



11305 Fox Hunters Road
Mulkeytown, IL 62865
618.218.4641
office@kellyacllc.com

July 25, 2018

Steve Leek, Vice-Chairman
Franklin County Board
901 Public Square
Benton, IL 62812

Subject: Proposal 002-19 Owner/Architect Agreement for Services – Amendment 1 (Revised)

Mr. Leek:

KELLY Architecture & Consulting, LLC would like to take this time to thank you for choosing us to provide the Franklin County Board with professional services. We are looking forward to working with you.

Project Description:

The scope of work will consist of providing an asbestos survey and generating a report of findings for the existing Franklin County Courthouse which is approximately 20,000 square feet.

Scope of Work:

The Architect will provide the following:

Asbestos inspection of the existing courthouse.

PLM Asbestos sample Analysis. Anticipated quantity of 100 samples included.

Generate a report including risk assessment and homogeneous area forms.

Exclusions to the scope of work include, but not limited to:

1. Abatement project design (by separate proposal if required)
2. Abatement bid documents (by separate proposal if required)
3. Project Management of any abatement (by separate proposal if required).
4. Air Monitoring during abatement (by separate proposal if required).
5. Documenting the existing conditions into floor plans (by separate proposal if required).
6. Permit fees.
7. Printing.
8. Produce Record Documents.
9. Performing the duties of Construction Manager for this project.

Professional Services Fee:

This scope of work fee is proposed as a time and materials, not to exceed \$6,595.00. Unit price for additional samples \$30.00.

Reimbursable cost, additional services, reimbursable expenses, and the KELLY ARCHITECTURE & CONSULTING, LLC – TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES apply per the original Owner/Architect Agreement for Services.



We would like to thank you once again for the opportunity to provide professional services for the Franklin County Board. Please feel free to contact me at your convenience if further discussions or clarifications that you may need with this agreement.

Respectfully Submitted,

Andrew C. Kelly – NCARB
KELLY Architecture & Consulting, LLC.

Accepted by:
Signature

Date: 9/3/19

Randall Crocker
Printed Name

Chairman
Title



KELLY ARCHITECTURE & CONSULTING, LLC – TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. **SERVICES.** KELLY Architecture & Consulting, LLC. ("the Architect") shall provide professional services in accordance with the agreed upon scope of work. These terms and conditions are hereby made a part of the scope of work.
2. **EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of the Owner and the Architect and upon receipt by the Architect of a signed original or scanned and emailed transmittal. If scanned and emailed transmittal is initially sent to the Architect, Owner will provide the Architect with a signed original for record as soon as practicable.
3. **INITIATION.** The Architect is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed from the Owner.
4. **COMPLETION/TERMINATION OR SUSPENSION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This contract may be terminated by the Owner and/or the Architect upon 10 days written notice. In the event of such termination, the Architect will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of receipt of the termination letter together with all costs arising out of such termination.

Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party, or otherwise stipulated contractually.

The provisions of this Contract have been agreed upon with the expectation of any orderly progression of the project to completion. In the event of project suspension by the Owner for a period in excess of three (3) months, the Architect may (at Architect's sole discretion) perform activities necessary to complete critical calculations, organize project files, or otherwise prepare for an orderly cessation of work; and Architect shall be entitled to invoice Owner for labor and reimbursable expenses incurred in performing such activities.

Should the Owner decide to restart the Project after a suspension, the Agreement shall be revised/amended to include start-up cost for labor and reimbursable expenses that will be incurred by the Architect.

5. **STANDARD OF CARE.** Services provided by the Architect under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect makes no warranty or guaranty, either expressed or implied.
6. **INDEPENDENT CONSULTANT.** The Architect is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Owner. Likewise, all contracted consultants to the Architect are and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Architect.
7. **COMPLIANCE WITH LAWS.** The Architect will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.
8. **PAYMENTS TO THE ARCHITECT.** Invoices are prepared by the Architect on a monthly basis and are payable within 15 days from invoice date. A late payment charge will be added to all amounts not paid within 15 days of invoice date; calculated at 1.5 percent per month from invoice date. Any costs incurred by the Architect in collecting and delinquent amount, including reasonable attorney's fees; shall be reimbursed by



Owner. If a portion of the Architect's invoice is disputed, the undisputed portion shall be paid by Owner by the due date. Owner shall advise the Architect in writing of the basis for any disputed portion of any invoice. If placed for collection, reasonable collection fees will be added; if placed with an attorney, reasonable attorney fees will be added. All drafts dishonored for any reason shall be assessed a \$100.00 service charge. In the event that Owner stops payment on any draft issued KELLY Architecture & Consulting, LLC, for any reason, Owner hereby recognizes that KELLY Architecture & Consulting, LLC, would suffer damage, the exact amount which cannot be determined with certainty and Owner shall pay KELLY Architecture & Consulting, LLC liquidated damages of \$500.00 for each such draft.

When invoices are required to be approved by a Board or Council, the invoice date may be considered to be the date of the Board or Council meeting if agreed between the Owner and the Architect.

Taxes as may be imposed by Federal, state and local authorities shall be in addition to the payments due the Architect stated in the Agreement. This does not apply to tax exempt entities.

9. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement if Owner fails to make payment within sixty (60) days of the invoice date, the Architect shall be entitled to collect from the Owner any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed at the Architect's prevailing fee schedule and expense policies.
10. **OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of the Architect. The Architect will retain all common law, statutory, and other reserved rights, including the copyright thereto. The Architect shall not be held liable for reuse of documents or modifications thereof by the Owner or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to the Architect.
11. **SITE VISITS/OBSERVATION.** If included in the Scope of Work, the Architect shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by the Architect as part of services during construction under Agreement shall not make the Architect responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make the Architect responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.
12. **INSURANCE.** The Architect shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this Agreement. Certificates of insurance are available on request.

The expense of any additional insurance coverage or increased policy limits of liability, including professional liability insurance, requested by the Owner in excess of the standard coverage of the Architect and its consultants shall be borne by the Owner.

The Owner shall require the contractor to name the Architect and his consultants as an Additional Insured on the contractor insurance policy.

13. **INDEMNIFICATION/HOLD HARMLESS.** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

Owner agrees to require all construction contractors to indemnify, defend and hold harmless the Architect, and its officers, directors, employees, agents and consultants from any and all loss where loss is caused or incurred (or alleged to be caused or incurred) in whole or in part as a result of the negligence or other actionable fault of the contractors, their agents, or subcontractors.

If the project involves construction, and the Architect does not provide architectural services during construction including, but not limited to, on-site monitoring, site visits, shop drawing review and design clarifications, Owner agrees to indemnify and hold harmless the Architect and its officers, directors, employees, agents and consultants from any liability arising from this Project or Contract.

Owner shall indemnify and hold the Architect, and its officers, directors, employees, agents and consultants, harmless from all damages, costs, liabilities, expenses and fees, including attorney's fees for any claim or cause of action for bodily injury or property damage arising out of or relating to the Project, but only to the extent such damages, costs, liabilities, expenses and fees are caused by the negligent act or omission or other breach of duty by Owner, Developer, Prime Contractors and Prime Contractor's sub-Contractors, General Contractor and General Contractor's sub-Contractors, and other parties not hired by the Architect. The Architect shall be held harmless against all damages, liabilities, expenses, or costs, including attorney's fees, for any claim or petition, or where the Architect is dismissed from the claim or petition, for defense costs, arising out of or resulting from the use of engineering documents, the petitioner will be responsible for the compensation of all legal fees and defense costs, including the Architect's personnel's time for defense of petition.

14. **PROFESSIONAL RESPONSIBILITIES.** Services performed by the Architect under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

In no event will the Architect be liable for any special, indirect or consequential damages; including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, or governmental fines or penalties.

The Architect's aggregate liability for all damages connected with its services for the Project, not excluded by subparagraph 13, will not exceed the compensation paid for services.

The obligations and remedies stated in Professional Responsibility, are the sole and exclusive obligations of the Architect and remedies of Owner, whether liability of the Architect is based on contract, warranty, strict liability, tort (including negligence), indemnity or otherwise.

15. **ACCESS.** Owner will provide access (right of entry) for the Architect's staff, its agents, sub consultants, and others, as appropriate for this Project; and Owner will be responsible for the time, place, and manner of entry upon all property where the Architect is to provide services under this Agreement. Owner agrees to

hold the Architect harmless from any and all liability or claims arising from such entry onto property by the Architect. The Architect will take reasonable precautions to minimize property damage; however, it is understood that some minor damage may occur; for which the Architect shall not be held responsible.

16. **HAZARDOUS ENVIRONMENTAL CONDITIONS.** Nothing in this Agreement shall impose any responsibility or liability on the Architect for expenses, claims, or damages arising from, or in any manner related to, hazardous environmental conditions and/or the presence of other regulated substances.
17. **OPINION OF COST AND PROJECTIONS.** Opinions of cost and projections of construction costs and/or schedules are based on the Architect's experience, judgments, industry published data, historical data, and projects of similar/like building construction available to the Architect at the time the opinion of cost and projections are prepared.

Since the Architect has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, and other factors, the Architect cannot and does not guarantee the accuracy of any of the Architect's estimates and projections related to this Project.

Scope differences and market conditions can cause opinions of cost and projections to vary significantly.

Opinions of cost and projections are not a guarantee of final cost to the owner

Opinions of cost and projections do not include specialty or proprietary items such as items supplied by the Owner, including but not limited to, furniture, draperies, electronics, etc. Specialty and proprietary item cost may be provided to the Architect by the Owner to insert as a line item in the Opinions of cost and projections. The Owner takes full responsibility for the cost of the items. The Architect shall be held harmless for cost differences for cost supplied by the Owner.

18. **ON-SITE SERVICES.** On-site visits by Architect during construction and installation procedures for Project, or the furnishing of on-site Project representatives, shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any failure by construction contractor(s) to perform their work in accordance with the Contract Documents.
19. **CHANGES.** Owner shall have the right to make changes within the general scope of the Architect's services, with an appropriate change in compensation, upon execution of a mutually acceptable contract amendment signed by an authorized representative of the Owner and the Architect.

In the Schematic Design Phase (SD), the Owner shall have the right to three minor changes to the preliminary plan without incurring change in compensation. Minor changes are defined as small changes within the foot print proposed.

In the Design Development Phase (DD), the Construction Document (CD), and in the Construction Phase (CP), the Owner shall have the right to make changes with an appropriate change in compensation.

20. **LIMITATION OF LIABILITY.** The Architect, Architect's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of \$25,000 or the total compensation to be paid to the Architect pursuant to this Agreement, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
21. **DISPUTES/DISPUTE RESOLUTION.** Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Illinois. Mediation is an express

condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.

In an effort to resolve any conflicts that arise during the design or construction, or following completion of the Project, Owner and Engineer agree that all disputes between them arising out of, or relating to, this Contract shall be submitted to non-binding mediation (unless the parties mutually agree otherwise), thereby providing for mediation as the primary method for dispute resolution between Owner and the Architect.

22. **PRINTED OR ELECTRONIC MEDIA.** Owner shall not make, or permit to be made, any modifications to any documents, including drawings and specifications, furnished by the Architect pursuant to this Contract, without the prior written authorization of the Architect. Owner shall indemnify and hold harmless the Architect from all claims, damages, losses, and expenses (including attorney fees) arising from any modification of such documents.

Only copies of data or work products delivered by the Architect as instruments of service with respect to this Contract as hard copies may be relied upon by Owner. Any electronic files furnished in respect to the Architect's services are supplied for the convenience of the Owner (or others at the Owners request). Any conclusions or information derived from such electronic files shall be at Owner's sole risk, because such files can be modified by others or inadvertently corrupted.

23. **RIGHTS AND BENEFITS.** The Architect's services under this Contract will be performed solely for the benefit of the Owner, and not for the benefit of any other person or entity.
24. **ENTIRE CONTRACT.** These Terms and Conditions for Professional Services and the related Agreement contain the entire Contract between the Architect and Owner relative to the Architect's services for this Project. All previous or contemporaneous agreements, representations, promises, or conditions pertaining to the Architect's services for this project are hereby superseded.

Since terms contained in purchase orders do not generally apply to professional services, in the event the Owner issues to Architect a purchase order, no preprinted terms thereon shall become part of this Contract. Said purchase order document, whether or not signed by Architect, shall be considered solely as a document for Owner's internal management purposes.

This Contract may be amended, in writing, by mutual agreement between the Architect and Owner.

25. **ATTORNEY FEES.** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

July 8, 2019

Franklin County Board
Attn: Selection Committee
901 Public Square
Benton, IL 62812

RE: Proposal 003-19 for Phase II Environmental Site Assessment and Project Manager

Dear Selection Committee:

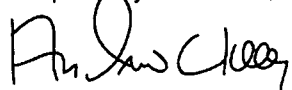
We have reviewed your Request for Proposal for the work requested. It is our understanding that the building is a two-story structure (approximately 20,000 sf) with a partial basement located at One Public Square, Benton, Illinois 62812. It is also our understanding that floor plans for reference were not issued with the RFP and that existing condition plans for each level are not available and will need to be produced.

We will be teaming with Summit Environmental Services, Inc. to provide the full scope of the RFP. We propose the following bid breakdown per the request.

- | | |
|---|--------------|
| 1. Asbestos Survey and Report | |
| a. Total Price: | \$6,595.00 |
| b. Anticipated Quantity of Samples: | 100 |
| c. Unit Price per additional sample: | \$30.00 |
| 2. Project Design/Bid Specifications for Abatement RFP | \$4,000.00 |
| a. Price may vary depending on actual survey findings. | |
| 3. Asbestos Project Management | \$95.00/hour |
| 4. 3 rd Party Air Monitoring during Abatement Period | |
| a. Daily Air Monitoring Rate | \$95.00/hour |
| i. Includes all samples except clearance air samples. | |
| b. Unit Price per additional sample. | \$20.00 |
| c. Unit Price per Clearance Air Samples | \$20.00 |
| 5. Availability to begin investigation. | immediately |
| 6. Anticipated duration of investigation. | 5 days |
| 7. Lead time to produce report after investigation. | 10 days |
| 8. Document the existing building | \$3,000.00 |
| a. Includes field measuring and digitizing | |

Thank you so much for all you do. Please feel free to contact me at your convenience if there is anything further I need to provide or can assist you.

Respectfully Submitted,



Andrew C. Kelly – NCARB
Principal
KELLY Architecture & Consulting, LLC



Proposal Acceptance:

If this proposal is acceptable to you, please sign and date below, and return a copy to our office.

Accepted by: *Randall Crocker*

Date: 9-3-19



Company Profile

Introduction

KELLY Architecture & Consulting, LLC is full service architectural design firm located in Franklin County and was founded in the summer of 2015 by Andrew Kelly. We provide architectural design and planning services, consulting services, and many other services for public and private clients. We serve a range of projects such as educational, commercial, restaurant and religious.

Certificates and Memberships

Asbestos Building Inspector – Illinois
Asbestos Management Planner – Illinois
Asbestos Project Designer – Illinois
National Council of Architectural Registration Boards (NCARB)
Sesser Area Chamber of Commerce
Benton/West City Area Chamber of Commerce
Marion Chamber of Commerce

Licenses

KELLY Architecture & Consulting, LLC – Design Firm – 184.007202-0001
Andrew Kelly - Architect – 001.020572
Andrew Kelly – IDPH -100-19019

Experience

Meridian Middle School and High School – Mounds, Illinois
Andrew assisted the districts AOR with project design for asbestos removal in a condemned middle school building to be demolished, as well as a kitchen in the high school building undergoing renovation.

Cobden High School – Cobden, Illinois
Andrew assisted the districts AOR with the project design for asbestos removal.



Andrew C. Kelly, NCARB Registered Architect | NCARB | Managing Member

Education

University of Arkansas, Fayetteville, Arkansas, Bachelor of Architecture, 1995
University of Arkansas, Rome, Italy, Urban Design, 1994

Registrations

Registered Architect in Illinois 001-020572
NCARB
Registered Architect in Florida AR96710
IDPH Licensed Professional 100-19019
Asbestos Inspector, Project Designer, Management Planner

As the Managing Member and Architect of Record, Andrew is involved during all phases of a project and with consultant and construction coordination. He manages the project team during all stages of the project. He has vast experience with projects from a few hundred thousand to tens of millions of dollars.

Volunteer

Sesser Area Chamber of Commerce
November 2016 - Present
Currently serves as the Chamber President.

Community Member of the Distinguished Alumni Committee; Sesser-Valier CUSD #196
April 2015 - Present
Provides a time donation to this committee. This committee is a superintendent's committee that reviews nominations of alumnus and selects a Distinguished Alumni each year.

Security Committee; Sesser-Valier CUSD #196
June 2019 - Present
Provides a time donation to this committee. This committee is an advisory committee to discuss school security.

Architectural Consultant for Southern Illinois Worship Center
January 2015 - Present
Provides a time donation to review, critique, and suggest improvements for the sanctuary and office addition.

City Building Codes Consultant for the City of Sesser, Illinois
April 2014 - May 2015
Provided a time donation to the City of Sesser and the Mayor to review, critique, suggest improvements, and revise the outdated City Building Codes.

Sesser Junior Baseball, Inc.
November 2018 - Present
Currently serves as the Board Co-President.

Sesser Junior Baseball, Inc.
2018 season
Head baseball coach for my son's baseball team.

Career Experience

Mr. Kelly has approximately 25 years of experience within the field of architecture, mainly in educational and commercial design. Mr. Kelly has extensive experience with K-12, restaurant, shopping center, and office design. As the Managing Member, he is involved with all projects during all phases, and is skilled in programming, schematics, design development, construction documents, and managing production teams and consultants for projects small and large.

Relevant Experience

Campbell Building Renovations, Benton, Franklin County, Illinois

This is a single story building with a basement currently owned and operated by the County with previous renovations. We are assisting the county in renovating approximately 1/3 of the ground level into permanent offices for the County Treasurer and County Clerk offices. We are also assisting in renovating the basement into temporary courtrooms and Circuit Clerk office until they can be moved into the new courthouse. This project is ongoing.

Chick-fil-A, Inc.; USA (Strategic Partnering with Hill Foley Rossi & Associates)
Various free standing store and licensee remodels.

The City of Sesser, Sesser, Franklin County, Illinois

Assisted the City of Sesser to review their outdated building codes and ordinances and make recommendations for needed revisions.

Effingham County Courthouse Feasibility Study, Effingham, Illinois *

Assisted with a feasibility study for a courthouse addition to an existing county office building and jailhouse building complex.

Herrin Police Station, Herrin, Illinois *

This project was a relocation of an existing police station. The City was donated/purchased land behind the city hall, demolished the building that was on it, and built a new building to house the police station. The project was approximately 5,050 sf, \$1,270,000, and completed in approximately 2000.

Marion Police Station, Marion, Illinois *

This project was the relocation of an existing police station from its location in the city hall to a building purchased by the city from the National Guard. The project was approximately 17,400 sf, \$1,600,000, and completed in 2014.

The Hub Recreation Center, Marion, Illinois *

This project was a recreation center for the City of Marion. The project was built on property the City owned where a hospital had previously stood. This project was approximately 68,000 sf, \$12,400,000, and completed in 2014.

Duluth City Hall, Duluth, GA (with Hill Foley Rossi & Associates) *

See project in Hill Foley Rossi & Associates section.

* Architectural work with a previous employer



**ASBESTOS
PROFESSIONAL
LICENSE**

ID NUMBER	ISSUED	EXPIRES
100 - 19019	4/5/2019	05/15/2020

ANDREW C KELLY
11305 FOX HUNTERS RD
MULKEYTOWN, IL 62865

Environmental Health



ENDORSEMENTS

TC EXPIRES

INSPECTOR	7/6/2019
PROJECT DESIGNER	8/2/2019
MANAGEMENT PLANNER	7/6/2019

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



SAFETY TRAINING CENTER

2539 Vandalia Street, Collinsville, IL 62234 * Phone: 618-855-8764

Environmental and Occupational Safety & Health Training

Does hereby certify

Andrew Kelly

11305 Fox Hunters Road, Mulkeytown, IL 62865

*Has successfully completed and passed the course examination with
at least 70% for re-accreditation under AHERA (Title II)*

Asbestos Project Designer Refresher

Class Date: August 2, 2018
Examination Date: 08/02/2018
STC Certificate Number: STC-08022018-000316APDR
Certification Expiration: 08/02/2019

David M. Mendoza – President/Training Director
Certified Environmental Specialist
OSHA Authorized Instructor

This training course is accredited by the Illinois Department of Public Health and the Missouri Department of Natural Resources



SUMMIT ENVIRONMENTAL SERVICES, INC.

P.O. Box 397
199 Kentucky Avenue
Kevil, Kentucky 42053
Phone 270-462-4172
Fax 270-462-8172

CHEMICAL ANALYSTS & CONSULTANTS

Website: www.sumenv.com

Brief Company Profile

Introduction

Founded in 1994, Summit Environmental Services, Inc. (SES) is an environmental consulting and analytical firm. SES has an office in Kevil, Kentucky as well as West Frankfort, Illinois. The staff at SES consists of 12 people with a combination of chemists, biologists, environmental scientists, industrial hygienists, safety professionals, civil engineers and office personnel.

Asbestos Field Services Division

All SES personnel receive formal training in the fields of asbestos inspections, management planning and design, project management and analytical techniques from the best training courses available. In addition, SES has an extensive in-house training program to effectively train all asbestos specialists in the existing asbestos regulations and techniques. This diverse staff of qualified experts provides professional services in the areas of:

- Abatement Project Plans and Specifications
- On-Site Project Supervision and Management
- Facility Investigations
- Exposure Risk Assessments
- Operations and Maintenance Programs
- Site Safety Services

Certifications & Memberships

Licensed Asbestos Inspectors – Illinois, Kentucky, Missouri & Tennessee

Licensed Asbestos Air Sampling Professionals/Project Managers – Illinois, Tennessee & Missouri

AIHA Proficiency Analytical Testing Participation for Asbestos Fibers

Certified Microbial Consultants (CMC)

Certified Residential Mold Inspector (CRMI)

Environmental Information Association Membership

Indoor Air Quality Association Membership

Licenses

Jordan Gough IDPH ASP/APM/INSP #100-19247

Experience Summary

Honeywell – Metropolis, Illinois

Sean Chisek 618 645-2435

Plant Wide Asbestos Inspection In 2007 & Plant Wide Asbestos Risk Assessment in 2017

Carbide Industries – Calvert City, Kentucky

Sherrie Guthrie 270 395-4143

Asbestos Inspection of Industrial Facility in 2012

Massac County Courthouse – Metropolis, Illinois

Gerald Childers 618 524-2587

Pre-Renovation Inspection in 2014

American Commercial Barge Line

Ron Schneider 270 441-2908

Inspections of Over 50 Tow Boat Engine Rooms for Asbestos-Containing Material at The Port of Cairo, Illinois and Other Newer Locations for the Past Five Years

Evonik Corporation

J.R. Reynolds 270 395-8353

Plant Wide Asbestos Inspection in 2018



SUMMENV-02

ATHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/03/2019

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

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

PRODUCER Paducah (WR) / AssuredPartners NL LLC 703 Jefferson Street Paducah, KY 42001	CONTACT NAME:		
	PHONE (A/C, No, Ext): (270) 442-3633	FAX (A/C, No): (270) 442-8275	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : American Casualty Company of Reading			20427
INSURER B : Ohio Casualty Insurance Co			24074
INSURER C : Transportation Insurance Company			20494
INSURER D : Hartford Insurance Co of the Midwest			37478
INSURER E : Continental Casualty Company			20443
INSURER F :			
INSURED Summit Environmental Services, Inc P.O. Box 397 Kevill, KY 42053			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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			C4027181629	09/19/2018	09/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA4572263	09/19/2018	09/19/2019	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			CUE4027181582	09/19/2018	09/19/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Prods Completed \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	33WECBW3634	12/30/2018	12/30/2019	<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	Professional Liabill			EEH11396968	04/25/2019	04/25/2020	occurrence/aggregate \$ 1,000,000
E	Pollution			EEH11396968	04/25/2019	04/25/2020	occurrence/aggregate \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For informational purposes only

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

Patricia Freeman

JEFFREY C. GOUGH

SUMMIT ENVIRONMENTAL SERVICES, INC.

President/Owner

Field Services Division
PO Box 397
199 Kentucky Avenue
Kevil, KY 42053
Ph: (270) 462-4172
Cell: (270) 210-1941

Laboratory Services Division
17650 Rt. 37
West Frankfort, IL 62896
Ph: (618) 983-8280

EDUCATION:

Bachelor of Arts in Chemistry University of Kentucky
Lexington, Kentucky

Associate in Science
Paducah Community College
Paducah, Kentucky

PROFESSIONAL WORK EXPERIENCE/ACCREDITATIONS

Over 33 years of Industrial Hygiene Experience

Kentucky Licensed Asbestos Project Designer, Inspector, Management Planner

Missouri Licensed Asbestos Air Sampling Professional, Project Designer, Inspector

Certified Microbial Consultant (CMC)

Certified Residential Mold Inspector (CRMI)

Illinois Accredited Lead Inspector

Current Member of Indoor Air Quality Association

Conducted extensive environmental facility surveys in excess of 30 million square feet.

Preparation of documents for asbestos and lead-based paint abatement, including specifications and field sampling plans

Provided on-site supervision and air monitoring for asbestos abatement and lead-based paint projects for over thirty-two years in more than five hundred facilities

Actively participates in the AIHA PAT sample program for asbestos fiber counting Analyzed bulk samples for asbestos content for more than eleven years

Jeffrey C. Gough, Page 2 **TRAINING:**

2016	IAQ: Advanced Fungal/Spore Identification	McCrone Research Institute
2015	IAQ: Fungal/Spore Identification	McCrone Research Institute
1987-2019	AHERA Accreditation for Inspection and Management Planning	CRU/AHP, INC./META
1997-2019	Asbestos Project Designer/Refresher	Great Lakes Center/META Safety Support Services
1997-2019	Lead-Based Paint Building Inspector Course (Required every 3 years)	Safety Support Services, St. Louis, MO
1992-2019	Asbestos Abatement Course for Contractors and Supervisors	Various
2003	Mold Remediation, Hazards, Standards and Sampling	META
2005-Present	Certified Residential Mold Inspector	American Council for Accredited Certification
2011-Present	Certified Microbial Consultant	American Council for Accredited Certification
1994	Lead-Based Paint Abatement Design Strategies: Course and Workshop	Georgia Tech Research Institute Atlanta, GA
1992	40-HR Hazardous Waste Site Worker	Enviro-Safe Paducah, KY
1991	Lead-Based Paint Detection & Abatement: The New Department of Housing & Urban Development Guidelines	Georgia Tech Research Institute, Atlanta, GA
1990	Instructions Pertaining to the PGT Model XK3 Lead in Paint Analyzer	Princeton Gamma-Tech, Inc.
1989	Instruction in Occupational Safety and Health Concerning Asbestos	Kentucky Labor Cabinet Frankfort, KY
1987	Identification of Asbestos using Polarized Light Microscopy	In-House Training
1986	Sampling and Evaluation of Airborne Asbestos Dust NIOSH 582	University of Birmingham Alabama

JORDAN C. GOUGH

DIRECTOR OF FIELD SERVICES

EDUCATION:

Bachelor of Science in Occupational Safety and Health
Murray State University
Murray, Kentucky
2013

Western Kentucky Community and Technical College
Paducah, Kentucky
2008-2010

EXPERIENCE:

Summit Environmental Services, Inc. Vice President, Director of Field Services	Kevil, Kentucky 2008 – Present
---	-----------------------------------

- Developed and oversight of corporate safety policies
- Safety consulting – conducting risk assessments at industrial facilities
- Conducted exposure assessments for OSHA Compliance
- Managed and conducted air monitoring for over 400 asbestos abatement projects
- Completed over 500 facility inspections for asbestos, lead based paint and mold
- Collected Hexavalent Chromium air samples during welding operations
- Collected silica air samples
- Conducted mold air and tape sampling on over 300 projects
- Collect wastewater samples at wastewater treatment facilities
- Collect groundwater and surface samples at municipal landfills and coal mines

PROFESSIONAL SKILLS/TRAINING

- Illinois Accredited Asbestos Inspector
- Illinois Accredited Air Sampling Professional and Project Manager
- Illinois and Missouri Accredited Lead Inspector
- Missouri Accredited Asbestos Inspector
- Missouri Accredited Air Sampling Professional
- Kentucky Accredited Asbestos Inspector
- Kentucky Accredited Management Planner
- Tennessee Accredited Asbestos Inspector

- Microscopical Identification of Asbestos – McCrone Research Institute
- 5-Day Asbestos Abatement Contractor/Supervisor (2014-Present)
- OSHA 10
- OSHA 30
- Hazwoper 40 Hour
- Radiological Worker I/II
- Received training for Man Lifts, Confined Space, Lockout/Tagout, Hoisting and Rigging, CPR/First Aid
- Two (2) Hour Fall Protection Seminar
- Sampling and Evaluation of Airborne Asbestos Dust NIOSH 582, Equivalent
- Received NIMS 100 and 200 Incident Command Certificates
- Received site specific safety training in Industrial Facilities: Paducah Gaseous Diffusion Plant, Honeywell, Evonik, Wacker, New Madrid Power Plant, Electric Energy Incorporated

IDPH ASBESTOS
PROFESSIONAL
LICENSE

ID NUMBER ISSUED EXPIRES
100 - 19247 3/4/2019 05/15/2020

JORDAN C GOUGH
2734 TURNER LANDING ROAD
LA CENTER, KY 42056



Environmental Health

ENDORSEMENTS

TC EXPIRES

INSPECTOR

2/14/2020

PROJECT MANAGER
AIR SAMPLING PROFESSIONAL

2/15/2020

Alteration of this license shall result in legal action
This license issued under authority of the State of Illinois
Department of Public Health

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

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101882-0

Environmental Hazards Services, L.L.C.
N. Chesterfield, VA

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

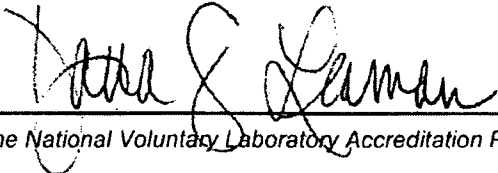
Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2019-01-01 through 2019-12-31

Effective Dates




For the National Voluntary Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Environmental Hazards Services, L.L.C.

7469 Whitepine Road

N. Chesterfield, VA 23237-2261

Ms. Julie Dickerson

Phone: 804-275-4788 Fax: 804-275-4907

Email: jdickerson@leadlab.com

<http://www.leadlab.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101882-0

Bulk Asbestos Analysis

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

A handwritten signature in black ink, appearing to read "David S. Laman".

For the National Voluntary Laboratory Accreditation Program