

PUBLIC BUILDING COMMISSION OF CHICAGO

PS 980

Environmental Services for Various Locations



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CONSULTANT: PATRICK ENGINEERING INC.

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**AGREEMENT FOR
ENVIRONMENTAL CONSULTING SERVICES**

AGREEMENT NO. PS 980

PREAMBLE:

THIS AGREEMENT, dated as of June 13, 2006 but actually signed on the date witnessed on the Execution Page, by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, ("**COMMISSION**"), and Patrick Engineering Inc., an Illinois corporation, with offices at 4970 Varsity Drive ("**CONSULTANT**"), at Lisle, Illinois.

BACKGROUND INFORMATION

The Commission, on behalf of various User Agencies, requires certain professional environmental consulting services described in Schedule A to this Agreement.

The Commission desires to retain the Consultant on the terms and conditions set forth in this Agreement to perform those Services, and the Consultant desires to be so retained by the Commission. The Consultant has represented to the Commission that it is qualified and competent by education, training and experience to perform the Services and has knowledge, skill, experience and other resources necessary to perform them in accordance with standards of reasonable professional skill and diligence.

The Consultant has promised to confer with the Commission, review each set of Project Documents(defined below), if any, make site inspections, and take such other actions as the Consultant deems necessary or advisable to familiarize itself with the scope and requirements of each project and the Services, as requested by the Commission.

NOW, THEREFORE, the Commission and the Consultant agree to the Terms beginning on Page 3:

EXECUTION PAGE

SIGNED BY THE PARTIES TO THIS AGREEMENT AS OF THE 25 DAY OF August, 2006.

PUBLIC BUILDING COMMISSION
OF CHICAGO:

ATTEST:

BY: [Signature]
SECRETARY

BY: [Signature]
CHAIRMAN

Patrick Engineering Inc.

BY: [Signature]
TITLE: PRESIDENT/VICE PRESIDENT

BY: [Signature]
TITLE: SECRETARY/ASSISTANT SECRETARY

AFFIX CORPORATE SEAL HERE

COUNTY OF Cook
STATE OF Illinois

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26 DAY
OF July, 2006 BY
Jeffrey C. Schuh AND Richard J. Hayes
AS Sc. Vice President (TITLE) AND
Corporate Secretary (TITLE) RESPECTIVELY OF
Patrick Engineering Inc.
(NAME OF COMPANY).

[Signature]
(SEAL OF NOTARY PUBLIC)
NOTARY PUBLIC OFFICIAL SEAL
DAVID HANSEN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/06/07

TERMS

1. **INCORPORATION OF RECITALS.** The matters recited above are incorporated in and made a part of this Agreement.

2. **DEFINITIONS AND USAGE.**

a. **Definitions.** The following phrases have the following meanings for purposes of this Agreement:

i. **"Agreement"** means this Agreement for Environmental Consulting Services, including all exhibits or documents attached to it and/or incorporated by reference in it, and all amendments, modifications, or revisions made in accordance with its terms.

ii. **"Commission,"** for purposes of giving instructions, consents, approvals, or authorizations under this Agreement, includes the Commission's Executive Director, Senior Director of Construction, Managing Architect, Portfolio Manager, or designated consultant or consultants, acting on the Commission's behalf, as designated by the Executive Director in writing.

iii. **"Consultant"** means the company or other entity identified in the preamble of this Agreement, and its successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.

iv. **"Contingent Additional Services"** means additional services to be provided by the Consultant for a Project pursuant to the provisions of Schedule A.

v. **"Deliverables"** means the documents, in whatever format requested by the Commission, including technical specifications, drawings, plans, reports, forms, recommendations, analyses, and interpretations that the Consultant is required to provide to the Commission under this Agreement.

vi. **"Environmental Laws"** means all applicable Federal, State, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.

vii. **"Hazardous Materials"** means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, special nuclear materials, and by-product materials regulated under the Federal Atomic Energy Act (42 U.S.C Sec. 2014, et seq.) pesticides under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C Sec. 136. Et seq.) and any hazardous waste, toxic substance or related material, including any substance defined or treated as "hazardous waste," "special waste," "toxic substance," or a comparable term in any Environmental Law.

viii. **"Key Personnel"** means those job titles and individuals identified in those positions as identified in Schedule E of the Agreement or in the Consultant's proposal and accepted by the Commission.

ix. **"Project"** means the construction and/or improvements of a facility or facilities that is the subject of a Sub-Order assigned to the Consultant, including site preparation contemplated under this Agreement.

x. **"Reimbursable Expenses."** Please see Schedule C, Section C.1.6.

xi. **"Services"** means collectively, the Consultant's services, duties, and responsibilities that are described in this Agreement and any related services necessary to allow the Consultant to provide the Services required under this Agreement.

xii. **"Subconsultant"** means a firm hired by the Consultant to perform professional services related to the construction and/or improvement of a Project.

xiii. **"Technical Personnel"** include partners, officers and all other personnel of the Consultant, including technical typists assigned to a Project, exclusive of general office employees.

xiv. **"User Agency"** means the municipal entity that requested the Commission to undertake the construction and/or improvement of a Project.

b. **Usage and Conventions.**

i. **Captions and Headings.** The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, section, or provision of the Agreement.

ii. **The term "include,"** in all its forms, means "include, without limitation" unless stated otherwise.

iii. **Gender.** Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

iv. **References to "approved by the Commission" or to "approval by the Commission"** are not intended to and must not be interpreted to absolve the Consultant from liability due to errors and omissions.

3. **INCORPORATION OF DOCUMENTS.** The documents identified below in this Section are incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges that Consultant is familiar with the contents of each of them and will comply fully with all applicable portions in performing the Services.

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

4. **ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES.**

a. **Engagement.** The Commission engages the Consultant, and the Consultant accepts the engagement, to provide the Services described in Schedule A to this Agreement, as they may be amended from time to time by mutual agreement of the Commission and the Consultant, upon request of the Commission in the form of one or more Sub-Orders.

b. **Performance Standard.** The Consultant represents 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 will assign to a Project at all times

during the term of this Agreement the number of experienced, appropriately trained, and if necessary, licensed employees necessary for the Consultant to perform the Services in the manner required under this Agreement. The Consultant will perform the Services in accordance with the applicable requirements and guidelines of the city of Chicago, Illinois Environmental Protection Agency (IEPA), the federal government, the Commission, and standard industry practices consistent with the law.

c. **Key Personnel.** 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. The Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to each Project (set forth in Schedule E) or projects (in Consultant's proposal under particular Sub-Orders if this Agreement is a term agreement). Accordingly, the Consultant must not reassign or replace Key Personnel without the written consent of the Commission. The Consultant is not permitted to assign or pledge this Agreement nor any right or obligation under it without the prior written approval of the Commission. The Commission may at any time in writing notify Consultant that the Commission will no longer accept performance of Services under this Agreement by one or more of Consultant's personnel or Key Personnel listed in the Agreement in Schedule E. Upon that notice Consultant must immediately suspend the person(s) from performing Services under this Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to approval by the Commission.

d. **Adequate Staffing.** The Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned whenever carrying out a Sub-Order. The Consultant must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule E. The level of staffing may be revised from time to time by notice in writing from Consultant to the Commission and with prior written

e. **Compliance with Policies Concerning MBE and WBE.** Without limiting the generality of the requirements of the Commission's policies referred to in Section 3, the Consultant promises to use every reasonable effort to utilize minority business enterprises for not less than 25% for MBE and 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 the Resolution as may be requested by the Commission from time to time.

f. **Delays.** The Consultant must not assert any charges or claims for damages 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, will 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 consent of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for their completion under this Agreement in no way operates as a waiver on the part of the Commission of any of its rights under it or in law or equity.

g. **Records.** The Consultant must maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with a Project and the Services. These records must be maintained in accordance with recognized commercial accounting practices. The Commission may examine the records at Consultant's offices upon reasonable notice during normal business hours. Consultant must retain all such records for a period of not less than five calendar years after the termination of this Agreement.

h. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant must comply with all applicable federal, state and local laws, including:

i. **Nondiscrimination.** In performing under this Agreement the Consultant will not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Consultant certifies that it is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 *et seq.* (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended; the Environmental Barriers Act., 410 ILCS 25/1 *et seq.*; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 *et seq.* of the Municipal Code (1990), as amended.

ii. The Consultant will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

iii. **Employment Procedures, Preferences and Compliance.** Salaries of Consultant's employees performing work under this Agreement must 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. The Consultant certifies that it is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (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 will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act 1986, 41 U.S.C. §§ 51-58 (1992), 18 U.S.C. § 874 (1992) 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 *et seq.* If, in the performance of this Agreement, the Consultant receives any direct or indirect kickback, as defined in any of the above-mentioned laws and regulations, the Commission may withhold from the Consultant, out of payments due to it, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid and the salaries actually paid those employees for the total number of hours worked. The amounts withheld will be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

i. **Progress Meetings.** Meetings to discuss the progress of each Project and/or to review the performance of the Consultant will be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant will cause the meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

j. **Notification Regarding Environmental Concerns.** On any Project for which the Consultant has an open Sub-Order under this Agreement, the Consultant must notify the Commission immediately if the Consultant obtains knowledge of Hazardous Materials at the Project site or breach of Environmental Laws by contractors or others at the Project site or other environmental concerns that could result in a Project delay or cost overrun.

k. **Amendments.** The Commission may from time to time, request changes to the terms of the Agreement, any Sub-Order, or in the Consultant's Scope of Services under it or them. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, that are mutually agreed upon by and between the Commission and Consultant, must be incorporated in a written amendment to this Agreement or revision to the Sub-Order, as appropriate. The Commission is not liable for any changes absent the written amendment or revised Sub-Order.

l. **Copyrights.**

i. The parties intend 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") will 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 of their aspects, elements and components in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire", Consultant 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.

ii. 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, if any, will be, upon completion of the Services, with respect to each Sub-Order, in conformance with the performance standard set forth in Article 4.b. of this Agreement; and

iii. Further, Consultant 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 so long as 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.

5. TERM.

a. Starting and Ending Services. Consultant's Services under this Agreement begin on the Commencement Date specified in Schedule A to this Agreement and, subject to the provisions of subsection 5.b below, expire upon completion of the Services and their acceptance by the Commission or, if the Services are of an ongoing nature, on the events specified in Schedule A.

b. Extension(s). The Commission and the Consultant may, from time to time, by mutual written agreement, extend the term of this Agreement.

c. Early Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement, with or without cause, by written notice given to the Consultant at least 10 days before the effective date of termination.

d. Suspension by the Commission. In addition to early termination under subsection 5.c, the Commission has the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant under this Agreement with respect to all or any part of the Services, by written notice given to the Consultant at least 5 days before the effective date of suspension. Termination or suspension of this Agreement does 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 will pay 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 will the Commission be liable to the Consultant for any loss, cost or damage that the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided in this Agreement; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

e. Time of Essence. The Consultant acknowledges 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 each Project by the Commission. Consultant will use every reasonable efforts consistent with the applicable standards under this Agreement 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 that are

managed or administered by the Consultant as a result of the Consultant's engagement under this Agreement.

f. **Consultant's Right of Termination.** If a Project, in whole or substantial part, is stopped for a period longer than 45 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 under this Agreement, the Consultant has the right to terminate this Agreement, by written notice given to the Commission at least 7 days before the effective date of termination, and has the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

6. **COMPENSATION OF CONSULTANT; REIMBURSEMENT FOR EXPENSES.**

The Commission will compensate the Consultant for the Services in the manner set forth on Schedule C to this Agreement. In addition, the Commission will reimburse the Consultant for all Reimbursable Expenses approved by the Commission upon Consultant's submission of detailed invoices therefor, which the Consultant may do no more frequently than once every 30 days.

7. **RIGHTS AND OBLIGATIONS OF COMMISSION.** In connection with the administration of a Project by the Commission and the performance of this Agreement by the Consultant, the Commission has the following rights and obligations, in addition to those provided elsewhere in this Agreement:

a. **Information.** The Commission will 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 subsection 4.f above, the Commission will make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining to them 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 acceptable to the Commission as Reimbursable Expenses.

e. **Legal, Auditing and other Services.** The Commission will 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 will not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.

f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services are the property of the Commission including copyrights as described in Section 4.1 above.

h. **Audits.** The Commission has the right to audit the books of the Consultant on all subjects relating to each Project and/or the Services.

8. **INDEMNIFICATION.**

a. **Of the Commission.** The Consultant will 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 , 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.

b. **Of Consultant.** With respect to each Project the Commission will require, by appropriate provision in each contract let by the Commission after the date of this Agreement, that each contractor under its contract must indemnify and hold harmless the Commission, the User Agency and the Consultant, and each of their respective commissioners, board members, officers, 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. The Commission will also require the contractor under its contract to purchase and maintain during the life of the contract such insurance as the Commission may require.

9. **INSURANCE TO BE MAINTAINED BY CONSULTANT.**

The Consultant must purchase and maintain at all times during the performance of Services under this Agreement, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage that will adequately insure the Commission, the User Agency and the Consultant against claims and liabilities that could arise out of the performance of the Services, including the insurance coverages set forth on Schedule D to this Agreement.

10. **DEFAULT.**

a. **Events of Default.** Any one or more of the following occurrences constitutes 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 10 days (or such longer period as the Commission, in its sole discretion, may determine if the failure is not capable of being cured within the 10 day period) after the date on which written notice thereof has been given to the Consultant by the Commission;

ii. Any representation or warranty of the Consultant set forth in this Agreement or otherwise delivered pursuant to this Agreement has 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 takes any action in furtherance of any of the foregoing; or

iv. There is 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 that is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement, or there is 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 the appointment has not been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days following the appointment.

b. **Remedies.** If an Event of Default occurs and is continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, 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 has no further obligations under this Agreement or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right operates as a waiver of such right or otherwise prejudices the Commission's rights, powers or remedies.

c. **Remedies Not Exclusive.** No right or remedy conferred upon or reserved to the Commission under this Agreement is exclusive of any other right or remedy under this Agreement or by law or equity provided or permitted, but each is cumulative of every other right or remedy given under this Agreement or now or later existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

11. **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 questions concerning allowability of compensation, and all claims for alleged breach of contract, must 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:

- i. the issue(s) presented for resolution;
- ii. a statement of the respective positions of the Consultant and the Portfolio Manager;
- iii. the facts underlying the dispute;
- iv. reference to the applicable provisions of the Agreement by page and section;
- v. identify any other parties believed to be necessary to the resolution; and
- vi. all documentation that 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 Portfolio Manager will have 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 Portfolio 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 the allegation(s), if any. After the 30 business days, the Executive Director may reach his decision 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 45 business days after receipt of the response by the Portfolio 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.

12. **CONFIDENTIALITY.**

All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant will not make such reports, information or data available to any party without the prior written approval of the Commission. In addition, the Consultant must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, any Project or the Services.

13. **RELATIONSHIP OF PARTIES.**

The relationship of the Consultant to the Commission under this Agreement is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary on Schedule A to this Agreement, has 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 must not be construed as an Agreement of partnership, joint venture, or agency.

14. **MISCELLANEOUS.**

a. **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.

b. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which will be deemed an original.

c. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties to this Agreement 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 in this Agreement. This Agreement may not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties to this Agreement.

d. **Force Majeure.** Neither of the parties is liable to the other for any delay or failure in performance under this Agreement due to causes that are beyond the control of the party unable to perform. If a force majeure event occurs, the party delayed or unable to perform must 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 is not obligated to pay for Services to the extent and for the duration that their performance is delayed or prevented by force majeure, but, for so long as the Consultant is not in default of any obligation of the Consultant under this Agreement, the Commission will pay the Consultant, according to the terms of the Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.

e. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and must be construed under and in accordance with the internal laws of the State of Illinois.

f. **No Waiver.** The waiver by either party of any breach of this Agreement does not constitute a waiver as to any succeeding breach.

g. **Severability.** If any provisions of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired by that.

h. Successors and Assigns. 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, therefore, must not assign either this Agreement or any right or obligation under it, in whole or in part, without the prior written approval of the Commission. 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 each Project, and, therefore, in the event of the unavailability of these members, the Consultant must so notify the Commission in writing, and must assign other qualified members of the Consultant's staff, as approved by the Commission, to the Project.

Except as otherwise provided in this Section 14.h this Agreement is binding upon and inures to the benefit of each of the parties to this Agreement and their respective successors and assigns.

15. NOTICES.

All notices required to be given under this Agreement must be given in writing and must 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 in the Preamble above. If given as provided under this Agreement, the notice will 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 under this Agreement must be sent by giving notice to the other party in the manner provided in this subsection.

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**SCHEDULE A
DETAILED SCOPE OF SERVICES**

Environmental Services for Various Locations

SCOPE OF SERVICES

GENERAL DESCRIPTION.

The Consultant will perform environmental consulting services on various Commission projects upon specific written request of the Commission up to the maximum amount of compensation authorized in Schedule C.

TERM.

The Agreement will be in effect from July 19, 2006 and will end July 18, 2008, unless terminated earlier according to its terms or unless otherwise amended.

A.1 PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

The purpose of the Phase I ESA is to: (a) assist the Commission in identifying, when reasonably possible, past, existing or potential environmental concerns associated with the subject site; (b) determine if additional investigation (i.e., groundwater and/or soil sampling) is warranted to reduce or minimize the Commission's risks; and (c) provide information to assist the Commission in the decision-making process associated with the site acquisition.

The Phase I ESA will be conducted according to applicable portions of the latest version of the **American Society for Testing and Materials (ASTM) Standard E1527**, and the Commission's requirements and guidelines.

The Consultant must perform Phase I ESA Services, at a minimum consisting of, but not limited to, the following:

A. 1.1 Describe Present Land Uses:

- A. 1.1.1 Location and size of the site (including photographs of site).
- A. 1.1.2 Legal description.
- A. 1.1.3 Structure and usage of building, including date of construction.
- A. 1.1.4 Adjacent land uses (aerial maps and census records, past and present).
- A. 1.1.5 Geography, geology, hydrology, topography.
- A. 1.1.6 Activities at the site, including waste disposal, cleaning activities, manufacturing processes, loading, storage
- A. 1.1.7 Current owner/ operator's environment compliance / health programs.

A. 1.2 Provide a Site History, including:

- A. 1.2.1 Previous uses of the site and history of adjacent land uses.
- A. 1.2.2 Past owners or operators of the site, who may have generated, treated, stored or disposed of hazardous materials.
- A. 1.2.3 Sources of information for historic research include but may not be limited to:

- A. 1.2.3.1 Deed and title search
- A. 1.2.3.2 Federal, state, municipal documents, including permits, zoning ordinances, tank registrations
- A. 1.2.3.3 Other governmental records
- A. 1.2.3.4 Business directories
- A. 1.2.3.5 Cartographic sources (Sanborn fire insurance maps, USGS topographic maps, zoning maps, land use maps, and aerial photographs)
- A. 1.2.3.6 Newspaper accounts, court records, technical publications, archival records, company records and brokerage directories
- A. 1.2.3.7 Census records
- A. 1.2.3.8 Interviews with past and present owners and operators, including tenants and, if necessary, employees

A. 1.3 Review Regulatory Records, including

- A. 1.3.1 Review databases of hazardous waste and hazardous substances, including RCRA, compliance and notification, USTs, CERCLA/ SARA, MSDS and manifests, HWRIC, determine the nearest NPL and CERCLIS sites and EPCRA filings
- A. 1.3.2 Contact appropriate regulatory agencies regarding permits, licenses, copies of any documents filed or received
- A. 1.3.3 Check the Security and Exchange Commission records to ascertain mandated disclosures of the company's environment liabilities and policies
- A. 1.3.4 Investigate compliance with state and local codes including notices of violation, notices of inquiry or citations
- A. 1.3.5 Investigate environmental liens
- A. 1.3.6 Investigate adjacent property uses (through directories, title searches)
- A. 1.3.7 Review readily obtainable EPA records to identify Resource Conservation Recovery Act (RCRA) notifiers, Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) sites, National Priority List sites, Landfill and/or Solid Waste Disposal sites. In addition, the Emergency Response Notification System (ERNS) list, Leaking Underground Storage Tank (LUST) list, and the State registered UST list will be reviewed.

A. 1.4 Perform a Site Walk-Thru with Site Manager/ Representative.

Review the environmental setting of the site regarding geology, hydrogeology, hydrology, and topography. Consultant will include any areas of the site of ecological interest, such as wetlands. Consultant must identify and document the following site conditions, or compliance with the following requirements, as applicable. When necessary and only if requested by the Commission, the Consultant must manage such compliance.

A.1.4.1 Visible signs of contamination

- A.1.4.1.1 Stained or disturbed soils, unusual topographical conditions; stressed vegetation; identify on site map

- A. 1.4.1.2 Pits/ ponds/ lagoons/ piles
- A. 1.4.1.3 Surface waters and drainage
- A. 1.4.1.4 Containment/ materials stored on site
- A. 1.4.1.5 Evidence of any release
- A. 1.4.1.6 Potential migration pathway including soil and groundwater exposure pathways
- A. 1.4.1.7 Railway systems
- A. 1.4.1.8 Dumpster areas
- A. 1.4.1.9 Differential settlement of soil
- A. 1.4.1.10 Debris/fly dumping
- A. 1.4.2 Waste streams**
 - A. 1.4.2.1 Disposal on-site and off-site
 - 1.4.2.1.1 Manifests
 - 1.4.2.1.1 Destination
- A. 1.4.3 Wastewater**
 - A. 1.4.3.1 Wastewater pretreatment
 - A. 1.4.3.2 NPDES permits
 - A. 1.4.3.3 Municipal and MWRD sewer permits
 - A. 1.4.3.4 Evidence of compliance with permits/ test results
- A. 1.4.4 Solid waste**
 - A. 1.4.4.1 Liquid, hazardous, non-hazardous, and special
 - A. 1.4.4.2 Disposal Service
- A. 1.4.5 Air emissions**
 - A. 1.4.5.1 Permits
 - A. 1.4.5.2 Pollution control devices
 - A. 1.4.5.3 Evidence of compliance with permits/ test results
 - A. 1.4.5.4 Odors, fumes, dust or other visible emissions
 - A. 1.4.5.5 Dispersion modeling
- A. 1.4.6 Noise and Vibration**
 - A. 1.4.6.1 Monitoring
 - A. 1.4.6.2 Reporting and interpretation
- A. 1.4.7 Buildings**
 - A. 1.4.7.1 Stained or damages floors/ drains

- A. 1.4.7.2 Containers/ drums containing hazardous materials – evidence of improper use, storage, treatment or disposal of hazardous wastes or materials at the site
- A. 1.4.7.3 Asbestos survey – determine if asbestos was in the construction of the facility or added after construction, i.e., in roofing materials, flashing, ceiling or floors tiles, heating or pipe insulation, friability
- A. 1.4.7.4 Ventilation systems
- A. 1.4.7.5 Loading docks
- A. 1.4.7.6 Electrical equipment
- A. 1.4.7.7 Storage areas
- A. 1.4.7.8 Radon
- A. 1.4.7.9 Lead paint
- A. 1.4.7.10 Waste treatment areas
- A. 1.4.8 Aboveground and Underground Storage Tank (UST)**
 - A. 1.4.8.1 Visual inspection to locate tanks or equipment related to the tanks, i.e., information related to size, age contents
 - A. 1.4.8.2 Registration with state and local authorities and all other relevant regulatory agencies
 - A. 1.4.8.3 Leaking underground storage tanks (LUSTs)
 - A. 1.4.8.4 UST removals, testing records, status of any tanks, sewers, sump(s), pipelines(s), septic abandoned in place
- A. 1.4.9 PCB Investigation/ Waste Classification**
 - A. 1.4.9.1 Presence of polychlorinated biphenyls (PCBs) in electrical transformers, ballasts, capacitors, other hydraulic equipment and related utility power equipment/ materials
 - A. 1.4.9.2 Determine ownership
 - A. 1.4.9.3 Identify leaks
 - A. 1.4.9.4 Identify and classify contents
 - A. 1.4.9.5 Notify proper regulatory agencies
 - A. 1.4.9.6 Packaging/ containerization for removal/ disposal in accordance with all applicable laws, rules and regulations
- A. 1.4.10 Owner/ Operator's spill prevention program and employee safety program**
- A. 1.4.11 Method of treatment and disposal of wastes**
- A. 1.4.12 Barrels, drums, lab pack chemicals and other containers of chemical waste, including but not limited to the following:**
- A. 1.4.13 Identification and classification of contents**
- A. 1.4.14 Notification to proper regulatory agencies**

- A. 1.4.15 When requested, contact the applicable governmental agency for analysis and legal removal/ disposal

A. 1.5 Neighborhood Hazardous Waste Activity Review:

- A. 1.5.1 Check with the United States and Illinois Environment Protection Agencies regarding sites within one mile radius of subject property to determine whether hazardous waste activities were conducted on neighboring properties.
- A. 1.5.2 Review Historic Inventory of Solid Waste Disposal Sites (HISWD) for northeastern Illinois to determine the presence of any known landfill sites within one mile radius of the subject property

A. 1.6 Recommendation for Further Action

- A. 1.6.1 Identification and characterization of environmental concerns
- A. 1.6.2 If requested by the PBC, preparation of a statement regarding the nature and extent of problems and an estimate of costs to correct them
- A. 1.6.3 Findings, conclusions and recommendations

A.2 PHASE II ENVIRONMENTAL SITE ASSESSMENT

The objective of the Phase II ESA is to determine the presence and extent of surface and subsurface soil contamination, and the presence of hazardous materials, for demolition, building and renovation projects.

For Phase II ESA investigations the Consultant must perform surface and subsurface soil investigation, groundwater investigation, underground storage investigation, and asbestos, lead, and universal waste survey. As part of the Phase II ESA the Consultant will include recommendations regarding the site regulatory conditions, type of remedial work that may be required, including completion of FORMAT FOR ESTIMATED QUANTITIES, attached as Form 1 of this Schedule A, and cost estimate to perform the required remediation work. The Consultant's Phase II ESA Services will at a minimum consist of, but may not be limited to, the performing or identifying the extent of the following:

A. 2.1 Asbestos/Lead.

If Asbestos/Lead Containing Materials are found during the Phase I or are suspected, samples must be collected for lab analysis as follows:

- A. 2.1.1 Perform an asbestos survey to determine the location and quantity of asbestos-containing materials (ACMs) The survey will include performing a visual inspection of accessible areas to determine the location, friability, and amount of accessible suspect ACM, and collecting bulk samples from suspect material according to the sampling method described in the AHERA, 40 CFR 763.86. The bulk sampling will include surfacing material, thermal system Insulation and miscellaneous building material. The samples will be analyzed for asbestos content by Polarized Light Microscopy (PLM).
- A. 2.1.2 Perform lead-based paint survey if renovation work required disturbing suspect lead-based paint materials. The survey must be performed using an X-ray fluorescence (XRF) spectrum analyzer using selective random sampling strategy for each area. A minimum of three testing points will be sampled per

testing combination and the average reading per testing combination will be evaluated by the XRF performance characteristic sheet to determine if the testing combination contains lead. Consultant must collect confirmatory samples for laboratory testing if inconclusive XRF readings are recorded during the survey.

A. 2.2 Sampling and Testing of Underground Storage Tanks

- A. 2.2.1 Perform a geophysical survey if suspect USTs are present on the site.
- A. 2.2.2 Determine tank tightness by the following methods:
 - A. 2.2.2.1 Hydrostatic
 - A. 2.2.2.2 Vacuum
- A. 2.2.3 Where leaking tanks are suspected:
 - A. 2.2.3.1 Perform soil sampling (the number of soil borings will be determined based on the size of the site, suspect sources of soil contamination, and the requirements of the IEPA) to identify and quantify types of pollutants
 - A. 2.2.3.2 Identify and quantify Priority Pollutants:
 - A. 2.2.3.2.1 Benzene, Ethylbenzene, Toluene and Xylene Test
 - A. 2.2.3.2.2 Polynuclear Aromatic Hydrocarbons (PNAs)
 - A. 2.2.3.2.3 Pesticides
- A. 2.2.4 Perform Groundwater Analysis, including
 - A. 2.2.4.1 Sampling
 - A. 2.2.4.2 Establishing monitoring wells

A. 2.3 Suspected Contamination of Adjacent Land/ Pollution

- A. 2.3.1 Perform soil sampling and analysis
- A. 2.3.2 Perform groundwater sampling and analysis
- A. 2.3.3 Report findings, conclusions and recommendations

A. 2.4 Environmental Drilling, Sampling and Laboratory Testing Services

- A. 2.4.1 Perform environmental subsurface investigations using appropriately qualified HAZMAT 40-Hour OSHA trained drillers and drilling services
- A. 2.4.2 Supervise ground water monitoring well installation
- A. 2.4.3 Perform environmental sampling of groundwater
- A. 2.4.4 Perform environmental laboratory testing of soil and groundwater samples including analytical testing at USEPA certified laboratory
 - A. 2.4.4.1 Provide appropriate materials for the collection, shipping and handling of samples for testing

A. 2.5 Report

Prepare a report documenting the site investigation and providing recommendations for further action, if requested by the Commission. Consultant must use Risk-Based Corrective Action (RBCA) procedures or other standards as designated by the Commission (e.g. tiered approach to clean-up objectives). The report will include, at a minimum, the following:

- A. 2.5.1 Detailed descriptions of the field work and pertinent observations;
- A. 2.5.2 Copies of all laboratory reports of the analytical results;
- A. 2.5.3 Comparisons of the analytical results with applicable IEPA cleanup objectives;
- A. 2.5.4 Exhibits including a site location plan showing the locations of soil contaminations; USTs, asbestos containing materials and/or lead-based paint;
- A. 2.5.5 Remediation cost estimate, if requested by the Commission; and
- A. 2.5.6 Any additional information or recommendations related to the site investigation and results.

A. 2.6 Cost estimates for remediation activities, unless specifically omitted from Scope by the Commission.

A. 3 CONTINGENT ADDITIONAL SERVICES

Consultant will provide any or all of the following Contingent Additional Services as may be authorized in writing by the Commission at the Commission's sole election:

A. 3.1 Prepare Remedial Design Plans and Specifications

Consultant will prepare the remedial design plans and specifications as part of the Project demolition, new construction or as stand alone Projects. Consultant will coordinate the Project design plans and specifications with various consultants, owner representatives, or construction managers. The following will be performed as part of this task:

- A. 3.1.1 Prepare remediation design plans and technical specifications for each site 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 for each site must outline the areas of environmental concern, limits of the remediation work, quantify the remediation materials, and provide cross section details as applicable for each area. The design plan must include information regarding the location and quantity of areas requiring remediation such as asbestos-containing materials, surface and subsurface soil contamination, building hazardous materials, underground storage tank (USTs), and aboveground storage tanks (ASTs).

- A.3.1.2 Prepare technical specifications outlining requirements for contractors' qualifications, the proper remediation procedures for each area of environmental remediation work, protocol for materials sampling, removal, disposal and replacement of hazardous materials, and requirements for periodic observation and testing during remediation work.
- A. 3.1.3 Prepare a final cost estimate and Project schedule to complete the remediation work for each site. The cost estimate must provide detailed breakdown of the cost for each area of the environment remediation work, including completion of the **FORMAT FOR ESTIMATED QUANTITIES**, attached as Form 1 of this Schedule A.
- A. 3.1.4 Participate in the bid review process as requested by the Commission or construction manager. Review bids and qualifications of the potential contractors and provide recommendations in selecting a contractor.
- A. 3.1.5 Attend pre-construction meeting, construction/remediation progress meeting and other meetings as requested by the Commission.

A. 3.2 Perform Remediation Oversight

- A. 3.2.1 Provide a full-time field engineer(s) to observe and monitor the contractor's work. Consultant's field engineer will monitor and direct the contractor remediation work. Inspector's Daily Reports will be prepared that include type of workers, hours equipment, measurements and calculations to determine actual quantities of equipment, materials, and work performed by the Contractor. The field engineer will collect sufficient number of soil, air and/or asbestos samples in order to meet the IEPA or any other regulatory agencies requirements and guidelines.
- A. 3.2.2 Utilize the services of Consultant's Project Manager / Professional Engineer to supervise the field environmental engineer(s), attend construction meetings, provide technical consultation throughout the duration of the remediation work.

A. 3.3 Prepare Regulatory Reports

Consultant will prepare and submit the required IEPA reports for different regulatory programs such as Leaking Underground Storage Tank (LUST), or the Site Remediation Program (SRP) the following is a brief description of some of the reports, which are required for each program:

A. 3.3.1 Underground Storage Tanks

- A. 3.3.1.1 Report the release incident to the Illinois Emergency Management Agency (IEMA) within 24 hours of confirming the release. The IEMA will issue an incident number which will be used in future correspondence with the OSFM and the IEPA.
- A. 3.3.1.2 Prepare and submit the Free Product Removal Report if free products are encountered during the tank removal activities.
- A. 3.3.1.3 Prepare the IEPA 20-day Certification and 45-Day report. The 20-Day Certification should be submitted to the IEPA within 20 days of the IEMA notifications, while the 45-Day Report is required to be submitted within

45 days of the IEMA notifications. The 45-Day Report will include the abatement work completed to date, analytical results, photos, manifests and other information required by the IEPA.

A. 3.3.1.4 Prepare a Site Classification Report for the parcels with leaking underground storage tanks (LUST). The classification work would include performing soil borings for pathways investigation, performing one deep soil boring, and performing soil geophysical testing in conformance with the current requirements and guidelines of the IEPA for LUSTs. Based on the results of the site classification investigation, the site will be classified as "No further Action", "Low Priority" or "High Priority" site.

A. 3.3.2 Site Remediation Program Reports

If soil contamination is present on the site and the Commission is planning to obtain a "No Further Remediation" (NFR) letter from the IEPA, Consultant will enroll the site with the IEPA Site Remediation Program (SRP). Consultant will perform the required additional site investigation and will prepare the required IEPA reports to obtain the NFR letter on the behalf of the PBC. The SRP reports will include Comprehensive Site Investigation Report (CSIR), Remediation Objectives Report (ROR), Remedial Action Plan (RAP), and Remediation Action Completion Report (RACR).

A. 4 ADDITIONAL RESPONSIBILITIES AND REPRESENTATIONS

Upon the request of the Commission, Consultant must report to the Commission in writing on the Project's status, schedule and budget.

FORM 1 ATTACHMENT FOLLOWS

**FORMAT FOR
ESTIMATED QUANTITIES**

Description	Unit(s)	Estimated QTY	Estimated Unit Price	Extended Price (QTY x Unit Price)
1. Excavate, Transport, and Dispose of General Construction and Demolition Debris	CY			
2. Excavate, Transport, and Dispose of Non-Hazardous Special Waste	CY			
3. Mobilize and Operate 1-20,000 Gallon Wastewater Holding Tank	LS			
4. Dispose Water to the MWRDGC	GAL.			
5. Pump, Transport, and Dispose of Free Product at Disposal Facility	GAL.			
6. Provide and Compact CA-6 Stone	CY			
7. Remove and Dispose 500 Gallon UST	LS			
8. Remove and Dispose 1,000 Gallon UST	LS			
9. Remove and Dispose 3,000 Gallon UST	LS			
10. Remove and Dispose 5,000 Gallon UST	LS			
11. Remove and Dispose 10,000 Gallon UST	LS			
12. Remove and Dispose 15,000 Gallon UST	LS			
13. Transport and Dispose of 55-Gallon Drum of Sludge	LS			
14. Site Demolition including but not limited to the removal and disposal of Underground Utilities, Grub, Concrete Curb and Gutter, Sidewalks, Asphalt Pavement, Retaining Walls ETC.	LS			
15. Existing Fence Removal	LF			
16. Allowance for Unforeseen Conditions, incl. all Equipment, Manpower, Fees, OH&P ETC	NTE			

17. Provide and install ESVCP - 6" Sanitary	LF			
18. Provide and install ESVCP - 8" Sanitary	LF			
19. Provide and install ESVCP - 8" Storm Sewer	LF			
20. Provide and install ESVCP - 10" Sanitary	LF			
21. Provide and install ESVCP - 10" Storm Sewer	LF			
22. Provide and install ESVCP - 12" Storm Sewer	LF			
23. Provide and install Catch Basins	Each			
24. Provide and install Manholes	Each			
25. Provide and install Telephone Hand Hole	Each			
26. Provide and install Telephone Wire	LF			

(Underground)				
27. Provide and install Electrical Poles	Each			
28. Provide and install Electrical Hand Holes	Each			
29. Provide and install Electrical Wire (Overhead)	LF			
30. Provide and install Electrical Wire (Underground Conduit)	LF			
31. Provide and install 8' x 8' Concrete Electrical Transformer Pads	Each			
32. Provide and install TV/Broadband Hand Hole	Each			
33. Provide and install TV/Broadband Wiring (Overhead)	LF			
34. Provide and install TV/Broadband Wiring (Underground Conduit)	LF			
35. Provide and Install Underground Detention System,	LS			
36. Provide and Install New _____ [type] Fencing, with required Fabric	LF			
37. Provide and Install Gates, with required Fabric	Each			
38. Provide and Install Erosion Control Silt Fencing	LF			

END OF SCHEDULE A AND FORM 1

**SCHEDULE B
PROJECT DOCUMENTS**

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**SCHEDULE C
COMPENSATION OF THE CONSULTANT**

C.1 CONSULTANT'S FEE FOR SERVICES

C.1.1 Term Agreement Fees

The Commission will pay the Consultant an amount not-to-exceed **\$300,000.00** ("Maximum of Fees"), depending upon requirements, for the performance of the Services described in Schedule A of this Agreement on an as needed, project-by-project basis, pursuant to Sub-Order. The maximum compensation amount is inclusive of the Consultant's fees and Reimbursable Expenses. The Fees will be allocated and payments made on a milestone basis as follows:

C.1.2 Allocation of Fees (ADJUST AS REQUIRED FOR THE PARTICULAR PROJECT or Sub-Order)

C.1.2.1 Phase I ESA Services, at the completion of

Milestone 1.	A.1.1 - A.1.3 Services	_____ %
Milestone 2.	A.1.4 - A.1.5 Services	_____ %
Milestone 3.	A.1.6 Services	_____ %

C.1.2.2 Phase II Services, at the completion of

Milestone 1.	A.2 Services	_____ %
Milestone 2.	A.3.1.1 - A.3.1.5 Services	_____ %
Milestone 3.	A.3.2 Services	_____ %
Milestone 4.	A.3.3 Services	_____ %

C.1.2.13 Additional Services (Specify) _____ %

C.1.3 Fees Fully Loaded

The Consultant's Fees set forth below include, and Consultant acknowledges that they do include, Consultant's profit, overhead, general conditions, and all items not specifically identified as Reimbursable Expenses.

C1.4 Hourly Rates Applicable to Term Agreements, Additional Services

The following represent the Consultant's maximum hourly rates to perform the Services outlined in Schedule A. Based upon them, Consultant must submit a specific budget for each project for Commission approval by the Commission's representative, upon request of the Commission. Rates of reimbursement for the Consultant employees will be the actual base salaries paid to the specific employee performing the services, plus a multiplier not to exceed 2.5 (not to exceed the Maximum Billing Rates identified below in this Section C.1.4. The Commission and the Consultant may, depending upon the nature of the particular project, treat the approved budget as a fixed (or "lump sum") amount subject to allocation, all to be set forth in the applicable Sub-Order.

Consultant's Professional Services Billing Rates

Title/Description	Maximum Billing Rate
Principal	\$150/hour
Senior Program Manager/Technical Reviewer	\$125/hour
Professional Engineer	\$100/hour
Professional Geologist	\$ 70/hour
Geologist	\$ 60/hour
Environmental Engineer/Scientist	\$ 69/hour
Certified Industrial Hygienist	\$100/hour
Construction Manager	\$ 84/hour
Industrial Hygienist	\$ 78/hour
Asbestos-Lead Inspector	\$ 60/hour
Lead XRF Inspector	\$ 70/hour
Asbestos-Lead Project Managers	\$ 55/hour
Asbestos Management Planners	\$ 75/hour
Asbestos Air Sampling Professional	\$ 50/hour
Asbestos Project Designer	\$110/hour
Environmental Technician	\$ 50/hour
Lead Risk Assessor	\$ 75/hour
Project Administrator	\$ 80/hour
Drafting	\$ 40/hour
Clerical/Administrative	\$ 55/hour
 Chain of Title Search	 \$140.00 per search

C.1.5 Multiplier

The following items are considered to be a part of the multiplier and are not considered as additional reimbursable expenses:

- C.1.5.1** Indirect personnel Expenses:
- C.1.5.2** Social Security Tax.
- C.1.5.3** Worker's Compensation Insurance
- C.1.5.4** Unemployment Insurance.
- C.1.5.5** Health insurance Benefits.
- C.1.5.6** Long Term Disability Insurance.
- C.1.5.7** Other Statutory and Non-Statutory Employee Benefits.
- C.1.5.8** Pensions and Similar Contributions.
- C.1.5.9** Telephone Service including Local Calls.
- C.1.5.10** General and Administrative Expense including Overhead and Profit.

- C.1.5.11** Commercial General Liability, (Excluding costs for Insurance Premiums on Special Consultants and Trade Contractors) Professional Liability, Valuable Papers, Auto, Railroad and other Insurance as mandated by the Agreement.
- C.1.5.12** Computer Charges.
- C.1.5.13** Postage and Handling.
- C.1.5.14** Parking and Mileage.
- C.1.5.15** Other items not specifically identified below as "Reimbursable Expenses".

C.1.6 Reimbursable Expenses

- C.1.6.1** Under this Agreement the term "**Reimbursable Expenses**" are actual expenditures, at cost, without markup or surcharge, incurred by the Consultant, and required to provide the Services to the Commission. In addition to the Reimbursable Expenses cited in the body of this Agreement, e.g. 7.c and 7.d., the following are considered Reimbursable Expenses and are subject to approval by the Commission's representative on a Project by Project basis:
 - C.1.6.1.1** Plotting, printing and reproduction of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission. One coordination set must be provided to each consultant at the conclusion of schematic, design development and construction document phases.
 - C.1.6.1.2** Distribution (by messenger or special shipping) of drawings, specifications, and presentation materials when requested by the Commission, or required for scheduled reviewed of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission.
 - C.1.6.1.3** Plotting, printing, reproduction and distribution of drawings and specifications for the purposes of soliciting contractor bids, issuing documents for building permit and issuing documents for construction.
 - C.1.6.1.4** Printing and distribution costs associated with shop drawing and submittal reviews during construction.
- C.1.6.2** The following reimbursable expenses require prior written approval by the Commission:
 - C.1.6.2.1** Expense of transportation and living of principals and employees traveling in connection with the Project, but not including travel and expense to and from the job site or within a 50-mile radius of downtown Chicago. Travel expenses include coach air fare, hotel and per diem costs, auto rental, fuel and insurance, and must be supported with proper documentation in the form of itemized invoices.
 - C.1.6.2.2** Fees and costs of special consulting services requested by the Commission such as LEED, acoustical, theater, food service, masonry, roofing and elevator consultants. Civil, structural, mechanical, electrical, plumbing and fire protection

engineering services are included within Fees included within the Sub-Order referenced in Sections C.1.1 and C.1.4 as applicable to this Agreement.

C.1.6.2.3 Costs for rental or purchase of special items or equipment requested by the Commission.

C.1.6.2.4 Fees and costs to secure necessary permits or civil agency approvals, including permit fees and expenditure fees.

C.1.6.2.5 Costs of surveys, geotechnical and environmental technical testing and reports.

C.1.7 Non-Reimbursable Expenses

The following are not reimbursable expenses:

C.1.7.1 Plotting, printing and distribution of drawings and specifications for the purposes of coordination between members of the Consultant's Project team, or otherwise incidental to the normal execution of the Consultant's work.

C.1.7.2 Office and administrative expenses, including telephonic or telecopier system expenses, photocopying and duplicating costs, except as expressly permitted under Section C.1.6.1, office or drafting supplies, and delivery services except as expressly permitted under C.1.6.1.

C. 2 METHOD OF COMPENSATION FOR TERM AGREEMENTS

Consultant must submit a proposal for each Project identified including Consultant's fee and reimbursable expenses. Upon approval of the proposal, the Commission will encumber the dollar amount to cover the fee. Total encumbrances must not exceed the Maximum of Fees amount stipulated in Section C.1.1 of this Schedule C.

C. 3 INVOICES

The Consultant must submit original copies of its invoice to the Commission for approval. Invoices must reference the approval number for the Project. Invoices must be submitted by Project.

END OF SCHEDULE C

SCHEDULE D
ENVIRONMENTAL CONSULTANT INSURANCE REQUIREMENTS

The Consultant must provide and maintain at Consultant's own expense, until Agreement completion and during the time period following final completion if Consultant is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

2) COMMERCIAL GENERAL LIABILITY (PRIMARY AND UMBRELLA)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of 2 years following Project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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 Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any environmental consultants, or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, negligence, errors, or omissions with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

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

5) 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 Agreement scope of services with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation (including UST removal) and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years. The Public Building Commission is to be named as an additional insured.

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

6) VALUABLE PAPERS

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

7) PROPERTY

The Consultant is responsible for all loss or damage to Commission property at full replacement 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.

B. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Department of Procurement, 50 W. Washington, 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 coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Public Building Commission upon Agreement award. The receipt of any certificate does not constitute agreement by the Public Building 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 Public Building Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Public Building Commission of any requirements for the Consultant to obtain and maintain the specified coverages.

The Consultant must 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 violation of the Agreement, and the Public Building Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days (30 days for Professional Liability) prior written notice to be given to the Public Building Commission in the event coverage is substantially changed, canceled, or non-renewed.

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

The Consultant agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, elected officials, agents, or representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission 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 this Agreement given as a matter of law.

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

If Consultant or a subconsultant desires additional coverage, the party desiring the additional coverage is responsible for its acquisition and cost. The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

END OF SCHEDULE D

SCHEDULE E
KEY PERSONNEL
(Not applicable)

END OF DOCUMENT

DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS ~~953~~ ⁹⁸⁰
 Description or goods or services to be provided under Contract: # PS ~~953~~ ⁹⁸⁰
Environmental Services for Various Locations

2. Name of Contractor: Patrick Engineering Inc.
3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: X

DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
- The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
 - If the Contractor is uncertain whether a disclosure is required under the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
 - This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

Jeffrey C. Schuch
Signature

July 26, 2006
Date

JEFFREY C. SCHUCH
Name (Type or Print)

Service President
Title

Subscribed and sworn to before me

this 26th day of July 2006

David Hansen
Notary Public



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

PATRENG-01 PATS

DATE (MM/DD/YYYY)
7/28/2006

PRODUCER
Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg, IL 60173
(847) 797-5700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Patrick Engineering Inc.
4970 Varsity Drive
Lisle, IL 605324101

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich North America	
INSURER B:	American Guarantee & Liab	
INSURER C:	CNA	
INSURER D:		
INSURER E:		

PS 980

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENT'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	CPO534523701	4/1/2006	4/1/2007	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 - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPO534523701	4/1/2006	4/1/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	AUC-5919454-00	4/1/2006	4/1/2007	EACH OCCURRENCE	\$ 20,000,000
						AGGREGATE	\$ 20,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC534523801	4/1/2006	4/1/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
C		Pollution Liability	AEA113830128	4/1/2006	4/1/2007	\$5,000,000 per claim	\$5,000,000 aggregate
C		Pollution Liability	AEA113830128	4/1/2006	4/1/2007		\$150,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

See attached page.

See 4/2/06

CERTIFICATE HOLDER

Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street
Chicago, IL 60602-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

DESCRIPTION OF OPERATIONS -

Patrick Engineering Inc.
4970 Varsity Drive
Lisle IL 605324101

Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street
Chicago IL 60602-

Proof of Insurance

It is agreed that the following are added as Additional Insured on the General Liability as respects to operations performed by the Named Insured in connection with this project:

Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street
Chicago, IL 60602



Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
www.pbcchicago.com

BOARD OF COMMISSIONERS

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Treasurer
BISHOP ARTHUR BRAZIER
Pastor
Apostolic Church of God

ADELA CEPEDA
President
A.C. Advisory, Inc.

DR. ROBERT B. DONALDSON II
Forest Preserve District of Cook County

MARÍA N. SALDAÑA
President
Chicago Park District

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations, Inc.

MICHAEL W. SCOTT
President
Chicago Board of Education

JOHN H. STROGER, JR.
President
Board of Commissioners
of Cook County

GERALD M. SULLIVAN
City of Chicago

Executive Director
MONTEL M. GAYLES

Assistant Treasurer
JOHN E. WILSON
John E. Wilson, Ltd.
Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
JOE HARMENING

July 11, 2006

Richard M. Frendt, P.E.
Patrick Engineering Inc.
4970 Varsity Drive
Lisle, IL 60532


Re: **Notice of Award for Contract No. PS 980
Environmental Consultant Services
for various locations**

Dear Mr. Frendt:

On June 13, 2006, the Board of Commissioners of the Public Building Commission of Chicago appointed Environmental Design International Inc. as a consultant to provide Environmental Consultant services for various locations.

The Public Building Commission of Chicago will be forwarding the professional service agreement for the project to you shortly. The Portfolio Manager for each project will be provided to you with the project assignment. If you have any questions or require additional information, please feel free to contact Miguel Fernandez, Contract Negotiator, of our office at 312-744-7861.

Sincerely,


Montel M. Gayles
Executive Director

MMG/dz