground storage tanks (LUSTs). Ongoing investigation includes soil / groundwater monitoring and plume delineation, and close interaction with TCEQ. Responsible for creating phase I, designs, and figures showing where samples were taken.

#### Category B

**Avondale/Irving Park Area Elementary School Construction Oversight, Public Building Commission of Chicago, Chicago, Illinois. CADD Designer.** Environmental Oversight during soil movement and backfill activities during construction at the

Continued.

Avondale/Irving Park Area Elementary School site. (After Construction) This project will implement the C shaped prototypical design to serve 900 students, ranging from Pre-Kindergarten through 8th Grade. This 106,000 SF, three floor, steel frame and masonry construction building will include science, computer, music, and art classrooms, in addition to library, gymnasium, and dining facilities. Responsible for design layouts for soil and groundwater sampling.

**On-Site Environmental Services 2006-2009, ArcelorMittal Riverdale, Inc., Riverdale, Illinois. CADD Designer.** On-site environmental services at steel production facility on 167-acre industrial complex including preparing compliance submittals to regulatory agencies; participating in agency inspections and responding to requests; reporting non-compliance events; preparing plans and programs; conducting compliance sampling and monitoring, performing visible emission readings / inspections; and participating in facility's ISO program. Also assisted with periodic industrial hygiene surveys. Responsible for designing site investigation layout design.

#### Category C

**Environmental Consulting Services for School Facilities 2005-2009, Chicago Public Schools, Chicago, Illinois. CADD Designer.** Environmental consulting, management and oversight services under four-year (2005-2009) Master Services Agreement for various elementary, middle and high school buildings and support facilities throughout City of Chicago Public School system. Services included planning and oversight of abatement of asbestos-containing materials (ACMs) and lead-based paint; industrial hygiene services; and environmental investigations as needed. Services at more than 70 school facilities throughout City of Chicago metropolitan area. Responsible for asbestos abatement designs for multiple school sites.

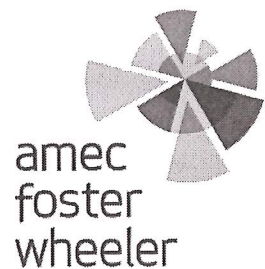
#### Categories A & B

**Environmental Services Master Services Agreement 2001-2006, Retail Stores Nationwide, Confidential Client, Nationwide U.S.. CADD Designer.** Range of environmental services including site investigations, Phase I environmental site assessments, contamination assessment planning, Corrective Action evaluations, underground storage tank removals and free-product recovery planning, services, removal of auto lifts, soil assessments (field and lab), groundwater and well abandonment monitoring, and administrative services at both Sears Roebuck and K-Mart retail store locations under Master Services Agreement between 2001-2006. Nearly 100 work orders accomplished by Amec Foster Wheeler personnel in numerous offices throughout U.S.; retail locations in many major metropolitan and smaller areas in 22 states throughout the U.S. and in the District in Columbia. Responsible for design Phase I CADD and drawings showing sampling locations.

**District of Columbia Site Soil and Groundwater Investigation, Remediation Services, Confidential Client, Washington, District of Columbia. CADD Designer.** Site investigations and corrective actions to address two releases of petroleum on vacant lot formerly occupied by retailer vehicle service center. Conducted comprehensive site assessment (including soil borings and well installations), removal of two 1,000-gallon storage tanks, geophysical surveys and excavation of test pits to conduct subsurface investigation. Approximately 2,000 tons of contaminated soil removed from one site, 5,000 tons from the other. Responsible for draft soil borings locations.



Richard S. Pletz, PG  
Project Scientist



Core skills

Remedial Investigations, Phase I and II ESA, Health and Safety, Groundwater Monitoring

Professional summary

Mr. Pletz has professional experience as a Project Manager and planner on remedial investigations of contaminated sites, including three with REACT. His experience includes groundwater monitoring, air and soil gas monitoring, site classification, investigation related to site remediation, emergency response, OSHA and EPA training and industrial compliance. Mr. Pletz is also the Local Health and Safety representative for the Peoria, Illinois office.

Representative projects

Categories B, & C

**Midwest Industrial Facility Remediation Design, Operations & Maintenance 1994-2010, Confidential Client, Undisclosed Facility Location, Illinois.**

**Construction Observation.** Environmental remediation services including site investigation, design and construction of groundwater remediation system, and O&M of system, which uses vapor extraction system (SVE) for treatment of groundwater at 4-acre site impacted by petroleum by-products and other chemicals. Total fluids extraction system operated for 43 extraction wells and 3 Horizontal well screens. System includes two 25-Hp extraction blowers and catalytic oxidizer. Responsible for oversight and operation of soil vapor extraction pilot study.

**Fortune 200 Manufacturer RotoFinish Superfund Site Monitoring and Remedial Design, Confidential Client, Portage, Michigan. Geologist.** Performed vertical aquifer sampling VAS to depths up to 220 feet at 22 locations and developed and implemented Remedial Design Work Plan as part of Record of Decision (ROD) for 5-acre Superfund site near Kalamazoo-Battle Creek Airport, for which Monitored Natural Attenuation (MNA) as Preferred Alternative as designated remedy. Responsible for groundwater quality sampling and soil investigation.

**Paris Service Station Site Underground Storage Tank (UST) Emergency Response Services, Freedom Oil Company, Paris, Illinois. Geologist.**

Emergency response and mitigation services for a public school and municipal sewer line following petroleum release from leaking USTs, and remediation of impacted subsurface media. Provided court expert testimony and liability mediation. Services involved 1-acre area around the service station, plus areas near public high school and one-half city block involving municipal sewer. Responsible for planning, coordinating, and managing field activities for soil removal including field design and implementation of emergency vapor and groundwater extraction system.

Category B

**Landfill Post Closure Engineering Services, City of Princeton, Princeton, Illinois. Project Scientist.** Provided leachate sampling, groundwater monitoring and methane gas sampling support services to the City of Princeton for their closed municipal waste landfill. Responsible for the completion of quarterly groundwater and methane gas sampling and quarterly and annual reporting associated with maintaining compliance with the closure permit for the facility. Responsible for

Education

National Diploma, Geology,  
Monmouth College, 1987

Professional

qualifications/registration(s)  
Professional Geologist, IL,  
196.000248, 1997

Certifications and training

HAZWOPER 40 Hour, expires -  
12/50

HAZWOPER 8 Hour Refresher,  
expires - 04/12

HAZWOPER 8 Hour  
Supervisor, expires - 12/50

O.S.H.A. 40-Hour Hazardous  
Waste Training

O.S.H.A. 8-Hour Site  
Supervisor Training for  
Hazardous Materials/Waste  
Site Operations

Experience

Amec Foster Wheeler: 1990  
(Year started)

Industry: 1987 (Year started)

Continued.

coordinating field and laboratory activities in conjunction with leachate sampling, groundwater monitoring, and methane gas sampling for a closed municipal waste landfill.

**Chemical Manufacturer Paint and Solvent Contamination Site Investigation and Remedial Design, Confidential Client, Marion, Illinois. Project Scientist.** Pre-design investigation, remedial design, and implementation of remedial action to address historic soil and groundwater contamination by paint and cleaning solvents. Responsible for soil and groundwater sampling and health and safety.

**CCI Crane Carrier Manufacturer, Confidential Client, Tulsa, Oklahoma. Geologist.** Assisted in the development and implementation of Phase II investigation activities at a Tulsa facility as part of client's acquisition of another company. Multiple iterations of investigation activities were completed to define the horizontal and vertical extent of soil and groundwater impacts associated with historic operations at the location. Also prepared reports associated with the activities and MACTEC acted as point of contact for the Oklahoma Department of Environmental Quality. Responsible for Phase II assessments and sampling.



# State of Illinois

## Department of Financial and Professional Regulation

### Division of Professional Regulation

LICENSE NO. 196.000248

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.

EXPIRES: 03/31/2017

### LICENSED PROFESSIONAL GEOLOGIST

**RICHARD SCOTT PLETZ**  
28854 N COUNTY HWY 19  
CANTON, IL 61520



*Bryan A. Schneider*

BRYAN SCHNEIDER  
ACTING SECRETARY

*Jay Stewart*

JAY STEWART  
DIRECTOR

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

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## David G. Tully, PE

### Environmental Branch Manager



#### Core skills

Petroleum Remediation, Phase I and II ESA, Site Investigation, Underground Storage Tank Removal, Project Management, Health & Safety Stewardship

#### Professional summary

Mr. Tully has over 23 years of experience investigating, remediating, and closing various petroleum related, industrial, and commercial sites. David has performed rapid response activities, environmental site assessments, due diligence, conducted pilot tests, designed and installed remediation systems, and completed site closure evaluations. David's responsibilities include technical oversight, review of regulatory reports, litigation support, health and safety stewardship, and ensuring compliance with client and regulatory requirements. He has managed environmental operations at retail and bulk storage petroleum facilities, petroleum pipelines, and industrial locations, and has been involved with over 500 leaking underground storage tank projects.

#### Representative projects

##### Categories A, B & C

**Former Sauget and Joliet Illinois Refinery, ExxonMobil Oil Corporation, Sauget and Joliet, Illinois. Senior Project Manager.** Senior project manager for utilizing the Tiered Approach Corrective Action Objects (TACO) approach to remediate the site impacted by historical operations. Comprehensive characterizations consisting of due diligence assessments, subsurface investigations, data evaluation, impact assessments, agency negotiations, and reporting is being performed in order to pursue no further remediation (NFR) letters.

##### Categories B & C

**ExxonMobil Portfolio, ExxonMobil Oil Corporation, Various Midwest Locations – Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Kansas, Wisconsin. Prior firm experience - 2001 to 2014. Prior Firm Experience. Local Account Manager:** Provided the day-to-day senior management of the environmental programs in the Midwest region for the purpose of: 1) implementing ExxonMobil's health and safety program and management systems 2) providing technical support & resource coordination, and 3) management of multiple portfolios of environmental remediation liabilities and financial reserves.

- ▶ Implemented and provided senior stewardship for the safety management system (LPS™).
- ▶ Senior technical and program resource with responsibility for all environmental programs/projects including: regulatory compliance, environmental remediation liability management and forecasting, property and business transaction due diligence, remediation of active facilities, legacy sites, and non-operating properties, and various environmentally related special projects.
- ▶ Oversaw multiple divestments for several retail service station portfolios (ranging from 13 to 81 locations) and multiple active terminals.
- ▶ Provided senior oversight and field support for rapid response activities.
- ▶ Stewarded metrics/scorecard to benchmark & drive improvement of compliance and performance.

#### Education

Bachelor of Science,  
Geological Engineering, South  
Dakota School of Mines &  
Technology, 1991

#### Professional qualifications/registration(s)

Professional Engineer, IL, 062-  
053775, 2001

Professional Engineer, WI,  
32205-6, 1997

#### Certifications and training

OSHA Hazardous Waste Site  
Supervisor (29CFR 1910.120)

OSHA Hazardous Waste Site  
Worker Training  
(29 CFR 1910.120)

US DOT Operator Qualification  
(OQ)

First Aid / CPR Certified

#### Experience

Amec Foster Wheeler: 2014  
(Year started)

Industry: 1992 (Year started)

#### Honors and awards

Outstanding Graduate Award,  
2002, South Dakota School of  
Mines & Technology

Continued.

**CITGO Portfolio, CITGO Petroleum Corp., Various Midwest Locations – Illinois, Indiana, Iowa, Michigan, Wisconsin. 2001 to 2014. Prior firm experience. Local Account Manager.** Provided project management on a regional basis for environmental services at various terminals and pipeline facilities in the upper Midwest associated with legacy liability and new releases. Activities include initial response oversight, site assessment, soil excavation, remedial system pilot testing, design, and installation, natural attenuation monitoring, risk based closure evaluations, progressing to project close-out. Through the successful management efforts, negotiations with regulatory agencies, and use of risk based tools, a significant number of sites were brought to closure/No Further Action. In addition, provide Spill Prevention, Control and Countermeasure (SPCC) Plan evaluation and report preparation services at many of the active facilities.

#### Remediation

**Former Monterey Coal Mine #2, ExxonMobil Oil Corporation, Albers, Illinois. Prior firm experience, \$1.3M per year, 2011 to 2014. Senior Project Engineer.** Serving as senior project manager for all reclamation and environmental activities. Facility consisted of ~1,300 acres associated with a closed underground coal mine. Refuse Disposal Areas remain in-place and resulted in groundwater impacts. Responsible for ongoing site characterization, field activity planning, field activity oversight, and remedial system upgrade and construction oversight. Interfaced regularly with state regulatory agencies to ensure all compliance issues are met. Site activities consist of routine monitoring, ongoing mine reclamation activities, groundwater/surface water processing, slurry wall monitoring, and NPDES reporting. Provided technical expertise for subsidence related claims.

**Pipeline Release Recovery System, Confidential Client, Lockport, Illinois. \$125,000 per year, 2010 to 2014. Prior firm experience. Senior Engineer.** Serve as senior engineer for the operation of a multi-phased recovery system that included limited geological and hydrogeological investigation, treatment system, well and piping design, NPDES permitting, construction bid management, on-site construction management, and system upgrade. System includes various product and groundwater recovery wells, a groundwater interception trench, large scale water treatment facility and a stand-alone soil vapor extraction (SVE) system.

**Pipeline Release Response, Confidential Client, Alsip, Illinois. \$600,000, 2004 to 2014. Prior firm experience. Senior Engineer/Project Manager.** Serve as senior engineer/project manager for a subsurface pipeline release from the initial response activities through closure. Activities included initial site investigation, remedial system design/installation, operation and monitoring (O&M), a Tiered Approach to Corrective action Objectives (TACO) risk based evaluation, and obtaining No Further Remediation (NFR) determination from the state through the Site Remediation Program.

**Former Crude Storage Terminal, ExxonMobil Oil Corporation, Wilmington, Illinois. \$250,000, 2011 to 2014. Prior firm experience. Project Manager.** Serve as project manager and lead engineer for the subsurface investigation and remedial action implementation at this site. Goal was to characterize and define environmental impacts and address areas of free phase crude oil. Based on data collected during the site investigation, a remedial action plan was developed and



Continued.

implemented which consisted of the removal and disposal of approximately 500 cubic yards of impacted soils.

**Former MPG Facility, ExxonMobil Oil Corporation, Cicero, Illinois. \$750,000, 2011 to 2014. Prior firm experience. Project Manager.** Serve as project manager and lead engineer for the subsurface investigation and remedial action implementation at this site. Goal was to characterize Benzene concentrations exceeding site specific soil saturation levels associated with residual coal tar. Based on additional data collected during the site investigation, a remedial action plan was being developed to greatly reduce the extent of soil needing active remediation. In addition, provided expertise to eliminate the need to notify surrounding properties and the local government under the Illinois "Right to Know" statutes.

**Former Bulk Plant, ExxonMobil Oil Corporation, Rensselaer, Indiana. Prior firm experience, \$250,000, 2008 to 2012. Prior firm experience. Project Manager/Lead Engineer.** Serve as project manager and lead engineer for the demolition of a small site warehouse, underground oil/water separator, and 6 aboveground storage tanks (ASTs) and the subsequent subsurface investigation and remedial action implementation at this site. Significant savings were reflected through use of restrictive covenants.

**Various Leaking Underground Storage Tank (LUST) Sites (IA, IL, IN, KS, MO, and WI). Prior firm experience. Project Engineer/Manager.** Served as project engineer/manager for investigations and remediation activities at these sites including hydrogeological investigations, remedial system design, permitting, and construction management at over 500 locations throughout the Midwest. Through ongoing communications demonstrating site knowledge, progressive thinking, and negotiations with the regulatory agencies, sites were often progressed to no further action status ahead of scoped schedule.

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
**062.053775**

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.

EXPIRES:  
**11/30/2015**

### LICENSED PROFESSIONAL ENGINEER

**DAVID G TULLY**  
**236 CONCORD DRIVE SOUTH**  
**OSWEGO, IL 60543**



*Manuel Flores*

MANUEL FLORES  
ACTING SECRETARY

*Jay Stewart*

JAY STEWART  
DIRECTOR

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

**8115185**



## Eric J. Walkowiak, PE

### Senior Chemical Engineer



#### Core skills

Process Engineering, Wastewater Design, Groundwater Remediation, Environmental Sampling Programs, IL Site Remediation Program

#### Professional summary

Mr. Walkowiak has 15 years of experience in chemical and environmental engineering. Mr. Walkowiak's expertise in chemical and environmental engineering results from a strong background in groundwater remediation systems, wastewater treatment, and air monitoring and pollution control. He has worked with industrial facilities to ensure they remain in compliance with local and state environmental regulations. In addition, Mr. Walkowiak has provided remediation and construction oversight activities for a number of projects.

Groundwater projects have included design and operations, monitoring & maintenance (OM&M) of air-sparge / soil vapor extraction systems; groundwater extraction systems; in-situ chemical oxidation oversight; and routine groundwater monitoring.

#### Representative projects

##### Categories A, B, & C

#### **Powell Replacement School Environmental Consultant Management, Public Building Commission of Chicago, Chicago Illinois. Project Engineer.**

Environmental consulting services during site design through construction for the Powell Replacement Elementary School Project. This project began with a Phase I performed for Chicago Public Schools in 2006. No recognized environmental conditions (RECs) were discovered as a result of this Phase I. However, in 2009, Amec Foster Wheeler was asked to provide construction oversight and design services for the Public Building Commission on this same school site. During trenching activities to investigate subsurface anomalies at the property, free-phase oil was noted in the trench pit. Amec Foster Wheeler investigated this oil and delineated the extent of impacted soils. Based on that delineation, a Comprehensive Site Investigation Report, Remediation Objectives Report and Remedial Action Plan (CSIR/ROR/RAP) were prepared. Amec Foster Wheeler used averaging to limit the amount of required remediation at the site. Amec Foster Wheeler then oversaw the remediation of the oil and contaminated soils, which was performed as part of construction activities at the site. Construction and soil excavation were completed and Amec Foster Wheeler submitted a Remedial Action Completion Report (RACR) resulting in a No Further Action Letter for the site. Responsible for leading field environmental investigations including oversight of trenching and test-pitting and subsequent soil and groundwater sampling. Oversight during site construction included the review and approval of contractor submittals as required by contract specifications and documentation of soils removal and backfill deliveries and placement at the site. Also assisted in the preparation of the CSIR/ROR/RAP and subsequent RACR.

**Avondale/Irving Park Area Elementary School Construction Oversight, Public Building Commission of Chicago, Chicago Illinois. Project Engineer.** Responsible for performing the Phase II Environmental Site Assessment which included ground penetrating radar (GPR) survey of the property and subsequent investigative test pits to determine if underground

#### Education

Bachelor of Science, Chemical Engineering, University of Illinois at Urbana-Champaign, 2000

#### Professional qualifications/registration(s)

Professional Engineer, Illinois (062-060458), 2008

#### Certifications and training

8-hour First Aid / CPR Safety

Certified Illinois Class K Wastewater Treatment Plant Operator

OSHA 40-hour HAZWOPER Certification

OSHA 8-hour Supervisor Certification

e-Railsafe

Amtrak Contractor Safety Training

#### Experience

Amec Foster Wheeler: 2001 (Year started)

Industry: 2000 (Year started)

#### Memberships/affiliations

American Institute of Chemical Engineers



Continued.

storage tanks (USTs) were located on the property. Performed environmental oversight during soil movement and backfill activities during site preparation and construction. This included the review and approval of contractor submittals as required by contract specifications, documentation of soils removal and backfill deliveries and placement at the site, and preparation of closeout report.

#### Categories B & C

**Howard Park Soil Remediation Services, Confidential Client, Wilmette, Illinois. Staff Engineer.** Under Illinois EPA (IEPA) Leaking Underground Storage Tank (LUST) program at site impacted by gasoline UST owned by local municipality, removed USTs, prepared all IEPA LUST submittals, performed Site Classification and delineation, and prepared IEPA-approved LUST Corrective Action Plan. Designed, installed and operated air sparge / soil vapor extraction (AS/SVE) remediation system. Treatment area encompassed sections of police parking lot and active park downgradient from source area. After anticipated remediation period was completed, collected confirmatory soil samples to show site was remediated. Prepared Corrective Action Completion Report requesting pathway exclusion under IEPA Tiered Approach to Corrective Action Objectives (TACO) and No Further Remediation (NFR) determination from IEPA. Responsible for Operations, Monitoring, & Maintenance (OM&M) of treatment system; assisted in initial design and construction specifications; performed routine air sampling and maintenance on system until remediation goals were met within proposed timeline; prepared and submitted annual emissions reports to the Illinois EPA and assisted with LUST reimbursement package; performed contractor oversight during treatment system demolition.

**Manufacturing Facility Groundwater Remediation and Monitoring, Avaya, Inc., Montgomery, Illinois. Staff Engineer.** Environmental services for comprehensive site investigation, risk assessment, and remedial design and implementation efforts associated with decommissioning a 45-acre, former printed circuit board manufacturing facility where decrease of 37% to 99% in total chlorinated-VOC concentrations in groundwater have been documented onsite. Responsible for supervising and performing quarterly groundwater monitoring program at razed printed circuit board manufacturing facility; acted as resident engineer during remediation of chlorinated solvents lying in the shallow aquifer by using in-situ chemical oxidation; performed post-remediation sampling and assisted in the preparation of the completion report to the Illinois EPA.

**Little Village High school, Chicago Public Schools, Chicago, Illinois. Staff Engineer.** Provided onsite environmental assistance at large brownfield development project at former vegetable oil production facility. Collaborated with demolition contractors for onsite soil allocation. Ensured proper placement of environmentally impacted soil and clean fill material through activities such as soil sampling and the preparation of daily logs. Assisted in the preparation of completion report deliverable to Illinois EPA.

**Sacramento Boulevard Site Investigation, Remediation Construction Oversight and RACR Preparation, Chicago Green Works, Chicago, Illinois. Staff Engineer.** Site investigation, remediation construction oversight, and document preparation for 13-acre former "back" section of 445 North Sacramento Boulevard. Site previously occupied by foundry and other industrial operations; entered into Illinois EPA's Site Remediation Program (SRP) in 1999. Site to become new "Green" industrial park with 20,000-SF LEED (gold-certified) office headquarters and warehouse on site. Previous Amec Foster Wheeler Phase II environmental site assessment included 79 soil borings and 105 soil samples, and installation of 4 groundwater monitoring wells. Prepared documents included comprehensive site investigation report, remedial objectives report, remedial action plan (RAP), and remedial action completion report (RACR). All reports compiled in accordance with IEPA SRP program. Responsible for providing onsite observation during remedial activities and participating in development of reports.



# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
**062.060458**

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.

EXPIRES:  
**11/30/2015**

### LICENSED PROFESSIONAL ENGINEER

**ERIC J WALKOWIAK**  
**1021 N LEAVITT ST APT 1**  
**CHICAGO, IL 60622**



MANUEL FLORES  
ACTING SECRETARY

JAY STEWART  
DIRECTOR

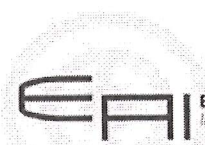
The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**8143036**

Cut on Dotted Line ✂







**Environmental Analysis Inc.**  
*Industrial Hygiene Specialists*

Suite 2 C  
348 N Ashland Ave.  
Chicago, IL 60607  
Tel: (312) 491-8800  
Fax: (312) 491-8900

ENVIRONMENTAL – ASSESSMENT, DESIGN, PROJECT MANAGEMENT & RISK CONTROL  
Certified SBA 8(a)/Women/Minority Business Enterprise

**Jesus Delgado**  
**Project Manager**  
jesus@eanalysisinc.com

Mr. Delgado has worked in the environmental business for more than 8 years managing environmental lead, asbestos, and soil abatement/remediation projects. Mr. Delgado's field experience includes environmental project management to ensure projects are performed according to all current regulations as well as the development of bid documentation and specifications which typically involve the following tasks:

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

#### **PERSONAL EXPERIENCE:**

As a Project Manager at Environmental Analysis, Inc., Mr. Delgado is directly responsible for the day to day operation and management of Asbestos, Lead, & Soil Remediation field projects. He aids in compiling and reviewing reports, attends construction meetings and manages projects to ensure compliance to both government regulations and scope of work. Mr. Delgado has been responsible for managing, scheduling and the coordination of EAI projects such as, Chicago Public Schools, Columbia College, Public Building Commission of Chicago projects and many others. Mr. Delgado also aids in the preparation and maintenance of all applicable regulatory documents regarding demolition, abatement, air sampling, soil sampling, ground water monitoring, and bulk sampling. Mr. Delgado conducts sampling for asbestos, lead, soil, and mold.

#### **COMPUTER SKILLS:**

Proficient in using Excel, Word, Word Perfect, PowerPoint, Adobe Acrobat, and Outlook

#### **PROFESSIONAL REGISTRATIONS/CERTIFICATIONS:**

-Illinois Department of Public Health Certifications:

IDPH Licensed Asbestos Project Manager (100-11170)

IDPH Licensed Air Sampling Professional (100-11170)

IDPH Licensed Asbestos Inspector (100-11170)

IDPH Licensed Lead Risk Assessor (012146)

-Environmental Protection Agency Certifications:

40 Hour Waste Operations and Emergency Response Supervisor Training

**PROJECT RELATED EXPERIENCE:**

**Whitney Young Public Library:** Public Building Commission of Chicago (PBCC) received USEPA Cleanup Grant and Revolving Loan Fund (RLF) to remediate the Whitney Young Public Library site. A suspected dry cleaning operation was historically present, and the soil is impacted with chlorinated volatile organic compounds (VOCs) over soil saturation and residential inhalation limits. Oversight and documentation during soil excavation, import, and export activities was conducted by Jesus Delgado.

**Oriole Park Elementary School:** Public Building Commission of Chicago (PBCC) project at the Oriole Park Elementary School. Jesus Delgado was responsible for ensuring that Ground Point Radar Survey was being properly conducted by GPRS. Jesus Delgado documented any anomalies and utilities located by Ground Point Radar Survey.

**Education:** Saint Lawrence Seminary, Mount Calvary, WI, 2001 to 2005





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

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

3/31/2015

**JESUS M DELGADO**  
7854 W. 87th Parkway  
Bridgeview, IL 60455

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 11170

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

CERTIFICATE EXPIRATION DATE

INSPECTOR

2/10/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

10/31/2015

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 - 11170	3/31/2015	05/15/2016

**JESUS M DELGADO**  
7854 W. 87th Parkway  
Bridgeview, IL 60455

Environmental Health



PROTECTING HEALTH, IMPROVING LIVES

1/8/2015

LICENSE NUMBER: 012146  
JESUS DELGADO  
7854 W. 87th Pkwy.  
Bridgeview, IL 60455

### 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
012146	1/8/2015	1/31/2016
JESUS DELGADO 7854 W. 87th Pkwy. Bridgeview, IL 60455		



ILLINOIS LEAD PROGRAM  
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 JESUS DELGADO  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 10/31/2014 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.



10/31/2014

Course Dates:

10/31/2015

Expires:

1410CSR01

Certificate Number:

Phone: 312-491-0081

FORM # A-008

*N. Penoff*

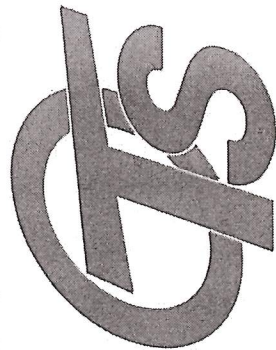
Director of Training

Nicholas J. Penoff

Doctor of Public Health



2015



**OCCUPATIONAL TRAINING & SUPPLY, INC.**

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

Environmental Engineering Services  
AMEC Foster Wheeler Environmental & Infrastructure Inc.

# Asbestos Building Inspector Refresher

Occupational Training & Supply, Inc. certifies that

**Jesus Delgado**

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

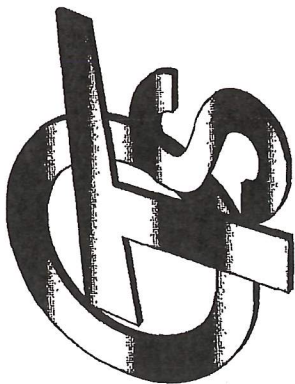
Exam Date: 2/10/2015

Expiration Date: 2/10/2016

Certificate Number: BIR1502100574

Kathy DeSalvo, Director





# Occupational Training & Supply, Inc.

7233 Adams Street • Willowbrook, IL 60527 • (630) 655-3900

## Jesus Delgado

has successfully completed the Asbestos Fiber Counting Course,  
NIOSH 582 Equivalent, Sampling and Evaluating Airborne Asbestos Dust.

### Asbestos Fiber Counting

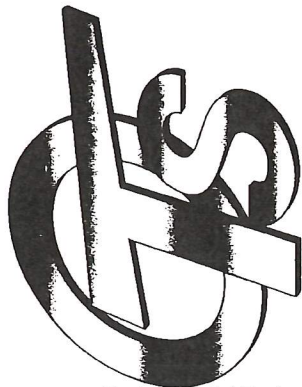
NIOSH 582 Equivalent Sampling and  
Evaluating Airborne Asbestos Dust

Course Date: April 24-27, 2006

Certificate: ASP0604271103

  
Kathy Nicholson, Director

2006



Environmental Engineering Services  
AMEC Foster Wheeler Environmental & Infrastructure Inc.

# Occupational Training & Supply, Inc.

7233 Adams Street • Willowbrook, IL 60527 • (630) 655-3900

## Lead Risk Assessor Refresher

Occupational Training and Supply, Inc. certifies that

# Jesus Delgado

has successfully completed the 8 hour Lead Risk Assessor Refresher course  
and has passed the competency exam with a minimum score of 70%. This course is accredited by the Illinois  
Department of Public Health in accordance with the Illinois Lead Poisoning Prevention Code.

2013

*Kathy DeSalvo*  
Kathy DeSalvo, Director

Certificate: LRAR1301080217

Exam Date: 1/18/2013

Course Date: 1/18/2013

Expiration Date: 1/18/2016





**Environmental Analysis Inc.**  
*Industrial Hygiene Specialists*

Suite 2 C  
348 N Ashland Ave.  
Chicago, IL 60607  
Tel: (312) 491-8800  
Fax: (312) 491-8900

**ENVIRONMENTAL – ASSESSMENT, DESIGN, PROJECT MANAGEMENT & RISK CONTROL**

*Certified SBA 8(a)/Women/Minority Business Enterprise*

**IAN T. JARRETT**

**Project Manager, EAI**

**ian@eanalysisinc.com**

**Cell: 708 288-1847**

Ian has worked in the environmental business for 12 years and within that period has performed a number of roles in several different aspects of environmental consulting. Ian's duties include project management and on-site project oversight to insure that the project is performed according to all current regulations as well as plans and specifications and typically perform the following tasks:

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

**Professional Experience**

Ian has worked in the environmental business for 12 years and has performed several different aspects of environmental consulting. Ian's duties include Phase I and Phase II Site Assessments, Environmental Project Management, IAQ Air Sampling, Soil Sampling, Asbestos, Lead and Mold Inspection, Sampling and soil remediation oversight.

**Environmental Oversight Experience**

**Chicago Public Schools (CPS) Chicago, IL 2000 – Present**

Mr. Jarrett performed AHERA 3-year re-inspections within 60 CPS school buildings for Carnow, Conibear and Associates, a Managing Environmental Consultant under contract with the CPS. The 3-year re-inspections involved re-assessing and documentation of change in condition of confirmed and assumed asbestos containing building materials and submitting to the management planner for review and approval. Mr. Jarrett has conducted project management oversight and sampling services for both asbestos and lead abatement/mitigation projects at more than one-hundred Chicago Public Schools performing these duties throughout the course of his career.

**Columbia College of Chicago**

Mr. Jarrett has performed several Lead-Based Paint and Asbestos Surveys of several buildings on the Columbia College Campus in the process of data assembly for the production of asbestos and LBP Management Plans. All asbestos-containing materials and LBP components were cataloged and recorded for future use. These plans would be used by University safety personnel in the future renovations of the buildings. In addition, Mr. Jarrett performed project oversight for numerous abatement and mitigation projects, coordinating with the selected Environmental Contractors. This oversight included submittal assembly and enforcement of all applicable state and federal regulations, including air sampling during and post-abatement.

**Ford Assembly Plant – Hazelwood, Missouri**

Mr. Jarrett was the on-site Project Manager for oversight of the decommissioning and demolition of the 4,000,000 square-foot assembly plant, which included asbestos abatement of large quantities of asbestos-containing materials. Mr. Jarrett worked directly with General Contractor and Abatement Contractor management for schedule coordination, worked closely with Missouri Department of Natural Resources inspectors when site visits were requested. During abatement activities, Mr. Jarrett performed air sampling duties and enforced all regulatory requirements for abatement procedures. In addition, Mr. Jarrett was the primary inspector during the asbestos survey performed prior to the project start.

**Outboard Marina Corp Demolition – Waukegan, IL**

Mr. Jarrett performed third-party air monitoring for the Environmental Contractor throughout the course of the pre-demolition abatement of the 1,000,000 square-foot assembly plant. In addition, Mr. Jarrett coordinated continually with Owner Representatives for post-completion walk-throughs and inspection of abated work areas.

**Soldier Field Renovation – Chicago, IL**

Mr. Jarrett was the primary Air Sampling Professional (ASP) for the asbestos abatement activities prior to and during the complete renovation of Soldier Field. Mr. Jarrett worked in concert with the Environmental Contractor, collecting all submittals pertinent to the project. In addition, Mr. Jarrett was responsible for selecting appropriate sampling locations for perimeter air monitoring, which was performed 24-hours a day during abatement activities. Mr. Jarrett also performed clearance air sampling following the completion of abatement in any given work area.

**AT&T Services– Various Locations**

Mr. Jarrett has been responsible for the oversight of asbestos and lead abatement projects at more than 20 central operations locations throughout Illinois. Among the responsibilities Mr. Jarrett has been tasked with are conducting air monitoring during and post-abatement. In addition, Mr. Jarrett



*Ian T. Jarrett*

*Professional Resume*

is also responsible for providing the client with a final comprehensive asbestos abatement report including all submittals from the contractor and a project summary. Mr. Jarrett has also conducted several asbestos and lead-based paint building inspections in specified work locations for AT&T at more than 20 locations, after which Mr. Jarrett issues comprehensive reports that catalog survey findings.

**Other Oversight Experience:**

- ☐ **University of Chicago, Lab School Renovation**
- ☐ **Chicago Public Schools Headquarters Boiler Demolition and Replacement**
- ☐ **Metropolitan Water Reclamation District – Multiple Locations**
- ☐ **The Art Institute of Chicago and School of the Art Institute**
- ☐ **Argonne Laboratory**

**Phase I and II Site Assessment Field Work Activities**

Mr. Jarrett assists project engineers on various projects by performing Phase I and Phase II site surveys, sample collection and the preparation of final reports. Mr. Jarrett has assisted in the following projects requiring Phase I and Phase II Site Assessments:

- ☐ **Whitney Young Library Expansion (Public Building Commission)**  
Perform full-time oversight of soil Remediation Contractor and enforcement of all Public Building Commission (PBC) project specifications. Performed oversight of In Situ Chemical Oxidation (ISCO) Treatment on-site, including delineation of contamination sampling, tracking of all materials imported and exported from site.
- ☐ **Southwest Area High School, 77<sup>th</sup> and Homan, Chicago IL (Public Building Commission)**  
Perform full-time oversight of soil Remediation Contractor for export of contaminated and non-contaminated soils. Mr. Jarret was involved with daily tracking of waste soils from site to landfills.

**EDUCATION**

Mount Carmel High School, 1992-1996

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

**COMPUTER SKILLS** - Proficient in Excel, Word, PowerPoint, Adobe Acrobat, Outlook.

**PROFESSIONAL REGISTRATIONS/CERTIFICATIONS**

Illinois Department of Public Health Licensed Asbestos Project Manager

Illinois Department of Public Health Licensed Air Sampling Professional

Illinois Department of Public Health Licensed Asbestos Inspector

Illinois Department of Public Health Licensed Lead Paint Inspector

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







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

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

3/31/2015

IAN T JARRETT  
9546 S MOZART  
EVERGREEN PARK, IL 60805

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 10198

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

CERTIFICATE EXPIRATION DATE

INSPECTOR

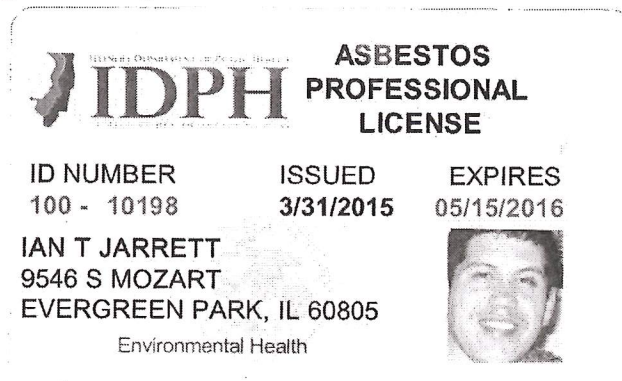
3/23/2016

PROJECT MANAGER  
AIR SAMPLING PROFESSIONAL

3/13/2016

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>



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 IAN JARRETT  
has completed the Contractor/Supervisor Recertification course and passed the examination  
on 03/13/2015 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

03/13/2015

Course Dates:

03/13/2016

Expires:

1503CSR06

Certificate Number:

*N. Penneff*

Director of Training

Nicholas J. Penneff

Doctor of Public Health

Phone: 312-491-0081

FORM # A-008



# CERTIFICATE OF ACHIEVEMENT ASBESTOS ABATEMENT

Accredited by the Illinois Department of Public Health

This is to certify that IAN JARRETT  
has completed the ASBESTOS INSPECTOR'S REFRESHER course and successfully passed the  
examination on 03/23/2015 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:

1503BIR12

Certificate Number:

Phone: 312-491-0081

*N. Penneff*  
\_\_\_\_\_  
Director of Training  
Nicholas J. Penneff  
Doctor of Public Health

FORM # A-010B



Larry Jackson & Associates, LTD.  
9757 S. Kingston • Chicago, IL 60617

THIS  
THAT

CERTIFIES

323-78-1888

Has successfully completed the

**NIOSH 582 COURSE**

*Sampling and Evaluating Airborne Asbestos Dust*

With a minimum score of 70 percent or greater for accreditation.

Course Date: DECEMBER 3, 2001

Expiration Date: NONE

This course is fully approved by the Illinois Department  
of Public Health for the purpose of accreditation.

Examination Date: DECEMBER 7, 2001

Accreditation: 12701N8280

*Larry Jackson*  
Signature

TOTAL P.01





LEAD ID	ISSUED	EXPIRES
011336	1/5/2015	1/31/2016

Ian T Jarrett  
9546 S Mozart

Evergreen Park, IL 60805



ILLINOIS LEAD PROGRAM  
Environmental Health

Alteration of this license shall result in legal action  
INSPECTOR CERTIFICATE EXPIRES 5/17/2016

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

# CERTIFICATE OF ACHIEVEMENT

## LEAD INSPECTOR'S TRAINING

Accredited by Illinois Department of Public Health

IAN JARRETT

This is to certify that \_\_\_\_\_ has completed the 1-day INSPECTOR RECERTIFICATION course and successfully passed the examination on 05/17/2013 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.



*N. Duff*

05/17/2013

Course Dates:

05/17/2016

Expires:

1305LIR02

Certificate Number:

Phone Number:

(312) 491-0081

Director of Training

Nicholas J. Peneff

Doctor of Public Health

FORM # L-010



**SALVATORE CONSALVI, P.G.**  
**Project Geologist**

**EDUCATION**

Purdue University: B.S. Geology

**CERTIFICATION**

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

**SUMMARY OF QUALIFICATION**

Mr. Consalvi is a registered Professional Geologist and has more than 20 years experience in environmental consulting services. Mr. Consalvi has extensive field experience in performing site assessments and remediation. He has performed numerous hydrogeological studies, soil and groundwater sampling, remedial investigation and feasibility studies at complex industrial and RCRA sites, leaking underground storage tank sites, landfills and naval stations. In addition to environmental investigations, Mr. Consalvi's other expertise includes geotechnical investigations and concrete testing, aquifer testing, hydric soil investigations, wetland delineations, air sampling and asbestos abatements.

**EXPERIENCE**

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

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

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

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

*Yung Environmental, Inc.*

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

### **REPRESENTATIVE PROJECTS**

**Public Building Commission Projects in Chicago, Illinois – Remediation and Field Oversight.** Performed soil and groundwater sampling. Provided soil remediation and soil excavation oversight. Compiled daily field logs and reports.

**Berwyn Development, Berwyn, Illinois – Field Geologist.** Performed tank and soil removal oversight. Collected soil samples from final excavations. Coordinated with drilling contractor for advancement of soil borings and installation of monitoring wells. Performed soil and groundwater sampling, well survey and slug tests. Prepared soil boring logs and well completion diagrams.

**Various Phase II ESAs and LUST Projects, Illinois – Project Geologist.** Developed Health and Safety Plans. Performed soil and groundwater sampling. Conducted well survey and slug tests. Assisted in developing Tier II calculations, groundwater modeling and preparation of reports and corrective action plans.

*Yung Environmental, Inc.*



## **CARMEN Y. YUNG, LEED AP**

### **EDUCATION**

BS Geology – University of Hong Kong

### **CERTIFICATION**

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

### **SUMMARY OF QUALIFICATIONS**

Ms. Yung was a project manager of Leaking Underground Storage Tank Program with the Illinois Environmental Protection Agency. She has over 20 years experience in environmental consulting services. She has extensive technical and regulatory experiences in developing site characterization and remedial alternatives, performing risk-based assessments, performance of Phase I and Phase II environmental site assessments, compliance audits, leaking underground storage tank removals, assessments and reporting, air, land and water permitting, and obtaining site closure from the regulatory agencies. She has managed and obtained regulatory closures for numerous projects under the Leaking Underground Storage Tank (LUST) Program and the Illinois Site Remediation Program (SRP). In addition, due to her prior employment with the Illinois Environmental Protection Agency (IEPA), she is very knowledgeable with state and federal environmental regulations and has front-line experience working with state and federal regulatory agencies.

### **EXPERIENCE**

Ms. Yung has performed over 100 Phase I/Phase II environmental site assessments and compliance audits at commercial and industrial facilities. She is able to identify the environmental issues and can assist the client with problem solving and solutions.

Ms. Yung was a project manager of the Leaking Underground Storage Tank (LUST) Program with the Illinois Environmental Protection Agency. In the past 15 years, she provided project management, technical report writings (45-Day Report, Site Classification Work Plan, Site Investigation Completion Report, Corrective Action Plan and Corrective Action Completion Report) and oversight of site assessment and remediation activities for numerous LUST sites owned by big oil companies. Due to her extensive regulatory and technical experiences and her ability to understand and meet clients' needs enables her to be instrumental in negotiating with regulatory agencies and achieving closure at LUST project sites. Ms. Yung also has performed risk-based assessments (TACO), Tier II and Tier III evaluations and groundwater modeling to

*Yung Environmental, Inc.*

evaluate risks related to environmental impact and negotiate site closure. Ms. Yung also specializes in preparing claims for obtaining reimbursement of site assessment and remediation costs from the LUST Trust Fund. She has thorough understanding of the procedures and requirements for obtaining reimbursement. She has numerous successes in obtaining reimbursements for the clients in a timely manner.

Ms. Yung has provided comprehensive environmental consulting services to industrial clients including a nationwide transportation company and a major railroad company. Services provided including consulting on health and safety and compliance issues, storm water sampling, preparation of Storm Water Pollution Prevention Plans (SWPPP), Spill Prevention Control and Countermeasures Plans (SPCC), air emission reports, site investigation and remediation for releases of petroleum and hazardous substances, technical reporting and regulatory closures for the releases. She was the clients' main contact and served as regulatory advisor for the clients.

Other experiences include site assessment and site closure activities on a variety commercial, industrial and brownfield sites under the Site Remediation Program. She has strong background in the use of conventional and innovative technologies, including soil excavation, soil vapor extraction and in situ chemical oxidation. She had extensive technical experiences in preparing site investigation reports, remedial action plans and remedial action completion reports.

### **REPRESENTATIVE PROJECTS**

**FedEx Ground, Illinois – Project Manager.** Advised client of regulatory requirements for their facilities in Illinois. Performed many Phase I and Phase II ESAs and LUST projects for FedEx Ground's facilities in Illinois. Prepared proposals, conducted field work and served as main point of contact for the client. Provided field oversight including asbestos removal, tank removal and soil removal. Prepared Phase I and Phase II ESA reports and all reporting requirements under the LUST program. Successfully obtained NFRs for many LUST projects and obtained reimbursement from the IEPA LUST Fund.

**IHBRR Blue Island Yard, Norpaul Yard and Gibson Yard - Project Manager.** Advised client on health and safety, compliance issues, regulatory requirements for their facilities in Illinois and Indiana. Prepared NPDES permits, SWPPP and SPCC Plans. Performed Phase II ESAs and LUST projects for their facilities in Illinois and Indiana. Prepared proposals, conducted field work and served as main point of contact for the client. Provided field oversight including tank removal and remediation of contaminated soil. Prepared Phase II ESA reports and all reporting requirements under the LUST program. Successfully obtained NFRs for many LUST projects.

**Public Building Commission Projects in Chicago, Illinois – Phase I ESA, Phase II ESA, Remediation and Field Oversight.** Worked as M/WBE subcontractor to major environmental consulting firms. Performed Phase I ESAs at various Chicago Public School projects, conducted site visits and prepared Phase I ESA reports. Prepared site specific Health and Safety Plans, performed soil and groundwater sampling. Provided

*Yung Environmental, Inc.*



soil remediation and soil excavation oversight.

**Berwyn Development, Berwyn, Illinois – Project Manager.** The Site was a former gas station and enrolled in the SRP. Performed tank and soil removal oversight, soil and groundwater sampling, prepared Focused Site Investigation Report and Remedial Action Plan. Prepared Highway Authority Agreement, groundwater modeling and Remedial Action Completion Report. Successfully obtained a No Further Remediation Letter (NFR) for the Site.

**Reliance Tools, Elgin, Illinois – Project Manager.** Reviewed prior Phase I and II reports prepared by another consultant. Advised client of remedial options for obtaining a NFR under the IEPA SRP. Developed Focused Site Investigation Plan under the SRP. Performed soil and groundwater sampling. Prepared Focused Site Investigation Report, Remedial Action Plan and Remedial Action Completion Report. Successfully obtained a NFR for the Site in four months.

**Existing Auto Service Station, Bellwood, Illinois – Project Manager.** Performed Stage 1, 2 and 3 Site Investigation under the IEPA LUST Program. Developed site investigation plans and budget. Directed field activities including soil and groundwater sampling. Prepared site investigation reports and corrective action plan. Prepared billing forms for reimbursement of investigation and corrective action costs under the IEPA LUST Trust Fund.

**Former Gas Station, Evanston, Illinois – Project Manager.** Performed Stage 1, 2 and 3 Site Investigation under the IEPA LUST Program. Developed site investigation plans and budget. Directed field activities including soil and groundwater sampling. Prepared site investigation reports and corrective action plan. Prepared billing forms for reimbursement of investigation and corrective action costs under the IEPA LUST Trust Fund. Successfully obtained a NFR for the incident.

*Yung Environmental, Inc.*

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

**(ATTACHED HERETO AND INCORPORATED HEREIN)**



## EXHIBIT A LEGAL ACTION

**Firm Name:** Amec Foster Wheeler Environment & Infrastructure, Inc.

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

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

# ATTACHMENT A LEGAL ACTIONS

Case Names	Case Number	Description	Status
AmeC Foster Wheeler Environment & Infrastructure			
The Carlisle on the Ocean Condominium Associations, Inc. v 9195 Surfside Corp, et al including MACTEC Engineering and Consulting, Inc.	114CV2941	Breach of Contract - Condo Conversion	Open
Certain Underwriters at Lloyds, London vs AMEC Environment & Infrastructure, Inc.	1214012C115	Reimbursement Claim	Open
Matthew Brecher and Julie Brecher vs. Florida Peninsula Insurance Company and AMEC-BCI Environment & Infrastructure, Inc.	214CV014901CC	Breach of Contract - Property Damage	Open
Integral Consulting, Inc. vs Navigators Specialty Insurance Company, et al including AMEC Environment & Infrastructure, Inc.	15N00042	Coverage Claim	Settled
Tyco Integrated Security, LLC vs AMEC Environment & Infrastructure, Inc., et al	15CH00111	Payment Dispute	Settled
Acuty Mural Insurance Company vs. R.M. Chin & Associates, Inc., et al including AMEC Environment & Infrastructure, Inc.	2014112107	Coverage Claim	Open
Brian Doherty and Nicola Doherty vs AMEC Environment & Infrastructure, Inc., et al.	D-202-CV-2014-07429	Personal Injury	Open
Lightning Dock Geothermal HI-01, LLC vs AMEC Environment & Infrastructure, Inc.	CACE14014229	Breach of Contract	Closed
Citizens Awareness Foundation, Inc. v Aecom Technical Services, Inc., et al including AMEC Environment & Infrastructure, Inc.	314CV02871EDL	Enforcement of Public Records	Settled
United States of America for the use and benefit of Shared Systems Technology, Inc. v AMEC Environment & Infrastructure, Inc. et al		Payment Bond Miller Act	Settled
St. Johns Phase 2, LLP vs Arch Insurance Company, et al including AMEC Environment & Infrastructure, Inc.		Breach of Contract	Open
Golden Gate National Parks Conservancy v. Campbell Grading, Inc. et al including AMEC Environment & Infrastructure, Inc.	CGC14538332	Additional Cost Reimbursement	Open
Tech USA, LLC v AMEC Earth & Environmental, Inc.	1430236CZ	Breach of Contract	Settled
Patricia Frey, et al v City of Traverse City, et al including AMEC Environment & Infrastructure, Inc.	ESXL298713	Environmental Litigation - Property Damage	Dismissed
Environmental Compliance Brigade, Corp, etc. vs Clinton Esso, Inc. vs AMEC Environment & Infrastructure, Inc.	BC510691	Breach of Contract - Environmental - Remediation Services	Dismissed
Jose Hernandez Palacios, et al vs AMEC Environment & Infrastructure, Inc.		Wrongful Death - Vehicle Collision	Settled
CI Coatings, Inc. v AMEC Environment & Infrastructure, Inc.	1322248	Breach of Contract	Settled
Lavongear et al v Maya LLC, et al v AMEC Earth & Environmental et al	11A642223	Indemnification claim	
EnviroBusiness, Inc. v AMEC Environmental & Infrastructure, Inc.		Employment	Open
United States of America, for Use and Benefit of Structural Associates, Inc. v AMEC Environment & Infrastructure, Inc. et al	713CV77FL	Cost Reimbursement	Settled
United States of America for Use and Benefit of Talon Industries, Inc. v AMEC Environment & Infrastructure, Inc. et al	713CV54	Payment Dispute	Open
Railway Valley Sewerage Authority vs Keyspan Corporation et al vs. MACTEC Federal Programs, Inc. etc.	UNN1341812	Breach of Contract	Open
Magma Flood Control District vs FNF Construction, Inc. vs AMEC Environment & Infrastructure, Inc.	CV201300358	Breach of Contract - Construction Defects	Open
AMEC Environment & Infrastructure, Inc. v Spectrum Services Group, Inc.	08-CA-15830-Q	Additional Cost Reimbursement	Settled
Jonathan Bawltinheimer and Geoffrey Fortunato, et al vs. D.R. Horton, Inc. vs. AMEC E&I, Inc. et al	13-29769-CZ	Property Damage	Open
Renaud, et al v City of Traverse City, et al	13-30102-CZ	Environmental - Property Damage	Settled
Riser, et al v. City of Traverse City, et al	14-301050-CZ	Environmental - Property Damage	Settled
Smith-Romanow, et al v. City of Traverse City, et al 14-301050-CZ	2013 CA 000321	Environmental - Property Damage	Settled
Emerald Beach Resort Condominium vs Dooley Mack Constructors, Inc. et al v AMEC E&I, Inc., et al	CL12000552-00	Breach of Contract - Condo Conversion	Open
The Old Home Place, LLC v H.D.R. Engineering, Inc., et al	11-012843-NO	Property Damage	Dismissed
Kirk Scott Pedersen v AMEC Environment & Infrastructure, Inc. et al	2010 L 012106	Personal Injury	Open
Wayne Adkinson v Hunter's View, et al	A13A0621	Personal Injury	Settled
District Owners Association, Inc. v AMEC Environment & Infrastructure, Inc., et al	11EV012715H	Personal Injury	Dismissed
Bre/Cocoa Beach Owner, LLC v Rolyn Companies, Inc. et al	612CV0046ACC-GIK	Breach of Contract - Construction Defects	Dismissed
William Tolien v Florida Department of Transportation et al	2011-CA-754-K	Personal Injury	Settled
AMEC Environment and Infrastructure, Inc. v AZCA Drilling and Pump, Inc.	CV2013-002384	Breach of Contract - Defective Services	Settled
Town of Hope Mills v AMEC Environment & Infrastructure, Inc. et al	12-CVS-9002	Breach of Contract	Settled
Bruce James Berger et al v AMEC Construction Management, Inc., et al	S11C-01-031	HR Prevailing Wage	Open
State of Delaware Department of Transportation v Figg Bridge Engineers, Inc. et al.	BC 47967	Breach of Contract	Settled
Quality CarCare Products, Inc. vs AMEC Environment & Infrastructure, Inc. et al	3-11-CV-1020	Breach of Contract - Property Damage	Settled
Hensel Phelps v Davis & Burton v AMEC Environment & Infrastructure, Inc., et al	15-00023	Breach of Contract	Settled
Robert Fratus v AMEC Environment & Infrastructure, Inc.	1:14-cv-00580-SCV-SMV	Personal Injury	Open
AMEC Environment & Infrastructure, Inc. v Hardrives Construction, Inc. et al	09-112 C	Breach of Contract	Settled
Post, Buckley, Schuh & Jernigan, Inc. v United States		Environmental - Remediation Services	Settled
Christopher W. Young & Biotech Restorations, LLC v AMEC Earth & Environmental, et al		Technology Dispute	Settled
Lehigh Northwest Cement Company		Breach of Contract - Property Damage	Settled
Elliott Electric Supply, Inc. v AMEC		Payment - Miller Act	Settled
Korte Construction Company v AMEC		Miller Act	Open
Northbrook II (Meadow Ridge)		Breach of Contract - Construction Defects	Settled
Stacy D. Ford v. AMEC		Employment	Settled
Reigle v. Wat-Mart et al		Breach of Contract	Settled
IBC/Nippo v. AMEC		Breach of Contract / Payment Dispute	Open
AMEC v NewFields		Employment	Open
AMEC v. Integral		Employment	Settled
AMEC v. Geosyntec		Employment	Settled

amecflw.com



**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 Jeffrey S. Druckman, PMP, as Vice President  
Name Title

and on behalf of Amec Foster Wheeler Environment & Infrastructure, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: Amec Foster Wheeler Environment & Infrastructure, Inc.
2. Address: 8745 W. Higgins Road, Suite 300, Chicago, IL 60631
3. Telephone: 773-693-6030 Fax: 773-693-6039
4. FEIN: 91-1641772 SSN: \_\_\_\_\_
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: Nevada
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
see attached list	

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

Name	Address	Ownership Interest Percentage
Amec Foster Wheeler Ventures, Inc.	1979 Lakeside Parkway, Suite 400	100%
	Tucker, GA 30084	

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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# Directors / Officers Report

As of 01/02/2016

## Amec Foster Wheeler Environment & Infrastructure, Inc.

### Directors

Simon D. Naylor	Director
Steven M. Toevs	Director
Thomas J. Logan	Director

### Officers

Andrew J. Reese	Vice President, Principal Engineer-Water Resources
Ann E. Massey	Executive Vice President, Environment & Infrastructure Market
Bradley J. Knight	Senior Vice President Legal & Secretary
Charles K. Conner	Assistant Vice President
Charles Mouzannar	Senior Vice President
David E. Ott	Senior Vice President
David K. Baxter	Vice President Commercial & Assistant Corporate Secretary
Francis P. Wiegand	Assistant Vice President
Gregory R. Gerrish	Assistant Corporate Secretary
Herbert Semple	Associate Architect
Howard D. Barlow	Assistant Vice President
Hunter Nolen	Senior Vice President, Group Manager
J. Allen Kibler, Jr.	Senior Vice President, Group Manager
James J. Weaver	Assistant Vice President
Jay W. Martin	Vice President, Senior National Accounts Manager
Joanne Karakashian	Assistant Treasurer
Joseph F. Farrell	Vice President, US Federal Contracts & Supply Chain Management
Kendall H. Sherrill	Vice President Operations Finance & Treasurer
Lytle C. Troutt, Jr.	Senior Vice President, Group Manager
Marshall Lew	Vice President
Richard T. McSherry	Senior Architect
Robert J. Feighery	Vice President Commercial & Compliance & Assistant Corporate Secretary
Robert M. Jones	Assistant Vice President, Senior Associate Surveyor
Thomas J. Logan	President





# Directors / Officers Report

As of 01/02/2016

---

## Officers

Victor A. Fisher

Assistant Vice President

**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 Jeffrey S. Druckman, PMP, as Vice President  
Name Title

and on behalf of Amec Foster Wheeler Environment & Infrastructure, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: Amec Foster Wheeler Ventures, Inc.
2. Address: 1979 Lakeside Parkway, Suite 400, Tucker, GA 30084
3. Telephone: 770-688-2500 Fax: 770-688-2501
4. FEIN: 59-3097482 SSN: \_\_\_\_\_
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: Florida
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
see attached list	

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

Name	Address	Ownership Interest Percentage
Amec USA Investments, LLC	1979 Lakeside Parkway, Suite 400 Tucker, GA 30084	100%

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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# Directors / Officers Report

As of 01/02/2016

## Amec Foster Wheeler Ventures, Inc.

### Directors

Simon D. Naylor	Director
Steven M. Toevs	Director
Thomas J. Logan	Director
Timothy P. Gelbar	Director

### Officers

Gregory R. Gerrish	Assistant Corporate Secretary
Joanne Karakashian	Vice President Finance NASS & Assistant Treasurer
Kendall H. Sherrill	Vice President Operations Finance, Environment & Infrastructure
Philip D. Barnes	Chief Financial Officer, Power & Process
Simon D. Naylor	President
Steven M. Toevs	Senior Vice President Finance & Treasurer
Thomas J. Logan	Executive Vice President
Timothy P. Gelbar	Executive Vice President



**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 Jeffrey S. Druckman, PMP, as Vice President  
Name Title

and on behalf of Amec Foster Wheeler Environment & Infrastructure, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: AMEC USA Investments, LLC
2. Address: 1979 Lakeside Parkway, Suite 400, Tucker, GA 30084
3. Telephone: 770-688-2500 Fax: 770-688-2501
4. FEIN: 38-3831250 SSN: \_\_\_\_\_
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".

- |  |   |
|--|---|
| <input type="checkbox"/> Corporation         | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership        |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not-for-profit Corporation           |
| <input type="checkbox"/> Joint Venture       | <input type="checkbox"/> Other: _____                         |

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: Delaware
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
see attached list	

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

Name	Address	Ownership Interest Percentage
AMEC USA Holdco, LLC	1979 Lakeside Parkway, Suite 400 Tucker, GA 30084	100%

5. LLC's ONLY, indicate management type and name:  
☐ Member-managed  
☒ Manager-managed  
Name: See #3 for Managers
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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# Directors / Officers Report

As of 01/02/2016

## AMEC USA Investments LLC

### Directors

Philip D. Barnes	Manager
Simon D. Naylor	Manager
Timothy P. Gelbar	Manager

### Officers

Gregory R. Gerrish	Secretary
Philip D. Barnes	Treasurer
Timothy P. Gelbar	President

**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 Jeffrey S. Druckman, PMP, as Vice President  
Name Title

and on behalf of Amec Foster Wheeler Environment & Infrastructure, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: AMEC USA Holdco, LLC
2. Address: 1979 Lakeside Parkway, Suite 400, Tucker, GA 30084
3. Telephone: 770-688-2500 Fax: 770-688-2501
4. FEIN: 38-3831250 SSN: \_\_\_\_\_
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".

- |  |   |
|--|---|
| <input type="checkbox"/> Corporation         | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership        |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not-for-profit Corporation           |
| <input type="checkbox"/> Joint Venture       | <input type="checkbox"/> Other: _____                         |

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: Delaware
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
see attached list	

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

Name	Address	Ownership Interest Percentage
AMEC Holdings, Inc.	1979 Lakeside Parkway, Suite 400	100%
	Tucker, GA 30084	

5. LLC's ONLY, indicate management type and name:  
☐ Member-managed  
☒ Manager-managed  
Name: See #3 for Managers
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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# Directors / Officers Report

As of 01/02/2016

## AMEC USA HOLDCO LLC

### Directors

Philip D. Barnes	Manager
Simon D. Naylor	Manager
Timothy P. Gelbar	Manager

### Officers

Gregory R. Gerrish	Secretary
Philip D. Barnes	Treasurer
Timothy P. Gelbar	President



**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 Jeffrey S. Druckman, PMP, as Vice President  
Name Title

and on behalf of Amec Foster Wheeler Environment & Infrastructure, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: AMEC Holdings, Inc.
2. Address: 1979 Lakeside Parkway, Suite 400, Tucker, GA 30084
3. Telephone: 770-688-2599 Fax: 770-688-2501
4. FEIN: 76-0020707 SSN: \_\_\_\_\_
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: Delaware
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
see attached list	

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

Name	Address	Ownership Interest Percentage
AMEC USA Limited	Booths Park, Chelford Road Knutsford, Cheshire WA 16 8QZ, UK	100%

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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# Directors / Officers Report

As of 01/02/2016

## AMEC Holdings, Inc.

### Directors

Simon D. Naylor

Director

Timothy P. Gelbar

Director

### Officers

Gregory R. Gerrish

Assistant Corporate Secretary

Joanne Karakashian

Vice President Finance NASS & Assistant  
Treasurer

Philip D. Barnes

Chief Financial Officer, Power & Process  
Americas & Treasurer

Timothy P. Gelbar

President

**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 Jeffrey S. Druckman, PMP, as Vice President  
Name Title

and on behalf of Amec Foster Wheeler Environment & Infrastructure, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: AMEC USA Limited
2. Address: Booths Park, Chelford Road, Knutsford, Cheshire, WA 16 8QZ, UK
3. Telephone: 44-01565-652100 Fax: 44-01565-683200
4. FEIN: NA SSN: \_\_\_\_\_

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: England
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
Mr. Christopher Laskey Fidler	Director
AMEC Nominees Limited	Director

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

Name	Address	Ownership Interest Percentage
AMEC USA Finance Limited	Booths Park, Chelford Road	100%
	Knutsford, Cheshire WA 16 8QZ, UK	

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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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 Jeffrey S. Druckman, PMP, as Vice President  
Name Title

and on behalf of Amec Foster Wheeler Environment & Infrastructure, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: AMEC USA Finance Limited
2. Address: Booths Park, Chelford Road, Knutsford, Cheshire, WA 16 8QZ, UK
3. Telephone: 44-01565-652100 Fax: 44-01565-683200
4. FEIN: NA SSN: \_\_\_\_\_
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: England & Wales
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
Mr. Christopher Laskey Fidler	Director
AMEC Nominees Limited	Director

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

Name	Address	Ownership Interest Percentage
AMEC USA Holdings, Inc.	1979 Lakeside Parkway, Suite 400 Tucker, GA 30084	100%

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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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 Jeffrey S. Druckman, PMP, as Vice President  
Name Title

and on behalf of Amec Foster Wheeler Environment & Infrastructure, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: AMEC USA Holdings, Inc.
2. Address: 1979 Lakeside Parkway, Suite 400, Tucker, GA 30084
3. Telephone: 770-688-2599 Fax: 770-688-2501
4. FEIN: 32-0272500 SSN: \_\_\_\_\_
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".

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship    | <input type="checkbox"/> Not-for-profit Corporation    |
| <input type="checkbox"/> Joint Venture          | <input type="checkbox"/> Other: _____                  |

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: Delaware
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
see attached list	

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

Name	Address	Ownership Interest Percentage
AMEC USA Holdings Limited	Booths Park, Chelford Road	100%
	Knutsford, Cheshire WA 16 8QZ, UK	

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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# Directors / Officers Report

As of 01/02/2016

## AMEC USA Holdings, Inc.

### Directors

Simon D. Naylor

Director

Timothy P. Gelbar

Director

### Officers

Gregory R. Gerrish

Assistant Corporate Secretary

Joanne Karakashian

Vice President Finance NASS & Assistant  
Treasurer

Philip D. Barnes

Chief Financial Officer, Power & Process  
Americas & Treasurer

Timothy P. Gelbar

President



**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 Jeffrey S. Druckman, PMP, as Vice President  
Name Title

and on behalf of Amec Foster Wheeler Environment & Infrastructure, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: AMEC USA Holdings Limited
2. Address: Booths Park, Chelford Road, Knutsford, Cheshire, WA 16 8QZ, UK
3. Telephone: 44-01565-652100 Fax: 44-01565-683200
4. FEIN: NA SSN: \_\_\_\_\_

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".

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship    | <input type="checkbox"/> Not-for-profit Corporation    |
| <input type="checkbox"/> Joint Venture          | <input type="checkbox"/> Other: _____                  |

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**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: England
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
Mr. Christopher Laskey Fidler	Director
AMEC Nominees Limited	Director

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

Name	Address	Ownership Interest Percentage
Amec Foster Wheeler, plc	Booths Park, Chelford Road	100%
	Knutsford, Cheshire WA 16 8QZ, UK	

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**

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 Jeffrey S. Druckman, PMP, as Vice President  
Name Title

and on behalf of Amec Foster Wheeler Environment & Infrastructure, Inc.  
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: Amec Foster Wheeler, plc
2. Address: Booths Park, Chelford Road, Knutsford, Cheshire, WA 16 8QZ, UK
3. Telephone: 44-01565-652100 Fax: 44-01565-683200
4. FEIN: NA SSN: \_\_\_\_\_
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: England
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
see attached list	

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

Name	Address	Ownership Interest Percentage
Publicly Traded Company		

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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# Directors / Officers Report

As of 01/02/2016

## Amec Foster Wheeler plc

### Directors

Ian Philip McHoul	Director
Jerry Kent Masters	Director
John Patrick Connolly	Director
Linda Louise Adamany	Director
Mr Colin Richard Day	Director
Ms Stephanie Selina Newby	Director
Neil Andrew Patrick Carson	Director
Roy Alexander Franklin	Director

### Officers

There are no current officers entered for this business entity

**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

**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

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**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. Bribe 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;



**EXHIBIT B**  
**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 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 subcontract 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.

**EXHIBIT B  
DISCLOSURE AFFIDAVIT**

**C. STATE TAX DELINQUENCIES**

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

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

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

**D. OTHER TAXES/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).

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

**E. PUNISHMENT**

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

**F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

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



**EXHIBIT B**  
**DISCLOSURE AFFIDAVIT**

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

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

**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):

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.

  
\_\_\_\_\_  
Signature of Authorized Officer

**Jeffrey S. Druckman, PMP**

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

**Vice President**

\_\_\_\_\_  
Title

**773-693-6030**

\_\_\_\_\_  
Telephone Number

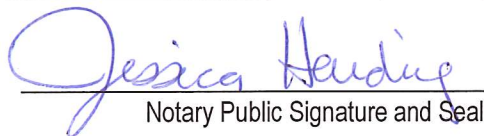
State of Illinois

County of Cook

Signed and sworn to before me on this 8 day of February, 20\_\_\_\_ by

**Jeffrey Druckman** (Name) as **Vice President** (Title) of

Amec Foster Wheeler Environment & Infrastructure, Inc. (Bidder/Proposer/Respondent or Contractor)

  
\_\_\_\_\_  
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):

Description of goods or services to be provided under Contract:

Name of Consultant: Amec Foster Wheeler Environment & Infrastructure, Inc.

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

Retained Parties:

<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

**Jeffrey S. Druckman, PMP**

Name (Type or Print)

Date

**Vice President**

Title

Subscribed and sworn to before me

this 8 day of February 2016

Notary Public

OFFICIAL SEAL  
JESSICA HARDING  
Notary Public - State of Illinois  
My Commission Expires May 28, 2019

**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**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**  
**FOR PROFESSIONAL SERVICES**

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.



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

- 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.

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

- 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.



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

- 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.



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

- 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.

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

- 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.



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

- 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.



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

- 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**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**  
**FOR PROFESSIONAL SERVICES**  
**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

16

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.)

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.

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.

**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:   X   \_\_\_\_\_

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.

X

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Vice President

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

Commission expires:

(SEAL)

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20<sup>February</sup>\_\_\_\_

before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

Commission expires:

(SEAL)

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

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_

(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago

(Name of Bidder)

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

☐ \_\_\_\_\_ a Sole Proprietor

☐ \_\_\_\_\_ a Corporation

☐ \_\_\_\_\_ a Partnership

☐ \_\_\_\_\_ a Joint Venture

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

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

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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 \_\_\_\_