

PUBLIC BUILDING COMMISSION OF CHICAGO



**AGREEMENT
CONTRACT NUMBER PS1237
WITH
GSG CONSULTANTS, INC.
TO PROVIDE
PHASE II ENVIRONMENTAL SITE ASSESSMENT SERVICES
FOR
KELLY CURIE GAGE PARK AREA HIGH SCHOOL
VICINITY OF 53rd and ST. LOUIS AVENUE
CHICAGO, ILLINOIS**

**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 PS1237

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

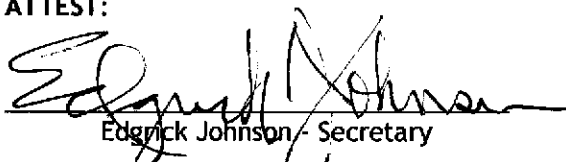
SIGNED on: 02 122 12008

PUBLIC BUILDING COMMISSION OF CHICAGO

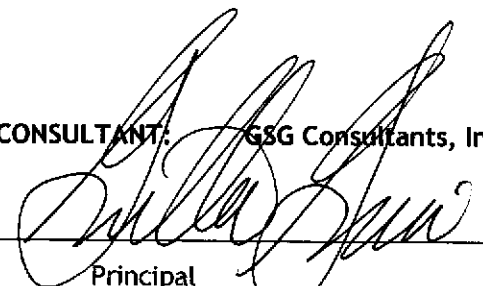

Executive Director First Deputy Director

Date: 2-27-08

ATTEST:


Edgwick Johnson - Secretary

CONSULTANT: GSG Consultants, Inc.:


Principal

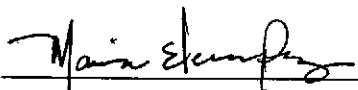
Date: 02-20-08

AFFIX CORPORATE
SEAL, IF ANY, HERE

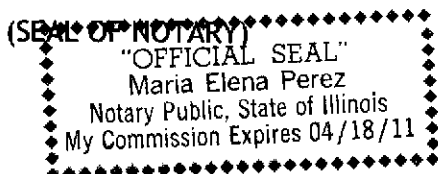
County of: Cook

State of: Illinois

Subscribed and sworn to before me by Guillermo Garcia and _____
on behalf of Consultant this 20th day of Feb., 2008.


Notary Public

My Commission expires: 04-18-2011



**PHASE II ENVIRONMENTAL SITE ASSESSMENT
KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL
PS1237**

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.

b. 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.

c. 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.

d. 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.

l. **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 therefore, 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 Agreement.

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 therefore, 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) there under 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 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.

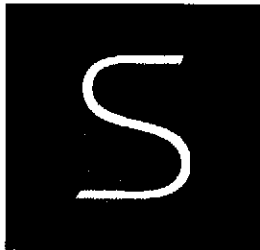
SCHEDULES FOLLOW.

SCHEDULE A

SCOPE OF SERVICES

**PHASE II ENVIRONMENTAL SITE ASSESSMENT
KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL
VICINITY OF 53RD AND ST. LOUIS AVENUE
CHICAGO, ILLINOIS**

(FOLLOWS THIS PAGE)



GSG CONSULTANTS, INC.

855 West Adams, Suite 200
Chicago, Illinois 60607
tel: 312.733.6262 • fax: 312.733.5612

December 24, 2007

Ms. Suzanne Ekaitis
Portfolio Manager
Public Building Commission of Chicago
50 West Washington Street, Room 200
Chicago, IL 60602

Phase II Environmental Site Assessment &
Site Remediation Program Activities
Kelly Curie Gage Park High School -
53rd Street & St. Louis
Chicago, IL

Dear Ms Ekaitis:

As per your request, GSG Consultants, Inc. (GSG) is pleased to submit this Phase II Environmental Site Assessment (ESA) & the Preliminary SRP Site Investigation proposal for the above referenced property. GSG prepared this proposal based on the results of the Phase I ESA investigation, completed by GSG in December 2007. GSG will perform the site investigation activities in accordance with our contract with the Public Building Commission of Chicago (PBCC), Illinois EPA requirements and guidelines, standard industry practices, and Memorandum of Understanding (MOU) between the PBCC and the Chicago Public School (CPS), Exhibit H.

A. Project Understanding

The site consists of three (3) parcels, Parcel 1, 2 and 3. The total area of the three parcels combined is approximately 11.67 acres. GSG completed a Phase I ESA for all three parcels in December 2007. The Phase I ESA investigation identified several recognized environmental conditions at the site. This includes the followings:

- Debris piles occupy the eastern ½ of the site, the nature and source of the piles is unknown.
- The presence of wooden railroad ties timbers in two separate piles on the subject property.
- The site is adjacent to an active railroad and lumber storage yard.
- Historic site uses include the presence of multiple structures as "FREIGHT CAR REPAIR SHOP" and "NAPHTHA & GASOL.TANKS UNDERGR'D", rail yard "GRAND TRUNK WESTERN LINES, and other industrial structures.

According to the U.S. EPA, rail yard facilities are highly specialized facilities consisting of one or more areas including engine maintenance buildings, fueling areas, track and switching areas, and track maintenance/material storage yards. The engine maintenance building is normally used to perform a

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GSG developed the Phase II ESA investigation and SRP activities in accordance with the requirements of the PBCC and CPS MOU (Exhibit H), and the Illinois EPA guidelines and requirements. The scope of work includes the following activities:

- Task 1 –** Update Phase I ESA
- Task 2 –** Conduct a Geophysical Survey and Test Pit Investigation
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- Task 4 –** Enroll Site with Illinois EPA SRP and complete additional investigation
- Task 5 –** Prepare Remediation Design Plan and Remediation
- Task 6 –** Project Coordination and Administration

The Scope of Services section provides detailed description of GSG's approach for the above referenced tasks.

B. SCOPE OF SERVICES

GSG will two separate reports for the Updated Phase I ESA, Geophysical Survey and Test Pit Investigation, and Phase II ESA. The first report will cover Parcel 1 and 2, and the second report will cover Parcel 3. Site Remediation Program (SRP) reporting will be conducted only for Parcel 3 at this time. GSG will submit a separate proposal for Parcel 1 and 2 SRP activities if these parcels included in the project.

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GSG will update the Phase I ESA and prepare two separate reports, one report for Parcel 3, and one report for Parcel 2 and 3. GSG will also incorporate the additional historic site information, which was provided by the PBCC. This includes historic ALTA survey map, a Phase I ESA, and a Phase II ESA.

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Task 3 - Perform a Phase II ESA

Upon completion of the geophysical survey and test pit investigation, GSG will prepare a sampling plan for the Phase II ESA investigation. The objective of the Phase II ESA is to characterize the site subsurface soil condition and to determine the surface and subsurface soil has been adversely impacted. GSG will perform the Phase II ESA in accordance with the requirements of the Illinois Environmental Protection Agency (IEPA), Title 35: Environmental Protection, Subtitle G: Waste Disposal, Chapter I: Pollution Control Boards, Part 740, Site Remediation Program (SRP). More specifically, GSG will perform the following tasks:

- A. Contact DIGGER at least 48-hours prior to performing the field investigation to locate underground utilities at the site. We will also prepare a site specific Health and Safety Plan (HASP) prior to starting the Phase II site investigation. The HASP will be prepared in accordance with the applicable U.S. Environmental Protection Agency (EPA), IEPA, and U.S. Office of Safety and Health Administration (OSHA) requirements and guidelines.
- B. Perform approximately 52 soil borings at the site using a geoprobe unit equipped with a pneumatic hammer. The borings will be extended to depths ranging between 12 and 16 feet below existing grade. The soil probes will be located in the vicinity of areas with potential soil contamination based on the information provided in the Phase I ESA. The attached exhibit shows the location of the proposed soil borings. Please note that the location of the soil borings will be adjusted based on the results of the geophysical survey and test pit investigation.
- C. Evaluate soil samples collected from each boring for the presence of stains and/or odors. GSG will use a Photo-Ionization Detector (PID) to screen the entire length of the soil samples collected immediately after retrieval and will record the PID readings on the boring log form. We will also document the soil samples' color, texture, consistency, and odor on the boring logs.
- D. Decontaminate the field's sampling equipment between each sample and drilling location to avoid cross-contamination of subsurface soil and samples. We will remove encrusted soil, mud, and organic matter adhering to the equipment using a heated, high-pressure, potable water wash. The field sampling equipment decontamination process will include wash with laboratory detergent and potable water, rinse with potable water, rinse with distilled water, and air dry.
- E. Collect two (2) soil samples from each boring at the site. The first sample will be collected from depth between 1-3 feet. The second soil sample will be collected at the point where the highest

PID reading is recorded for each boring. In the event that no elevated PID reading is recorded for a particular boring, we will collect the second sample from the remaining portion of the boring based on our field observations and experience with similar projects. The soil boring holes will be back-filled with soil cuttings and bentonite pellets, if needed.

- F. Collect two (2) subsurface samples for geophysical analysis. This will include hydraulic conductivity, atterberg limits, and moisture content.
- G. Collect four (4) surface composite samples from the debris piles for characterization. GSG will also perform a waste characterization on one composite sample of the pile.
- H. Collect soil samples for volatile compounds using Encore samplers. We will place the Polynuclear Aromatic Hydrocarbon (PNA) and Resource Conservation and Recovery Act Metal (RCRA Metal) soil samples that we collect in clean, glass containers and seal them with a Teflon®-lined plastic screw-on closure. We will place the sealed containers in an insulated cooler with ice for preservation of organic constituents. The samples will be transported to the laboratory immediately upon completion of the field activities.
- I. Analyze 15 surface samples and samples collected from the debris piles for the Target Compound List, and the remaining samples for Volatile Organic Compounds (VOCs), Polynuclear Aromatic Hydrocarbons (PNAs), and RCRA metals. The subsurface soil samples will be analyzed for the contaminants of concern detected in the surface soil samples. GSG will also analyze surface samples for any contaminants of concern from the TCL based on the analytical results. For the purpose of this proposal, GSG assumed that 50% of the sample would be analyzed for TCL, while the remaining samples will be analyzed for PNAs, VOCs, and total target analyte metals. GSG will also analyze two soil samples for total organic content, and selected samples pH.
- J. Review and compare the analytical data to the IEPA Tiered Approach to Corrective Action Objectives (TACO). The soil samples analytical results will be compared to the Tier 1 SROs for the inhalation, ingestion, and soil component of the groundwater exposure route for residential and construction worker scenarios.
- K. Prepare a Phase II ESA report for the site. The report will identify all of the recognized environmental conditions and all of the related contaminants of concern that are detected at the site. The report will provide description of the field activities completed at the site, site physical features, analytical data, estimated extent of impacted soil, contaminant pathways and exposure routes, borings logs, and recommendation regarding additional site investigation, as warranted.
- L. Prepare remediation cost estimate based on the results of the Phase II ESA investigation and proposed site development plan.



Task 4 – Enroll Site with Illinois EPAs Site Remediation Program

GSG will enroll Parcel 3 site with the Illinois EPAs Site Remediation Program (SRP) in order to obtain a “No Further Remediation” (NFR) letter for the site. GSG will complete the following activities as part of this task

- A. Enroll Site With Illinois EPA Site Remediation Program** – Upon completion of the site investigation activities as previously described in Task 1 and 2, GSG will coordinate with the PBCC and evaluate which portions of the site may benefit from enrollment into the Illinois EPA SRP to obtain a comprehensive “No Further Remediation” (NFR) letter.

GSG will prepare the SRP Application and Services Agreement form (DRM-1) and Plan and Report review (DRM-2) forms, and the required copies of the Phase I ESA and the Phase II ESA and will submit them to the IEPA along with a check for \$500 to enroll the site with the Illinois EPA SRP. GSG will also prepare the required IEPA DRM-2 form for each report submittal. We will submit a copy of the DRM-2 form to the PBCC for signature prior to submitting the reports to the IEPA. Please note that the Illinois EPA’s review cost and associated fees for the NFR letter are not included in this proposal.

- B. Prepare Focused or Comprehensive Site Investigation Report** – GSG will prepare either focused or Comprehensive Site Investigation Report (CSIR) after consultation with the PBCC and the CPS. The report will identify all of recognized environmental conditions and all of the related contaminants of concern that are present at the site. The report will utilize the information collect during the Phase I and Phase II ESA investigation. The report will provide description of the field activities performed including field screening measurements and observations, site physical features, analytical data, full extent of soil and groundwater contamination, contaminant pathways, and exposure routes.

As part of the task, GSG may be required to complete additional site investigation to meet the Illinois EPA Site Remediation Program, and to fill-in, any data gaps previously identified during the Phase II ESA investigation. For this purpose, GSG included a cost estimate to perform additional site investigation. The nature and magnitude of such investigation will be determined after completing the Phase II ESA investigation. The additional site investigation will be based on the results of the Phase II ESA and to fill horizontal and vertical data gaps. Field procedures will be in accordance with the Phase II field activities. Samples will be analyzed for contaminants of concerns identified in the Phase II ESA.

GSG may perform groundwater investigation if the Illinois EPA requested such investigation. For the purpose of this proposal, GSG assumed that three (3) monitoring wells would be installed at the site, and water samples would be collected and analyzed for the target compound list.

- C. Prepare Remedial Objectives and Remedial Action Plan** - GSG will prepare Remedial Objectives Report (ROR) in accordance with the requirements of 35 Illinois Administrative Code Sections 740.440 and 740.445. The report will address the recognized environmental condition(s) and related contaminants of concern that were identified in the CSIR. The report will address the selected site remedial objectives, which will be coordinated with the PBCC. GSG assumed that the PBCC would utilize the Tier 1 soil remediation objectives and exposure route exclusion in the



form of engineered barrier for the site. The report will also discuss other recognized environmental conditions that may require remediation work such as USTs, if present. GSG will also prepare a Remedial Action Plan (RAP) in accordance with the requirements of 35 Illinois Administrative Code 740.450. The RAP will include a description of the recognized environmental conditions at the site, major components and scope of the site remediation work, and Soil Management Zones as necessary. The RAP will include detail drawing showing the limits and estimated volume of each area of contaminated soil that will require remediation at the site. The plan will also include description of steps that will be implemented to ensure compliance with the requirements for soil management zones (if included), confirmation sampling plan, and applicable engineered barrier locations, and type of institutional controls to be implemented.

- D. Remedial Action Completion Report** - GSG will prepare and submit a Remedial Action Completion Report (RACR) upon completion of the site remediation activities. The report will include detailed information regarding remediation procedures, copy of analytical results and confirmation analytical results, location of engineered barrier, copy of waste manifests, and other related information.
- E. Illinois EPA Management** – GSG will coordinate with the Illinois EPA SRP reporting review activities and will review and process the Illinois EPA SRP invoices, including the final NFR fee of \$2,500.

Task 5 – Prepare Remediation Plans and Specifications

GSG will prepare soil remediation design plans based on the results of the site investigation. This will include underground storage tank removal, and soil handling and management. The design specification will outline procedures for contaminated soil removal, handling, and disposal in accordance with all applicable federal, state and local rules and regulations during the site redevelopment activities. GSG will prepare volume estimates of contaminated soil removal and develop a corrective action plan.

Task 6 - Project Administration and Meeting

GSG's project manager will be available to attend project related meetings on weekly and as requested by the PBCC. We will also participate in the pre-bid meeting, site walk-thru, and bid opening.

C. SCHEDULE

GSG understands that time is of the essence for this project. GSG will coordinate the project activities with the PBCC. We will complete the Phase II ESA site investigation within 4 weeks after receiving your notice to proceed. The Illinois SRP CSI report will be submitted to the Illinois EPA within four (4) weeks of completing any additional site investigation.



*Ms. Suzanne Ekaitis
Kelley Curie Gage Park –
Page 7*

D. BUDGET

GSG's estimated Not-to-Exceed budget to complete the work outlined in this proposal is **\$211,560**. GSG developed the project budget based on the unit price scheduled provided in our proposal for this project, and is based on the following assumptions:


- All laboratory analytical testing will be performed using standard laboratory turn-around time (7-10) working days.
- Attending 10- 2 hours coordination meetings with the project team and/or PBCC.
- Cost for remediation oversight is not part of this proposal. GSG will submit a detailed proposal for remediation oversight once the remediation design plan and specification are completed.

A detailed breakdown of GSG's budget is attached to this proposal.

GSG appreciates the opportunity present this proposal for your consideration. We look forward to work with you on this project. Should you have any questions regarding our proposal, please feel free to call me at (312) 733-6262.

Sincerely,

GSG CONSULTANTS, INC.


Ala E Sassila, Ph.D., P.E.
Vice President



**Kelly Curie Gage Park High School -
Phase II and Site Remediation Program Reporting
GSG Consultants, Inc.**

Task Description	Unit	Quantity	Unit Cost	Subtotal
Task 1 - Update Phase I ESA				
Environmental Engineer / Scientist	Hour	8	\$75.00	\$600.00
Project Manager	Hour	2	\$100.00	\$200.00
Sub-Total				\$800.00
Task 2 - Geophysical Survey and Test Pit Investigation				
A - Geophysical Survey				
Environmental Engineer / Scientist	Hour	16	\$75.00	\$1,200.00
Geologist	Hour	56	\$65.00	\$3,640.00
CAD Designer	Hour	20	\$55.00	\$1,100.00
Project Manager	Hour	16	\$100.00	\$1,600.00
Senior Program Manager	Hour	4	\$125.00	\$500.00
Sub-Total				\$8,040.00
B - Test Pit Investigation				
Mobilization - Back-hoe	LS	6	\$400.00	\$2,400.00
Back-hoe with Operator	Day	6	\$1,200.00	\$7,200.00
Geologist	Hour	60	\$65.00	\$3,900.00
Environmental Engineer / Scientist	Hour	24	\$75.00	\$1,800.00
CAD Designer	Hour	24	\$55.00	\$1,320.00
Project Manager	Hour	16	\$100.00	\$1,600.00
Senior Program Manager	Hour	8	\$125.00	\$1,000.00
Sub-Total				\$19,220.00
Task 3 - Phase II ESA Investigation and Reporting (3 Parcels)				
Drilling Services Mobilization	Lump Sum	5	\$300.00	\$1,500.00
Drilling - Drill Rig	Lump Sum	5	\$1,500.00	\$7,500.00
Analytical Testing - Target Compound List	Each	26	\$650.00	\$16,900.00
Analytical Testing - VOC, PNA, and Total metals	Each	26	\$400.00	\$10,400.00
Analytical Testing - Waste Characterization	Each	2	\$1,200.00	\$2,400.00
Additional Drilling Cost	LS	1	\$800.00	\$800.00
Geophysical Testing	Each	2	\$450.00	\$900.00
Environmental Engineer / Scientist	Hour	160	\$75.00	\$12,000.00
Geologist	Hour	60	\$65.00	\$3,900.00
CAD Designer	Hour	80	\$55.00	\$4,400.00
Project Manager	Hour	80	\$100.00	\$8,000.00
Senior Program Manager	Hour	60	\$125.00	\$7,500.00
Sub-Total				\$76,200.00
Task 4 - Enroll Site with Illinois EPA SRP				
Additional Site Investigation (If Required)	Estimate	1	\$30,000.00	\$30,000.00
Enroll Site with Illinois EPA	Lump Sum	1	\$500.00	\$500.00
Prepare Comprehensive Site Investigation Report	Estimate	1	\$7,500.00	\$7,500.00
Prepare ROR/RAP	Lump Sum	1	\$4,000.00	\$4,000.00
Prepare Remedial Action Completion Report	Lump Sum	1	\$4,500.00	\$4,500.00
Illinois EPA Review Fee	Estimate	1	\$35,000.00	\$35,000.00
Sub-Total				\$81,500.00
Task 5 - Prepare Remediation Design Plan				
Professional Engineer	Hour	40	\$115.00	\$4,600.00
CAD Designer	Hour	40	\$55.00	\$2,200.00
Senior Program Manager	Hour	8	\$125.00	\$1,000.00
Sub-Total				\$7,800.00
Task 6 - Project Administration				
Project Manager	Hour	80	\$100.00	\$8,000.00
Senior Program Manager	Hour	80	\$125.00	\$10,000.00
Sub-Total				\$18,000.00
Total Cost Estimate				\$211,560.00

SCHEDULE B

PROJECT DOCUMENTS

**PHASE II ENVIRONMENTAL SITE ASSESSMENT
KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL
VICINITY OF 53RD AND ST. LOUIS AVENUE
CHICAGO, ILLINOIS**

**Aerial photo for the property of Kelly, Curie, Gage Park Area High School
071001_KellyCurieGagePk_53rdStLouis.pdf**

SCHEDULE C

COMPENSATION

**PHASE II ENVIRONMENTAL SITE ASSESSMENT
KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL
VICINITY OF 53RD AND ST. LOUIS AVENUE
CHICAGO, ILLINOIS**

(FOLLOWS THIS PAGE)

**Kelly Curie Gage Park High School -
Phase II and Site Remediation Program Reporting
GSG Consultants, Inc.**

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GSG CONSULTANTS, INC.

855 West Adams, Suite 200
Chicago, Illinois 60607
tel: 312.733.6262 • fax: 312.733.5612

December 24, 2007

Ms. Suzanne Ekaitis
Portfolio Manager
Public Building Commission of Chicago
50 West Washington Street, Room 200
Chicago, IL 60602

Phase II Environmental Site Assessment &
Site Remediation Program Activities
Kelly Curie Gage Park High School -
53rd Street & St. Louis
Chicago, IL

Dear Ms Ekaitis:

As per your request, GSG Consultants, Inc. (GSG) is pleased to submit this Phase II Environmental Site Assessment (ESA) & the Preliminary SRP Site Investigation proposal for the above referenced property. GSG prepared this proposal based on the results of the Phase I ESA investigation, completed by GSG in December 2007. GSG will perform the site investigation activities in accordance with our contract with the Public Building Commission of Chicago (PBCC), Illinois EPA requirements and guidelines, standard industry practices, and Memorandum of Understanding (MOU) between the PBCC and the Chicago Public School (CPS), Exhibit H.

A. Project Understanding

The site consists of three (3) parcels, Parcel 1, 2 and 3. The total area of the three parcels combined is approximately 11.67 acres. GSG completed a Phase I ESA for all three parcels in December 2007. The Phase I ESA investigation identified several recognized environmental conditions at the site. This includes the followings:

- Debris piles occupy the eastern ½ of the site, the nature and source of the piles is unknown.
- The presence of wooden railroad ties timbers in two separate piles on the subject property.
- The site is adjacent to an active railroad and lumber storage yard.
- Historic site uses include the presence of multiple structures as "FREIGHT CAR REPAIR SHOP" and "NAPHTHA & GASOL TANKS UNDERGR'D", rail yard "GRAND TRUNK WESTERN LINES, and other industrial structures.

According to the U.S. EPA, rail yard facilities are highly specialized facilities consisting of one or more areas including engine maintenance buildings, fueling areas, track and switching areas, and track maintenance/material storage yards. The engine maintenance building is normally used to perform a

wide variety of work on train engines. Raw materials associated with this industry are primarily used in fueling and maintenance operations. Numerous solvents, paints, coatings, PCB oils, creosote compounds, and degreasers were commonly used and stored in maintenance and storage areas. Typical contamination includes degreasing solvents, PCBs from engines and electrical equipment, and some heavy metals. Diesel fuel is one common contaminant of the surface and subsurface soils in engine fueling areas. Track and switching areas may have diesel and oil-contaminated surface soils and rail ballast due to the constant use and repetitive minor leakage of engines and rail cars. The maintenance/material storage yard areas used a wide variety of solvents, paints, treated railroad ties and wastes. Suspect contaminants include oils, hazardous materials, paints, solvents, and creosote from railroad ties.

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GSG will perform a geophysical survey for all accessible areas of the site. The purpose of the geophysical survey is to determine the potential presence of metallic objects or underground structure and foundation remnants at the site. Upon completion of the field survey, GSG will prepare a summary letter and site plan showing the location of anomalies detected at the site.



GSG will conduct a test pit investigation based on the results of the geophysical survey results. The purpose of the geophysical survey is to determine the nature of the anomalies detected during the test pit investigation. The test pit investigation will include excavating trenches of 2-3 feet wide and 7-8 feet in depth. The length of each trench will be 10-20 feet each. The trench excavation will follow the path of any foundation or underground piping that may be detected during the excavation activities. If USTs are discovered during the test pit activities, GSG will note the size, content and subsurface condition at each UST locations. For the purpose of this proposal, we assumed that test pit activities would be conducted for 5 days based on the site size and due to the presence of debris piles at the site.

Task 3 - Perform a Phase II ESA

Upon completion of the geophysical survey and test pit investigation, GSG will prepare a sampling plan for the Phase II ESA investigation. The objective of the Phase II ESA is to characterize the site subsurface soil condition and to determine the surface and subsurface soil has been adversely impacted. GSG will perform the Phase II ESA in accordance with the requirements of the Illinois Environmental Protection Agency (IEPA), Title 35: Environmental Protection, Subtitle G: Waste Disposal, Chapter I: Pollution Control Boards, Part 740, Site Remediation Program (SRP). More specifically, GSG will perform the following tasks:

- A. Contact DIGGER at least 48-hours prior to performing the field investigation to locate underground utilities at the site. We will also prepare a site specific Health and Safety Plan (HASP) prior to starting the Phase II site investigation. The HASP will be prepared in accordance with the applicable U.S. Environmental Protection Agency (EPA), IEPA, and U.S. Office of Safety and Health Administration (OSHA) requirements and guidelines.
- B. Perform approximately 52 soil borings at the site using a geoprobe unit equipped with a pneumatic hammer. The borings will be extended to depths ranging between 12 and 16 feet below existing grade. The soil probes will be located in the vicinity of areas with potential soil contamination based on the information provided in the Phase I ESA. The attached exhibit shows the location of the proposed soil borings. Please note that the location of the soil borings will be adjusted based on the results of the geophysical survey and test pit investigation.
- C. Evaluate soil samples collected from each boring for the presence of stains and/or odors. GSG will use a Photo-Ionization Detector (PID) to screen the entire length of the soil samples collected immediately after retrieval and will record the PID readings on the boring log form. We will also document the soil samples' color, texture, consistency, and odor on the boring logs.
- D. Decontaminate the field's sampling equipment between each sample and drilling location to avoid cross-contamination of subsurface soil and samples. We will remove encrusted soil, mud, and organic matter adhering to the equipment using a heated, high-pressure, potable water wash. The field sampling equipment decontamination process will include wash with laboratory detergent and potable water, rinse with potable water, rinse with distilled water, and air dry.
- E. Collect two (2) soil samples from each boring at the site. The first sample will be collected from depth between 1-3 feet. The second soil sample will be collected at the point where the highest



PID reading is recorded for each boring. In the event that no elevated PID reading is recorded for a particular boring, we will collect the second sample from the remaining portion of the boring based on our field observations and experience with similar projects. The soil boring holes will be back-filled with soil cuttings and bentonite pellets, if needed.

- F. Collect two (2) subsurface samples for geophysical analysis. This will include hydraulic conductivity, atterberg limits, and moisture content.
- G. Collect four (4) surface composite samples from the debris piles for characterization. GSG will also perform a waste characterization on one composite sample of the pile.
- H. Collect soil samples for volatile compounds using Encore samplers. We will place the Polynuclear Aromatic Hydrocarbon (PNA) and Resource Conservation and Recovery Act Metal (RCRA Metal) soil samples that we collect in clean, glass containers and seal them with a Teflon®-lined plastic screw-on closure. We will place the sealed containers in an insulated cooler with ice for preservation of organic constituents. The samples will be transported to the laboratory immediately upon completion of the field activities.
- I. Analyze 15 surface samples and samples collected from the debris piles for the Target Compound List, and the remaining samples for Volatile Organic Compounds (VOCs), Polynuclear Aromatic Hydrocarbons (PNAs), and RCRA metals. The subsurface soil samples will be analyzed for the contaminants of concern detected in the surface soil samples. GSG will also analyze surface samples for any contaminants of concern from the TCL based on the analytical results. For the purpose of this proposal, GSG assumed that 50% of the sample would be analyzed for TCL, while the remaining samples will be analyzed for PNAs, VOCs, and total target analyte metals. GSG will also analyze two soil samples for total organic content, and selected samples pH.
- J. Review and compare the analytical data to the IEPA Tiered Approach to Corrective Action Objectives (TACO). The soil samples analytical results will be compared to the Tier 1 SROs for the inhalation, ingestion, and soil component of the groundwater exposure route for residential and construction worker scenarios.
- K. Prepare a Phase II ESA report for the site. The report will identify all of the recognized environmental conditions and all of the related contaminants of concern that are detected at the site. The report will provide description of the field activities completed at the site, site physical features, analytical data, estimated extent of impacted soil, contaminant pathways and exposure routes, borings logs, and recommendation regarding additional site investigation, as warranted.
- L. Prepare remediation cost estimate based on the results of the Phase II ESA investigation and proposed site development plan.



Task 4 – Enroll Site with Illinois EPAs Site Remediation Program

GSG will enroll Parcel 3 site with the Illinois EPAs Site Remediation Program (SRP) in order to obtain a “No Further Remediation” (NFR) letter for the site. GSG will complete the following activities as part of this task

- A. Enroll Site With Illinois EPA Site Remediation Program** – Upon completion of the site investigation activities as previously described in Task 1 and 2, GSG will coordinate with the PBCC and evaluate which portions of the site may benefit from enrollment into the Illinois EPA SRP to obtain a comprehensive “No Further Remediation” (NFR) letter.

GSG will prepare the SRP Application and Services Agreement form (DRM-1) and Plan and Report review (DRM-2) forms, and the required copies of the Phase I ESA and the Phase II ESA and will submit them to the IEPA along with a check for \$500 to enroll the site with the Illinois EPA SRP. GSG will also prepare the required IEPA DRM-2 form for each report submittal. We will submit a copy of the DRM-2 form to the PBCC for signature prior to submitting the reports to the IEPA. Please note that the Illinois EPA’s review cost and associated fees for the NFR letter are not included in this proposal.

- B. Prepare Focused or Comprehensive Site Investigation Report** – GSG will prepare either focused or Comprehensive Site Investigation Report (CSIR) after consultation with the PBCC and the CPS. The report will identify all of recognized environmental conditions and all of the related contaminants of concern that are present at the site. The report will utilize the information collect during the Phase I and Phase II ESA investigation. The report will provide description of the field activities performed including field screening measurements and observations, site physical features, analytical data, full extent of soil and groundwater contamination, contaminant pathways, and exposure routes.

As part of the task, GSG may be required to complete additional site investigation to meet the Illinois EPA Site Remediation Program, and to fill-in, any data gaps previously identified during the Phase II ESA investigation. For this purpose, GSG included a cost estimate to perform additional site investigation. The nature and magnitude of such investigation will be determined after completing the Phase II ESA investigation. The additional site investigation will be based on the results of the Phase II ESA and to fill horizontal and vertical data gaps. Field procedures will be in accordance with the Phase II field activities. Samples will be analyzed for contaminants of concerns identified in the Phase II ESA.

GSG may perform groundwater investigation if the Illinois EPA requested such investigation. For the purpose of this proposal, GSG assumed that three (3) monitoring wells would be installed at the site, and water samples would be collected and analyzed for the target compound list.

- C. Prepare Remedial Objectives and Remedial Action Plan** - GSG will prepare Remedial Objectives Report (ROR) in accordance with the requirements of 35 Illinois Administrative Code Sections 740.440 and 740.445. The report will address the recognized environmental condition(s) and related contaminants of concern that were identified in the CSIR. The report will address the selected site remedial objectives, which will be coordinated with the PBCC. GSG assumed that the PBCC would utilize the Tier 1 soil remediation objectives and exposure route exclusion in the



form of engineered barrier for the site. The report will also discuss other recognized environmental conditions that may require remediation work such as USTs, if present. GSG will also prepare a Remedial Action Plan (RAP) in accordance with the requirements of 35 Illinois Administrative Code 740.450. The RAP will include a description of the recognized environmental conditions at the site, major components and scope of the site remediation work, and Soil Management Zones as necessary. The RAP will include detail drawing showing the limits and estimated volume of each area of contaminated soil that will require remediation at the site. The plan will also include description of steps that will be implemented to ensure compliance with the requirements for soil management zones (if included), confirmation sampling plan, and applicable engineered barrier locations, and type of institutional controls to be implemented.

- D. Remedial Action Completion Report** - GSG will prepare and submit a Remedial Action Completion Report (RACR) upon completion of the site remediation activities. The report will include detailed information regarding remediation procedures, copy of analytical results and confirmation analytical results, location of engineered barrier, copy of waste manifests, and other related information.
- E. Illinois EPA Management** – GSG will coordinate with the Illinois EPA SRP reporting review activities and will review and process the Illinois EPA SRP invoices, including the final NFR fee of \$2,500.

Task 5 – Prepare Remediation Plans and Specifications

GSG will prepare soil remediation design plans based on the results of the site investigation. This will include underground storage tank removal, and soil handling and management. The design specification will outline procedures for contaminated soil removal, handling, and disposal in accordance with all applicable federal, state and local rules and regulations during the site redevelopment activities. GSG will prepare volume estimates of contaminated soil removal and develop a corrective action plan.

Task 6 - Project Administration and Meeting

GSG's project manager will be available to attend project related meetings on weekly and as requested by the PBCC. We will also participate in the pre-bid meeting, site walk-thru, and bid opening.

C. SCHEDULE

GSG understands that time is of the essence for this project. GSG will coordinate the project activities with the PBCC. We will complete the Phase II ESA site investigation within 4 weeks after receiving your notice to proceed. The Illinois SRP CSI report will be submitted to the Illinois EPA within four (4) weeks of completing any additional site investigation.



D. BUDGET

GSG's estimated Not-to-Exceed budget to complete the work outlined in this proposal is **\$211,560**. GSG developed the project budget based on the unit price scheduled provided in our proposal for this project, and is based on the following assumptions:


- All laboratory analytical testing will be performed using standard laboratory turn-around time (7-10) working days.
- Attending 10- 2 hours coordination meetings with the project team and/or PBCC.
- Cost for remediation oversight is not part of this proposal. GSG will submit a detailed proposal for remediation oversight once the remediation design plan and specification are completed.

A detailed breakdown of GSG's budget is attached to this proposal.

GSG appreciates the opportunity present this proposal for your consideration. We look forward to work with you on this project. Should you have any questions regarding our proposal, please feel free to call me at (312) 733-6262.

Sincerely,

GSG CONSULTANTS, INC.


Ala E Sassila, Ph.D., P.E.
Vice President



SCHEDULE D

PHASE II ENVIRONMENTAL SITE ASSESSMENT KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL VICINITY OF 53RD AND ST. LOUIS AVENUE CHICAGO, ILLINOIS

INSURANCE REQUIREMENTS

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

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. If work is on or within on 50 feet of railroad property, such insurance shall have a minimum combined single limit of \$5 million per occurrence with an aggregate limit of \$10 million per annual policy period with no deductible and said insurance shall be deemed primary as it relates to this Agreement with the Railroad Exclusion deleted or in the alternative the Contractor may obtain a Railroad Protective Liability Policy (See D.1.8) with the same minimum limits. 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, Board of Education of the City of Chicago and the City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

D.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, Board of Education of the City of Chicago and the City of Chicago must be named as additional insureds on a primary, non-contributory basis.

D.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 \$2,000,000 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.

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

D.1.5 Property

The Consultant is responsible for all loss or damage to Commission, Board of Education of the City of Chicago and/or City of Chicago 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.

D.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.

D.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 \$2,000,000 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, Board of Education of the City of Chicago and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

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

D.1.8 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.

D.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and

maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

The insurance must provide for 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, Board of Education of the City of Chicago and City of Chicago, 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, Board of Education of the City of Chicago, and City of Chicago 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.

**SCHEDULE E
KEY PERSONNEL**

**PHASE II ENVIRONMENTAL SITE ASSESSMENT
KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL
VICINITY OF 53RD AND ST. LOUIS AVENUE
CHICAGO, ILLINOIS**

NAME	FIRM	TITLE

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

PHASE II ENVIRONMENTAL SITE ASSESSMENT
PHASE II KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL
VICINITY OF 53RD AND ST. LOUIS AVENUE
CHICAGO, ILLINOIS

**(COMMISSION'S DISCLOSURE OF RETAINED PARTIES FORM EXECUTED BY CONSULTANT
FOLLOWS THIS PAGE.)**

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: PS1237
 Description or goods or services to be provided under Contract: PS1237
Phase II Environmental Site Assessment Services
2. Name of Contractor: GSG Consultants, 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)
C.S. Drilling	211 W. Chicago	Subcontractor	Estimated *
RW Collins	7225 W. 66th St	Subcontractor	Estimated *
Stat Analysis Corp.	2242 W. Harrison	Subcontractor	Estimated *

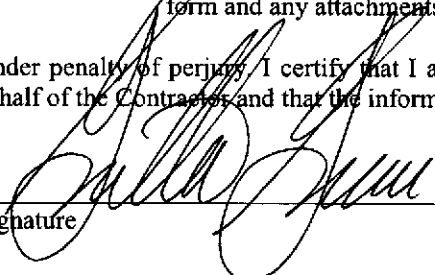
Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: _____

* Depending Upon Requirements

DISCLOSURE OF RETAINED PARTIES

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

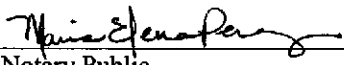
Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.


 Signature
 Guillermo Garcia
 Name (Type or Print)

February 20, 2008
 Date
 President
 Title

Subscribed and sworn to before me

this 20th day of Feb. 2008


 Notary Public

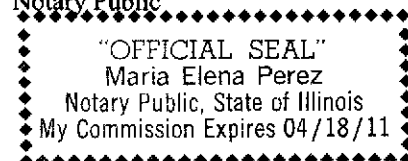


EXHIBIT B

W-9 Form

**ENVIRONMENTAL SITE ASSESSMENT
PHASE II KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL
VICINITY OF 53RD AND ST. LOUIS AVENUE
CHICAGO, ILLINOIS**

(COMMISSION'S W-9 FORM EXECUTED BY CONSULTANT FOLLOWS THIS PAGE.)

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See specific instructions on page 2.	Name (as shown on your income tax return) GSG Consultants, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 855 West Adams Street, suite 200	
	City, state, and ZIP code Chicago, Illinois 60607	Requester's name and address (optional) Public Building Commission of Chicago 50 W. Washington St., Room 200 Chicago, IL 60607
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

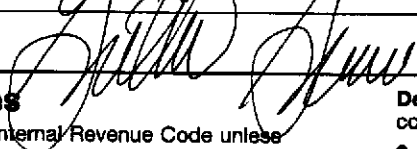
Social security number : : :
or Employer identification number 36 3844976

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 02-20-08
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁵
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁶
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

EXHIBIT C
POLICIES CONCERNING MBE AND WBE

ENVIRONMENTAL SITE ASSESSMENT
PHASE II KELLY, CURIE, GAGE PARK AREA HIGH SCHOOL
VICINITY OF 53RD AND ST. LOUIS AVENUE
CHICAGO, ILLINOIS

**(COMMISSION'S RESOLUTION CONCERNING PARTICIPATION OF MINORITY BUSINESS
ENTERPRISES AND WOMEN BUSINESS ENTERPRISES
DATED OCTOBER 1, 2004)**



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

January 25, 2008

Guillermo Garcia
GSG Consultants, Inc.
855 W. Adams
Chicago, IL 60607

Annual Certificate Expires:
Vendor Number:

October 1, 2008
50069721

Dear Mr. Garcia:

We are pleased to inform you that **GSG Consultants, Inc.** has been certified as an **MBE** by the City of Chicago. This **MBE** certification is valid until **October 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2008.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

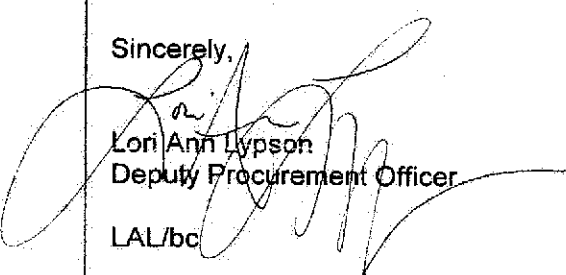
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**Lead Abatement Services; Risk Assessor; Air Sampling Services;
Environmental Consulting; Industrial Hygiene**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/bc

Revised: Specialty Area - Environmental Consulting; Industrial Hygiene





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

May 11, 2007

Surendra N. Kumar
Hi-Tek Environmental, Inc., d/b/a
Stat Analysis Corporation
2255 West Harrison Street, Suite B
Chicago, Illinois 60612

Annual Certificate Expires:
Vendor Number:

November 1, 2008
1057069

Dear Mr. Kumar:

We are pleased to inform you that **Hi-Tek Environmental Inc., d/b/a Stat Analysis Corporation** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **November 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Laboratory Analysis and Consulting; Asbestos Consulting; Industrial Hygiene Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lynson
Deputy Procurement Officer

LAL/lac





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

April 17, 2007

Ann Collins
R. W. Collins Co.
7225 W. 66th Street
Chicago, Illinois 60638

Annual Certificate Expires:
Vendor Number:

October 1, 2008
1026299

Dear Ms. Collins:

We are pleased to inform you that **R. W. Collins Co.** has been certified as a **WBE** by the City of Chicago. This **WBE** certification is valid until **October 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2008**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior to the date of expiration**. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Environmental and Soil Remediation Services; Underground Storage Tank Removal; Waste Management Services

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lipson
Deputy Procurement Officer

LAL/dm

NEIGHBORHOODS
Alive!

BUILDING CHICAGO TOGETHER

