

PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT CONTRACT NUMBER PS 1157

with

Carnow, Conibear and Associates

To Provide

Environmental Proposal Phase II for

Southwest Area MS

Vicinity of 55th & St. Louis Ave.

Chicago, IL

Mayor Richard M. Daley
Chairman

Montel M. Gayles
Executive Director

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

EXECUTION PAGE
Professional Service Agreement PS 1157

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement,

SIGNED on: 10/10/2007

PUBLIC BUILDING COMMISSION OF CHICAGO

Montell M. Taylor
Executive Director

Attest:

Edgird John
Secretary

Carnow, Conibear and Associates.:

Shirley A. Carnow
President

County of: Cook

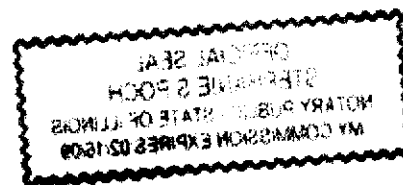
State of: IL

Subscribed and sworn to before me by Shirley A. Carnow and _____ on behalf of Vendor
this 28th day of Sept., 2007

Stephanie S. Poch
Notary Public

My Commission expires: (SEAL OF NOTARY)





TERMS AND CONDITIONS

1. **Definitions.** The following phrases have the same meanings for purposes of this Agreement.

a. **Agreement** means this professional services agreement, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.

b. **Commission** as herein referred to shall include the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director of Construction, Managing Architect, Project Manager, or designated consultant or consultants, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.

c. **Contract Documents** consists of all of the component parts of the Contract between the Commission and the General Contractor for the construction and improvement of the Project including, without limitation, the general and special conditions, technical specifications, drawings, addenda, bulletins and modifications thereto.

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

e. **Key Personnel** means those job titles and persons as identified in those positions as identified in Consultant's proposal and accepted by the Commission.

f. **Project** means the construction and/or improvement of the facility or facilities specified in this agreement of this Agreement.

g. **Services** means collectively, the services duties and responsibilities that are necessary to allow the Consultant to provide the Services required by the Commission under this agreement.

h. **Sub-consultant** means a firm hired by the Consultant to perform professional services related to the construction and/or improvement of the Project.

i. **Technical Personnel** as herein referred to include partners, officers and all other personnel of the Consultant, including technical typists assigned to the Project, exclusive of general office employees.

j. **User Agency** means the municipal corporation that requested the Commission to undertake the construction and/or improvement of the Project.

2. **Incorporation of Documents.** The documents identified below in this paragraph are 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 each of such documents and will comply fully with all applicable portions thereof in performing the Services.

a. **Project Documents.** The plans and specifications for the Project, to the extent that plans and specifications for the Project have been prepared, as set forth and described in this agreement (the "Project Documents").

b. **Policies Concerning MBE and WBE.** The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

3. **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 from time to time by mutual agreement of the Commission and the Consultant.

b. **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 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, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2004, 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 and 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.

c. **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.

d. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Consultant agrees to use best efforts to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

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. 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 performance of all other obligations of the Consultant under this Agreement and any other agreements entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

h. Compliance with Laws. In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in subparagraphs (b) and (c) above and in the documents referred to in paragraph 2 of this Agreement.

i. 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.

j. Defects in Project. The Consultant shall notify the Commission immediately in the event the Consultant obtains knowledge of a defect in the Project or circumstances which could result in a Project delay or cost overrun.

k. 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. The Consultant further agrees that it will assign to the Project at all times during the term of this

Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required hereunder.

1. Changes (Amendments). The Commission may from time to time, request changes to the terms of the Agreement or in the Scope of 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, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for any changes absent such written amendment.

m. Copyrights. The parties intend and agree that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by Consultant at the Commission's instance and expense pursuant to this Agreement (the "Work") shall conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 *et seq.*, and that the Commission, its successors and assigns, will be the copyright owner of all aspects, elements and components thereof in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire", Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefor, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and, at the expense of the Commission, perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Work.

Consultant warrants to the Commission, its successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date hereof Consultant is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Consultant has the legal right to fully assign any such copyright with respect to the Work; (4) Consultant has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; (5) Consultant is not a party to any other agreement or subject to any other restrictions with respect to the Work; and (6) the plans and designs for the Work will be, upon completion of the Services, complete, entire and comprehensive. Further, Consultant agrees that it will not restrict or otherwise interfere with the Commission's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Consultant is indemnified for any damages resulting from any such future re-use or adaptation of the Work as may be authorized by the Commission.

4. Term.

a. The term of this Agreement shall begin on the Commencement Date specified in this agreements and, subject to the provisions of subparagraph (b) below, shall expire upon completion of the Services and acceptance thereof by the Commission or, if the Services are of an ongoing nature, on the Completion Date specified in such Request for Services. The Commission and the Consultant may, from time to time, by mutual agreement, extend the term of this Agreement by amending this agreements.

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.

5. Compensation of Consultant; Reimbursement for Expenses. The Commission shall compensate the Consultant for the Services in the manner set forth Schedule D of this agreement. In addition, the Commission shall, upon submission by the Consultant, which the Consultant may do no more frequently than once every 30 days, and approval by the Commission of detailed invoices therefor, reimburse the Consultant for all Reimbursable Expenses. As used in this paragraph, the term "Reimbursable Expenses" shall mean those expenses identified as such in this agreements to this Agreement.

6. 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 3 (e) 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, the Commission may furnish, or may authorize the Consultant to obtain from a company or companies approved by the Commission as Reimbursable Expenses: (i) a certified survey of the site or sites; (ii) information concerning locations, dimensions and data pertaining to existing buildings and other improvements; (iii) title information; (iv) information concerning available service and utility lines; and (v) results of test borings and other information concerning subsoil conditions.

d. Tests and Reports. To the extent required for the Consultant to perform the

Services, the Commission may furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports; however, the Commission may authorize the Consultant to procure such tests and reports from a company or companies approved by the Commission as Reimbursable Expenses.

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 Project. 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. Indemnities. The Commission shall require, by appropriate provision in each contract let by the Commission after the date of this Agreement with respect to the Project that the contractor(s) and consultant(s) thereunder shall indemnify, save and hold harmless the Commission, the User Agency and the Consultant, and each of them, and their respective commissioners, board members, officers, agents and employees, from all claims, demands, actions and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the work under such contract, and that the contractor there under shall purchase and maintain during the life of such contract such insurance as the Commission may require.

h. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the Commission including copyrights as described in Section 3(m) above.

i. Audits. The Commission shall have the right to audit the books of the Consultant on all subjects relating to the Project and/or the Services.

7. Indemnification of Commission. 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 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.

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

9. 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 give to the Consultant by the Commission;

ii. 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;

iii. 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

iv. 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 courses 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.

10. Disputes.

a. General. All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including without limitation questions concerning allowability of compensation, and all claims for alleged breach of contract, shall be presented in writing to the Executive Director for final determination.

b. Procedure. Requests for determination of disputes will be made by the Consultant in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a PS1157-Carnow, Conibear and Associates

statement of the respective positions of the Consultant and the Project Manager; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Consultant will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Project Manager will have thirty (30) business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Project Manager to respond will not be deemed to be an admission of any allegations made in the request for dispute resolution, but will be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Project Manager was filed or was due unless the Executive Director notifies the Consultant that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. Consultant must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court.

The Consultant will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination will be complied with pending final resolution of the dispute.

11. 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 or the Services.

12. 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.

13. 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 due, the Consultant shall so notify the Commission in writing, and shall assign other qualified members of the Consultant's staff, as approved by the Commission, to the Project.

14. 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.

15. 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. **Reimbursable Expenses** as herein referred to includes actual expenditures, as identified in this agreements, made by the Consultant.

h. **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.

i. **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.

j. **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 A

Southwest Area MS
Environmental Phase II

SCOPE OF SERVICE

See Attachment



CARNOW, CONIBEAR & ASSOC., LTD.

Occupational and Environmental Health Consultants

300 West Adams Street, Suite 1200, Chicago, IL 60606

Tel: (312) 782-4486 (800) 359-1979 Fax: (312) 782-5145

August 27, 2007

Ms. Judy Yoder
Program Management Office
Parsons
10 S. Riverside Plaza, Suite 400
Chicago, IL 60606

Re: Proposal
New Sandoval School
55th Street & St. Louis Avenue
Chicago, Illinois

Dear Ms. Yoder:

As per your request, Carnow, Conibear & Assoc., Ltd. (CCA) is pleased to present this proposal to perform environmental consulting services for the New Sandoval School site located at the northwest corner of West 55th Street and South St. Louis Avenue in Chicago, Illinois. Currently, the site consists of a vacant grass covered field. The proposal has been prepared in accordance with the requests made in your email correspondence dated July 2, 2007 and the requests of the Chicago School Consultants.

BACKGROUND

A Phase I ESA investigation identified recognized environmental conditions (RECs) associated with the subject site as well as the southern adjacent property. RECs included the potential presence of impacted soil and groundwater from the disposal, storage and usage of hazardous materials associated with historic railroad operations at the subject site. Additionally, soil contamination from underground storage tanks (USTs) has been identified at the south adjacent property which was the site of a former filling station.

The Limited Phase II Subsurface Investigation and Focused Site Investigation were conducted to potentially identify and delineate contamination at the subject site. The investigations confirmed that contaminants in the form of SVOCs, PNAs and Metals were present in on-site soils at levels above TACO Tier I SROs, as well as the presence of a "tar-like" substance at a depth ranging approximately six (6) to ten (10) feet bgs. Detailed results of the investigation are presented in ATC Associate Inc. reports, entitled *Limited Phase II Subsurface Investigation Report*, dated June 2003, and *Focused Site Investigation Report*, dated November 2003.

In April 2006 and September 16, 2006 CCA performed additional subsurface soil investigations in an effort to further delineate the extent of contamination at the site. CCA performed subsurface soil investigations as well as a geophysical survey to further evaluate the site. The geophysical survey

consisted of walking a grid pattern across the site while using magnetic survey equipment to detect any anomalies. The subsurface investigation consisted of advancing subsurface soil borings and analyzing and interpreting the results of soil samples collected from the site. Based upon the results of the additional investigations, polynuclear aromatics (PNAs) and arsenic have not been delineated at the site.

PROJECT APPROACH

Task A - Supplementary Soils Investigation

The Supplementary Soils Investigation will be conducted in accordance with the requirements and guidelines of Illinois Environmental Protection Agency (IEPA), Title 35: Environmental Protection, Subtitle G; Waste Disposal, Chapter I: Pollution Control Board, Part 740 Site Remediation Program (SRP), and ASTM E1903-97. The purpose of the soils investigation will be to delineate the (PNA) and arsenic impacts previously identified at the site.

CCA will prepare a Site Specific Safety Plan (SSSP) prior to starting any field activities. This plan will be consistent with the EPA, Occupational Safety and Health Administration (OSHA), IEPA, and the City of Chicago safety and health statutes. CCA will contact "Digger" (the City of Chicago utility locating service) to identify and mark underground utilities and services on the site prior to soil boring activities.

The investigation will be performed using a truck-mounted Geoprobe® unit. Drilling equipment will be steam cleaned or power washed prior to each use. CCA proposes to advance approximately fifteen (15) borings to a depth of approximately sixteen (16) feet. The soil borings will be placed in a linear direction (spaced approximately 10 feet apart) from the previously identified impacts that were not delineated at the site. CCA will present a site diagram and sample strategy for approval prior to conducting field work. All soil samples will be collected using continuous Geoprobe® methodology. The sampling equipment will be cleaned and triple rinsed between uses. CCA's field representative will classify the soil samples utilizing ASTM Standards D2488, perform pocket penetrometer tests on cohesive soil samples, and perform head space analysis on each soil sample. The soil samples will also be field screened using a photoionization detector (PID), which provides a qualitative analysis of volatile organic compounds (VOCs) in the soil sample.

Two (2) soil samples will be collected from each boring for laboratory analysis with the first sample collected from within three feet of the surface and the second sample collected at a greater depth (based on the results previous soil sampling data). This investigation approach will be consistent with the Illinois Administrative Code Title 35 Part 742 (35 IAC 742) *Tiered Approach to Corrective Action Objectives* (TACO) guidelines, which allows the ingestion exposure route to be limited to three feet below ground surface and the inhalation exposure route to be limited to ten feet below ground surface (under certain scenarios).

Soil cuttings generated during the borings will be used to backfill the borehole. The remaining portion of the hole will be grouted with bentonite.

CCA will utilize four ounce, precleaned, clear and amber borosilicate glass jars for the soil sample analyses. All containers are precleaned to EPA standards and sealed with Teflon® lined plastic screw-on lids. All samples collected for analyses will be cooled to a temperature of approximately 4°C. All samples will be placed in an insulated portable cooler filled with ice during their transportation from the site to CCA's office and/or to the laboratory.

Each soil sample will be labeled by a unique identification number after collection during the drilling activities. The sample identification numbers will consist of the site location, the boring number, and the sample depth (for soil samples). Each jar will be labeled at the time of the sampling with the following information using indelible ink: 1) project/site name; 2) date and time of collection; 3) sample location; 4) sample depth; and 5) initials of the sample collector.

All sample analyses will be performed by an IEPA-accredited environmental analytical laboratory. The analyses will be conducted utilizing a standard, five to seven day turnaround period. All laboratory procedures and methods will meet the minimum specified detection limits in accordance with TACO: 35 IAC Part 742 and/or SW 846 protocols.

Based upon the results of the previous investigations, CCA will submit soil samples for one or more of the following laboratory analysis or equivalent:

1. PNAs utilizing EPA Methods 8310 or 8270(SIM);
2. Total Arsenic utilizing EPA Method 6010B;
3. pH utilizing Method 9045C.

CCA will have the soil samples from the closest delineation borings analyzed first. Should these results not delineate the identified impacts, the second tier samples will be analyzed. The strategy will continue until delineation of the impacts has been determined or all proposed soil samples have been analyzed by the laboratory.

CCA will prepare a letter report documenting the results of this investigation and provide recommendations as warranted. Should additional sampling or investigation beyond the investigation proposed be requested by the IEPA or PBCC, CCA will prepare separate proposal for this work.

Task B - Test Pits

Previous geophysical investigations have identified two (2) suspected anomalies at the site. CCA will perform test pits in these areas in an attempt to identify the anomalies and determine whether they could be related to potential underground storage tank(s). CCA may utilize a magnetic locator to assist in locating the previously identified anomalies. CCA has included one (1) day of test pit

excavation activities in our proposal. Soils removed during the test pit investigation will be returned to the excavation.

Task C - Prepare Design Plans and Specifications

CCA will prepare remediation plans and technical specifications for each area requiring remediation work. The design plans and specifications will follow the USEPA, IEPA, OSHA, and other local, state, and federal regulatory agencies guidelines and requirements. The design plans will outline the areas of environmental concern, limits of the remediation work, and quantify the remediation materials as applicable for each area.

The technical specifications for each project will include requirements for contractors qualifications, the proper remediation procedures for each area of environmental concern, protocol for testing, handling, and disposing of contaminated materials, and associated requirements remediation work.

CCA will participate in the bid review process as requested by the PBCC or construction manager. Review bids and qualifications of the potential contractors and provide recommendations in selecting a contractor. CCA will attend pre-construction meeting and other meetings as requested by the PBCC.

Task D - Remediation Oversight/Contract Administration/Submittal Review/Closeout

CCA will provide oversight during the remediation activities to ensure that the Contractor adheres to the applicable contract specifications and provide assistance to the PBCC and/or designated representative(s) related to the environmental activities performed during the project. These activities will include:

- Perform on-site oversight of Contractor during remediation activities. Document daily remediation activities.
- Sign contaminated soil waste disposal manifests as an agent of the PBCC.
- Attendance at construction progress meetings.
- Review required specification submittals from Contractor related to the environmental specifications prepared by CCA .
- Assistance with pay application review for environmental scope tasks.
- Compilation of documentation presented by the Contractor for the required remediation work per the design plans and specifications for subsequent project closeout reporting.

The exact duration of the remediation work is an unknown at this time, therefore for the purposes of this proposal, CCA has estimated an additional three (3) months (12 weeks) of field remediation oversight. Field work is based upon an estimated 8.5 hour work day. Additionally, since the potential exists that some additional soil or groundwater sampling may be necessary during remediation/construction activities, CCA has included an allowance for these potential reimbursable costs. Please note that no UST removal or reporting has been included in this proposal. Should an

UST be discovered and removed as part of the project, CCA will submit separate proposal for the associated work, as applicable.

Task E - UST Removal Oversight

CCA will conduct oversight activities during the removal of underground storage tanks (USTs) at the site, if encountered. Oversight will include, but not limited to, providing photographic documentation of the removal, preparing maps of the site, and conducting interface activities with Department of Environment (DOE) and the Chicago Fire Department.

CCA collected confirmation soil samples from each tank excavation upon completion of removal activities. Generally, six (6) samples, two (2) samples from the base of the excavation and four (4) samples from the sidewalls [one (1) sample from each wall] will be collected from each excavation. The soil samples from the UST excavation will be collected after the removal of impacted backfill soils. The soil samples will be analyzed for the appropriate IEPA Leaking Underground Storage Tank (LUST) program parameters for each UST identified. Since the size contents and number of UST(s) is unknown at this time, CCA has estimated one (1) week of time for removal and an allowance for laboratory analysis, as necessary. CCA will submit all soil samples to an IEPA accredited environmental laboratory, for quantitative analyses. All work was performed according to applicable federal, state, and local regulations.

CCA understands that any leaking underground storage tank (LUST) incident will be transferred into the SRP. CCA will prepare the necessary IEPA form. Additional reporting time to incorporate UST confirmation soil samples into the SRP CSI report is based upon two (2) USTs.

Task F - SRP Reporting

The Scope of Work for the additional Site Remediation Program (SRP) activities consists of the following: (1) compile the data and information required by the IEPA; and (2) prepare SRP reports that combines all the results of the investigations conducted at the site. The following is a brief description of CCA's approach for this project.

Comprehensive Site Investigation Report (CSIR)/ Focused Site Investigation

CCA will prepare either the Comprehensive Site Investigation Report (CSIR) in accordance with the SRP guidelines promulgated in 35 IAC 740.425 or Focused Site Investigation Report in accordance with SRP guidelines promulgated in 35 IAC 740.435 . The report will generally include information regarding the site history, potential sources of soil contamination, investigation activities, vertical and horizontal extent of impacted soils, and other information regarding the site conditions.

The report will summarize the results of the CCA investigation, previous investigations, characterize contaminants of concern, and identify and delineate the extent of impacts at the site. The report shall

include a TACO Tier 1 assessment which compares the site sampling data to appropriate Tier 1 Site Remediation Objectives (SROs) [residential, PNA background, and soil component of groundwater ingestion exposure route,]. The construction worker exposure route evaluation will not be performed unless requested by the IEPA, per the direction of the CPS. This assessment will be performed using available analytical data in conjunction with data related to potential receptors, hydraulic flow characteristics, contaminant mobilities and toxicities, biological degradation rates, etc. The TACO assessment will be performed in the context of the City of Chicago ordinance restricting groundwater well usage (thereby, significantly limiting the risk associated with the groundwater ingestion exposure route within the City of Chicago corporate limits). Preliminary TACO assessments such as those described above are often extremely valuable in identifying sites for which costly remediation is neither effective nor provides any additional protection to human health or the environment. The results from this preliminary TACO assessment will enable CCA to identify the RECs remaining at the site, identify the exposure route exceedances present, and provide preliminary recommendations of how certain perceived risks posed by the contaminants could potentially be approached/managed or further assessed relative to short-term exposures (such as during construction work) and relative to long-term scenarios associated with the proposed end use (and end users) of the site.

Water well and geological information will be requested from the applicable agencies. CCA will review available geological and hydrological data and publications (including the ISGS Berg Circular), and provide a discussion regarding the groundwater conditions of the site. Bedrock depth and the depth of any aquifer that could be used as potable water sources will be determined. The report will include, but is not limited to, the following:

- Information regarding the site history;
- Description of potential sources of soil impacts;
- Description of the additional investigation and previous investigation activities;
- Delineation of the vertical and horizontal extent of impacted soils;
- An endangerment assessment of potential exposure route;
- Detailed descriptions of the field work and pertinent observations;
- Copies of all laboratory reports of the analytical results;
- Comparisons of the analytical results with the applicable SROs;
- Discussion of the geological and hydrological characteristics of the site;
- Discussion of the groundwater conditions at the site; and
- Site maps illustrating the site features, sample locations, soil boring logs, and extent of impacted soils.

Remedial Objectives Report/Remedial Action Plan (ROR/RAP)

CCA will perform an endangerment assessment in accordance with 35 IAC 742 to determine if contaminated soil can be managed in-place and if active remediation will be required at the site in order to obtain a NFR letter for the site. CCA will prepare the ROR portion of the report in accordance with the requirements of 35 IAC 740.440 and 35 IAC 740.445. The ROR/endangerment

assessment portion of the report may include groundwater modeling, use of engineered barriers and/or institutional controls, calculation of less stringent, but equally protective Tier 2 SROs using site specific conditions, and Tier 3 evaluations, including introduction of new chemical and/or site parameters from scientific studies, modification of standard engineered barriers, and/or justification of an incomplete pathway or impractical remediation. The Tier 2/Tier 3 analysis may include the use of TACO Pro[®] software, performing analysis using Exposure and Risk Assessment Decision Support System (DSS) software, or exclusion of exposure routes. The evaluation of the site conditions will enable CCA to evaluate whether the exposure route is active/applicable at the site and determine the appropriate remedial objectives (Tier 1 or developed Tier 2/Tier 3) for the site. If the ROR indicates that remediation is required for a site, CCA will evaluate potential in-situ and ex-situ remediation technologies, as well as conventional remediation (excavation and disposal) to determine the most effective and cost efficient strategy. The selected remediation technologies will be included in the RAP portion of the report. This RAP would take into consideration time, spatial, and other constraints that may reduce the effectiveness of the remediation. The RAP will include consideration of the proposed development/improvement plan for the site.

The remediation activities proposed in the RAP will be based upon the type of contaminants present, volume of materials that may require remediation, and cost associated with each approach. The RAP will provide details regarding the planned remediation activities for the site. The RAP portion of the report will include, at a minimum, the following:

- Description of proposed remediation activities;
- Effectiveness of the recommended remediation activities;
- Exhibits illustrating the limits of areas requiring remediation; and
- Procedures for the off-site disposal of impacted soils and water (if any).

Upon completion of the endangerment assessment and evaluation of remediation alternatives, CCA will prepare the combined ROR/RAP report. The report will include a detailed discussion of the identified impacts, the endangerment assessment (including modeling and SRO calculations) and the approach to remediate impacts identified at the site.

Remedial Action Completion Report (RACR)

CCA will prepare the Remedial Action Completion Report (RACR) for the site to document that all remedial activities were completed. The RACR will be prepared in accordance with 35 IAC 740.455. The report will include waste disposal manifests, exhibits, and photographic documentation of the remediation activities.

Upon preparing the final RACR document, CCA will submit the report to the IEPA along with a completed IEPA DRM-2 form.

Task G - Filing/Processing Fees for SRP Program

CCA will prepare and submit the DRM-1 and application fee to the IEPA. Submit DRM-2 with subsequent CSIR or FSIR, ROR/RAP and RACR. Upon submittal of the RACR report, CCA will request that the IEPA issue a NFR letter for the site. CCA anticipates that obtaining the NFR letter from IEPA will require correspondence between the Agency and CCA, including a review of the draft NFR letter to ensure that the site limitations (if any) are appropriately presented and to ensure that the correct legal description of the site is listed.

GENERAL REPORTING INFORMATION

CCA understands that all reports will be issued in draft for review to the Public Building Commission of Chicago (PBCC), Chicago School Consultants (CSC) representative, and the Chicago Public Schools (CPS). CCA understands that the review period is estimated at 10 days. CCA also understands that the final reports will be issued in both electronic pdf format and hard copy format. CCA has included the preparation of one (1) electronic copy and two (2) hard copies of the final reports to each the PBCC and CPS.

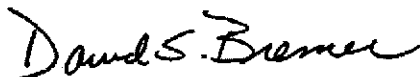
PROJECT BUDGET

CCA's "Not to Exceed" cost for conducting the activities outlined in the Scope of Work is **\$157,330.00**. The attached table provides the service fees included in this proposal. Should changes occur that require additional compensation beyond what is included in the attached table, CCA will prepare change order for these costs.

Should you have any questions regarding this proposal, please contact the undersigned at (312) 762-2915.

Sincerely,

CARNOW, CONIBEAR & ASSOC., LTD.



David Bremer, CHMM, REM
Manager, Environmental Engineering Services

SCHEDULE B & C

Southwest Area MS
Environmental Phase II

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SCHEDULE D
Southwest Area MS
Environmental Phase II
COMPENSATION

See Attachment

**Service Fee Unit Rates
New Sandoval School
55th Street and St. Louis Avenue, Chicago, IL**

Office Support				
Environmental Engineer/Geologist	24	Hour	\$ 70.00	\$ 1,680.00
Project Executive	4	Hour	\$ 120.00	\$ 480.00
			Subtotal	\$ 2,160.00
Office Support				
Environmental Engineer/Geologist	24	Hour	\$ 70.00	\$ 1,680.00
Sr. Scientist/Professional Engineer	4	Hour	\$ 100.00	\$ 400.00
Project Executive	2	Hour	\$ 120.00	\$ 240.00
Clerical/Administrative	4	Hour	\$ 30.00	\$ 120.00
			Subtotal	\$ 2,440.00
Laboratory Analysis				
PNAs	30	Each	\$ 90.00	\$ 2,700.00
Arsenic Total	30	Each	\$ 15.00	\$ 450.00
pH	10	Each	\$ 8.00	\$ 80.00
Sampling Supplies	1	Lump	\$ 150.00	\$ 150.00
			Subtotal	\$ 3,380.00
Drilling/Geoprobe Subcontractor Services				
Mobilization Costs	1	Lump	\$ 300.00	\$ 300.00
Day Rate	2	Lump	\$ 1,850.00	\$ 3,700.00
Additional Costs associated with Sub Services (inc. decon materials)	1	Lump	\$ 395.00	\$ 395.00
			Subtotal	\$ 4,395.00
Field Activities				
Environmental Engineer/Geologist	10	Hour	\$ 70.00	\$ 700.00
Project Executive	4	Hour	\$ 120.00	\$ 480.00
			Subtotal	\$ 1,180.00
Laboratory Support				
Environmental Engineer/Geologist	16	Hour	\$ 70.00	\$ 1,120.00
Project Executive	2	Hour	\$ 120.00	\$ 240.00
Clerical/Administrative	4	Hour	\$ 30.00	\$ 120.00
			Subtotal	\$ 1,480.00
Equipment				
Day Rate (Backhoe Equipment w/operator)	1	Day	\$ 2,000.00	\$ 2,000.00
Geophysical Equipment	1	Day	\$ 250.00	\$ 250.00
Mobilization Costs	1	Lump	\$ 500.00	\$ 500.00
			Subtotal	\$ 2,750.00
Summary				
Environmental Engineer/Geologist	80	Hour	\$ 70.00	\$ 5,600.00
Senior Scientist/Professional Engineer	24	Hour	\$ 100.00	\$ 2,400.00
Project Executive	40	Hour	\$ 120.00	\$ 4,800.00
Clerical/Administrative	8	Hour	\$ 30.00	\$ 240.00

**Service Fee Unit Rates
New Sandoval School
55th Street and St. Louis Avenue, Chicago, IL**

	Environmental Engineer/Geologist (Field - 12 weeks, 8.5 hrs/day)	510	Hour	\$ 70.00	\$ 35,700.00
	Environmental Engineer/Geologist (Office - 4hrs/week)	48	Hour	\$ 70.00	\$ 3,360.00
	Clerical/Administrative 2hrs/week	24	Hour	\$ 30.00	\$ 720.00
	Project Executive 8hrs/week	96	Hour	\$ 120.00	\$ 11,520.00
	Subtotal				\$ 51,300.00
	Environmental Engineer/Geologist	40	Hour	\$ 70.00	\$ 2,800.00
	Senior Scientist/Professional Engineer	24	Hour	\$ 100.00	\$ 2,400.00
	Project Executive	40	Hour	\$ 120.00	\$ 4,800.00
	Clerical/Administrative	40	Hour	\$ 30.00	\$ 1,200.00
	Subtotal				\$ 10,120.00
	Misc.				
	Various Laboratory	1	Allowance	\$ 5,000.00	\$ 5,000.00
	Expense Allowance 50/week	12	Allowance	\$ 20.00	\$ 240.00
	Subtotal				\$ 5,240.00
	Environmental Engineer/Geologist (Field - 1week, 8.5 hrs/day)	42.5	Hour	\$ 70.00	\$ 2,975.00
	Environmental Engineer/Geologist (Office - 4hrs/week)	4	Hour	\$ 70.00	\$ 280.00
	Clerical/Administrative 2hrs/week	2	Hour	\$ 30.00	\$ 60.00
	Project Executive 8hrs/week	8	Hour	\$ 120.00	\$ 960.00
	Subtotal				\$ 4,275.00
	Reporting (Incorporation of data into CSI)				
	Environmental Engineer/Geologist	32	Hour	\$ 70.00	\$ 2,240.00
	Senior Scientist/Professional Engineer	8	Hour	\$ 100.00	\$ 800.00
	Project Executive	4	Hour	\$ 120.00	\$ 480.00
	Clerical/Administrative	4	Hour	\$ 30.00	\$ 120.00
	Subtotal				\$ 3,640.00
	Laboratory Analysis				
	Various Laboratory - Confirmation Samples	1	Allowance	\$ 5,000.00	\$ 5,000.00
	Subtotal				\$ 5,000.00
CSI	Environmental Engineer/Geologist	80	Hour	\$ 70.00	\$ 5,600.00
	Senior Scientist/Professional Engineer	24	Hour	\$ 100.00	\$ 2,400.00
	Project Executive	16	Hour	\$ 120.00	\$ 1,920.00
	Clerical/Administrative	8	Hour	\$ 30.00	\$ 240.00
	Subtotal				\$ 10,040.00
ROR/RAP	Environmental Engineer/Geologist	80	Hour	\$ 70.00	\$ 5,600.00
	Senior Scientist/Professional Engineer	24	Hour	\$ 100.00	\$ 2,400.00
	Project Executive	16	Hour	\$ 120.00	\$ 1,920.00
	Clerical/Administrative	8	Hour	\$ 30.00	\$ 240.00
	Subtotal				\$ 10,040.00

**Service Fee Unit Rates
New Sandoval School
55th Street and St. Louis Avenue, Chicago, IL**

RACR	Environmental Engineer/Geologist	40	Hour	\$ 70.00	\$ 2,800.00	
	Senior Scientist/Professional Engineer	16	Hour	\$ 100.00	\$ 1,600.00	
	Project Executive	8	Hour	\$ 120.00	\$ 960.00	
	Clerical/Administrative	8	Hour	\$ 30.00	\$ 120.00	
		Subtotal \$ 5,480.00				
	Environmental Engineer/Geologist	16	Hour	\$ 70.00	\$ 1,120.00	
	Senior Scientist/Professional Engineer	8	Hour	\$ 100.00	\$ 800.00	
	Project Executive	8	Hour	\$ 120.00	\$ 960.00	
	Clerical/Administrative	8	Hour	\$ 30.00	\$ 240.00	
		Subtotal \$ 3,120.00				
	Fees					
	SRP Application Fee	1	Each	\$ 500.00	\$ 500.00	
	NFR Letter Fee	1	Each	\$ 2,500.00	\$ 2,500.00	
	NFR Filing Expenses	1	Each	\$ 250.00	\$ 250.00	
	IEPA or RELPE Review Fees	1	Estimate	\$ 15,000.00	\$ 15,000.00	
		Subtotal \$ 18,250.00				

SCHEDULE E

Southwest Area MS
Environmental Phase II

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.

E.1. INSURANCE TO BE PROVIDED

E.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 \$500,000 each accident, illness or disease.

E.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 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 (with no limitation endorsement). The Public Building Commission and Board of Education must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

E.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 \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and Board of Education must be named as additional insureds on a primary, non-contributory basis.

E.1.4. Professional Liability

When any professional Consultant performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

E.1.5. Property

The Consultant is responsible for all loss or damage to Commission and/or Board of Education property at full replacement or repair cost. 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.

E.1.6. Valuable Papers

When any plans, designs, drawings, specifications, data, media, and 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.

E.1.7 Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. 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. The Public Building Commission and the Board of Education are to be named as additional insureds on a primary, non-contributory basis.

E.1.8 Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance 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.

E.2. ADDITIONAL REQUIREMENTS

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

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

The insurance must provide for 60 days prior written notice to be given to the Commission if any policies are canceled, substantially changes, or non-renewed.

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission and Board of Education, their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission and the Board of Education do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

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