

PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1329
with
CAMP DRESSER & MCKEE INC.

To Provide
ENVIRONMENTAL CONSULTANT SERVICES

For
JESSE OWENS FIELDHOUSE
8800 SOUTH CLYDE AVENUE
CHICAGO, ILLINOIS

Project# 11040

Mayor Richard M. Daley
Chairman

Erin Lavin Cabonargi
Executive Director

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

EXECUTION PAGE

**ENVIRONMENTAL CONSULTANT SERVICES
JESSE OWENS FIELDHOUSE
8800 SOUTH CLYDE AVENUE
CHICAGO, ILLINOIS
PS 1329**

THIS AGREEMENT effective as of May 19, 2008, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Camp Dresser & McKee Inc.**, an Illinois corporation with offices at 125 South Wacker Drive, Suite 600, Chicago, Illinois 60606, (the "**Consultant**").

Background Information – Recitals:

Whereas, **The Commission** on behalf of the City of Chicago (referred to in this Agreement as the "**User Agency**"), intends to undertake the construction and/or improvement of the following facility or facilities in Chicago, Illinois described in Schedule A attached to the Agreement (the "**Project**");

JESSE OWENS FIELDHOUSE

Whereas, the Commission requires certain professional services described in the Agreement, in connection with the Project and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services. The Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

Whereas, the Consultant has consulted with the Commission and the User Agency, made site inspections, and taken such other actions as the Consultant deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Project and the Services. The Consultant represents that it is qualified and competent by education, training and experience to prepare drawings, specifications and construction documents necessary to complete the Project in accordance with standards of reasonable professional skill and diligence.

Whereas, the Commission has relied upon the Consultant's representations in selecting the Consultant.

ENVIRONMENTAL CONSULTANT SERVICES
JESSE OWENS FIELDHOUSE
8800 SOUTH CLYDE AVENUE
CHICAGO, ILLINOIS
PS 1329

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

SIGNED on: 06, 16, 08

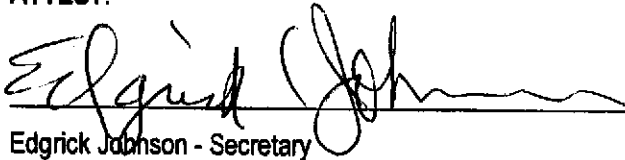
PUBLIC BUILDING COMMISSION OF CHICAGO



Erin Lavin Cabonargi
Executive Director

Date: 6/16/08

ATTEST:



Edgwick Johnson - Secretary

Date: 6/17/08

CONSULTANT: CAMP DRESSER & MCKEE INC.:



President *offices in charge*

Date: 6/13/08

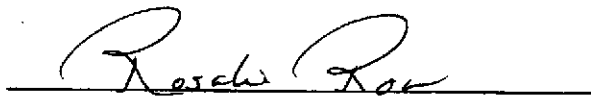
AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: IL

Subscribed and sworn to before me by Robin Black and _____

on behalf of Consultant this 3rd day of June, 2008.



Notary Public

My Commission expires:

(SEAL OF NOTARY)



ENVIRONMENTAL CONSULTANT SERVICES
JESSE OWENS FIELDHOUSE
8800 SOUTH CLYDE AVENUE
CHICAGO, ILLINOIS
PS 1329

TERMS AND CONDITIONS – ENVIRONMENTAL CONSULTING

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

a. **Agreement** means this professional services agreement for environmental consulting services, 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 Public Building Commission of Chicago, 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.

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

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

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

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

2. Incorporation of Documents. The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of each of such documents and will comply fully with all applicable portions thereof in performing the Services.

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

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

3. **Engagement and Standards for Performing Services.**

a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.

b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing environmental consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. If in the course of performing the Services, Consultant identifies any environmental condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission. The Consultant further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Agreement.

c. **Consultant's Personnel.** Consultant must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide these copies upon request by the Commission. Consultant remains responsible for the professional and technical accuracy of all Services furnished, whether by the Consultant or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

d. **Confidentiality.** Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Consultant must at all times act in the best interests of the Commission and User Agency consistent with Consultant's professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission.

e. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

f. **Limitations on Sub-Consultants.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

g. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.

h. **Changes to the Services.** 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.

4. **Duties and Obligations of Consultant**

a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq. the 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.

b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

c. **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.

d. **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.

e. **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.

f. **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.

g. **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.

h. **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.

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.

5. **Term.**

a. The term of this Agreement shall begin upon the final execution of this Agreement, 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.

6. **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 of detailed invoices by the Consultant, no more frequently than once every 30 days, and approval by the Commission of those invoices, 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.

7. **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 Sub-Consultants, which must be approved by the Commission. The costs of such Sub-Consultants shall be payable 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. **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.

h. **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.

8. **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.

9. **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

10. **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. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

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 course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

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

11. **Disputes.**

a. **General.** All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including without limitation questions concerning permissibility 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.

12. **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.

13. **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.

14. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.

15. **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.

16. **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.** Reimbursable expenses includes those actual expenditures, as identified in Schedule D to this Agreement, which are made by the Consultant and payable by the Commission.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULES FOLLOW.

SCHEDULE A

SCOPE OF SERVICE

ENVIRONMENTAL CONSULTANT SERVICES

**JESSE OWENS FIELDHOUSE
8800 SOUTH CLYDE AVENUE
CHICAGO, ILLINOIS
PS 1329**

(FOLLOWS THIS PAGE)



125 South Wacker Drive, Suite 600
Chicago, Illinois 60606
tel: 312 346-5000
fax: 312 346-5228

March 4, 2008

Mr. Vipul J. Srivastava
PARSONS
999 Oakmont Plaza Drive, Suite 420
Westmont, IL 60559

Subject: Scope of Work and Cost Estimate
Jesse Owens Park

Dear Mr. Srivastava:

Camp Dresser & McKee Inc. (CDM) is pleased to submit this statement of work to provide the Public Building Commission (PBC) additional environmental services for the proposed Jesse Owens Park site, located at the intersection of East 88th Street and South Kingston Avenue in Chicago. The existing building scheduled for demolition comprises approximately 1,500 square feet.

CDM was retained by the Chicago Park District (CPD) to complete a limited review of the historical usage of Jesse Owens Park. The purpose of this assessment was to identify recognized environmental conditions (RECs) that may exist on the property and to assess if impacts are likely to occur or have occurred due to current and/or past onsite activities.

SCOPE OF WORK

This scope of work addresses meetings, additional investigation, and reports as anticipated to be required by the PBC. The tasks included are associated with demolition of the building, the excavation, characterization and disposal of soil for construction, and the placement of imported soils to be used as backfill:

Task 1 - Building Demolition

- Conduct hazardous materials survey;
- Prepare survey report;
- Prepare demolition and asbestos abatement specifications;
- Provide asbestos abatement and demolition oversight; and
- Prepare completion report

Task 2 - Soil Removal

- Prepare soil removal specifications;
- Prepare soil backfill specifications
- Provide remedial action support activities;
- Provide remediation oversight; and
- Prepare completion report



Mr. Vipul R. Srivastava

March 4, 2008

Page 2

Task 1 - Building Demolition

Hazardous materials survey

CDM will complete a hazardous materials survey of the existing building prior to demolition. The survey will include an inventory of hazardous materials, including but not limited to asbestos, PCBs, lighting ballasts, fluorescent bulbs, mercury, and miscellaneous chemical storage. The asbestos survey is to confirm the location, approximate quantity, and condition of suspect ACM to be removed prior to demolition.

A CDM inspector who is licensed by the Illinois Department of Public Health (IDPH) will perform the survey. CDM will identify potential non-friable and friable ACM that are classified by USEPA as miscellaneous ACM, homogeneous thermal insulation or surfacing systems within on-site structures. During the inspection, the inspector will collect three samples per homogeneous areas (up to 15 samples total). STAT Analysis Corporation (STAT) will analyze the samples for asbestos using polarized light microscopy (PLM). Access to buildings will be coordinated with the Chicago Park District (CPD).

Prepare survey report

CDM will prepare a hazardous materials survey report. The report will include a summary of CDM's findings, quantities of materials identified, and recommendations for proper removal. A draft report in electronic format will be provided for review by PBC (and/or the PMO/Parson's - PBC's authorized representative) and CPD. A final hard copy will be provided to PBC and CPD.

CDM will attend project meetings to address and clarify questions relating to the hazardous materials survey and abatement oversight requirements and issues. CDM assumes up to 4, two-hour meetings.

Demolition/Asbestos Abatement Specifications

Based on the findings of the hazardous materials survey, CDM will prepare demolition and asbestos abatement specifications for inclusion in bid documents. The existing site conditions, limit of work area, and site features to be demolished and removed are indicated in Drawing No. C101 - Demolition Plan as provided to CDM. CDM will coordinate with the GC regarding the approved Illinois EPA waste disposal handler and landfill prior to demolition of the building. The specifications will include details regarding how the materials will be disposed based on the selected handler's and landfill's criteria. A draft specification in electronic format will be provided for review by PBC, PMO/Parson's, and CPD. A final hard copy will be provided to PBC and CPD.

CDM will attend a pre-bid meeting and review bid responses and provide review comments to PBC, PMO/Parson's, and CPD.



Mr. Vipul R. Srivastava
March 4, 2008
Page 3

Demolition/Abatement Oversight

CDM will provide demolition and asbestos abatement oversight, including air monitoring, which will include 9-hour workdays, 5-day work weeks, for a two (2) week period (90 hours total). This will include a review of the documentation to be submitted by the abatement contractor.

Prepare Demolition and Abatement Completion Report

CDM will prepare a final report of the demolition and abatement activities, which will include permits, licenses, air sampling results and copies of waste manifests. A draft report in electronic format will be provided for review by PBC, PMO/Parson's, and CPD. A final hard copy will be provided to PBC, PMO/Parson's, and CPD.

Task 2 - Soil Removal and Backfill Activities

Soil Removal Specifications

CDM will prepare soil removal specifications. The specification shall include the requirement that all soils removed from the property must be disposed of at an IEPA Subtitle D landfill. The specifications will include details regarding how the materials will be disposed based on the selected landfill's criteria. . The specification shall also include the requirement that accumulated storm water be disposed of in accordance with MWRDGC and applicable federal, state and local rules and regulations during the site redevelopment activities. A draft specification in electronic format will be provided for review by PBC and CPD. A final hard copy will be provided to PBC, PMO/Parson's, and CPD.

CDM will work with the PBC, PMO/Parson's, and the GC to properly characterize the soil requiring offsite disposal. CDM will coordinate with the GC regarding the chosen approved Illinois EPA landfill prior to the excavation and soil disposal activities commencing. One (1) composite sample will be collected and analyzed for waste characterization based on the parameters required by the landfill. The sample will be representative of the soils found at the site and will allow for completion of a waste profile for the disposal of the excavated soils. The material may be disposed as clean fill and impacted material, dependent on the results of the analyses.

Backfill Specifications CDM will prepare backfill specifications indicating that all backfill must meet IEPA TACO Tier I Residential requirements. CDM will coordinate with the GC regarding the clean fill source. New fill material must be tested and approved by PBC, PMO/Parsons, and CPD prior to placement in areas requiring clean fill to verify chemical concentrations are at or below residential remediation objectives. At a minimum, the source soil will be sampled for VOCs, SVOCs, Pesticides, PCBs, and Target Analyte List (TAL) metals based on parameters required by the IEPA under the Site Remediation Program. A sample will be collected at a frequency of one sample per 1,000 yd³. The laboratory analytical data for the backfill material must not be greater than ninety (90) days old, from date of



Mr. Vipul R. Srivastava

March 4, 2008

Page 4

import to the site. CDM assumes the collection of two (2) samples. Additional samples required after the 90 day period can be added to the SOW.

A draft specification in electronic format will be provided for review by PBC, PMO/Parson's, and CPD. A final hard copy will be provided to PBC, PMO/Parson's, and CPD.

Remedial Action Support Activities

CDM will work with the PBC, PMO/Parson's, the GC, and other parties, including participating in meetings between PBC, PMO/Parson's, and the GC. CDM anticipates the need for a project kickoff meeting prior to excavation activities. The subcontractor will provide to CDM for review all necessary permits, manifests, and licensing prior to initiation of the project. CDM has assumed a weekly (12) 1-hour onsite meetings to discuss schedule and issues that may arise.

CDM will work with the PBC/Parsons and the GC to properly characterize the soil requiring offsite disposal. One (1) composite sample will be collected and analyzed for waste characterization based on the parameters required by the disposal facility determined by the excavation contractor. The sample will be representative of the soils found at the site and will allow for completion of a waste profile for the disposal of the excavated soils. The material may be disposed as clean fill and impacted material, dependent on the results of the analyses.

Remediation Oversight

CDM will create a Health & Safety (H&S) Plan for the remedial oversight work. The GC's contractors will be responsible for their own H&S Plans. CDM will provide remediation oversight during excavation and loading activities, which will include 9-hour workdays, 5-day work weeks, for a continuous four (4) week period (180 hours total). CDM will review manifests and/or industrial waste tracking sheets, weigh tickets, and survey results to verify that the soils have been properly removed and disposed. The GC's contractor is responsible for providing surveying to verify the excavation has been completed to the appropriate depths.

CDM can sign the special waste manifests as agent for PBC, if needed dependent on the waste characterization results, based on the assumption that CDM receives proper authorization from PBC that is agreeable to both parties.

In addition, CDM will provide oversight during the placement of clean fill (soil) at the site. CDM will review the GC's submittal regarding the clean fill source(s) and the corresponding analytical results to determine if the clean fill is acceptable for use onsite. Drawing No. C101 - Demolition Plan indicates the existing site conditions and Drawing No. C102 - Dimension Plan indicates the proposed site plan, as provided to CDM.



Mr. Vipul R. Srivastava
March 4, 2008
Page 5

Prepare Closure Report

CDM will complete a Closure Report at the conclusion of the excavation/backfill activities. The report will present the history of the site conditions, the remedial action undertaken, and the results achieved. One (1) electronic draft copy and two (2) hard copies and an electronic copy of the final report will be submitted to PBC, PMO/Parson's, and CPD.

COST

This Scope of Work is estimated at \$59,070; additional details regarding the cost estimate are provided in the attached Table 1. The project estimated cost is based upon the quantities specified above. A contingency has not been built into the overall costs. The services presented in this change order will be performed on a time and material basis.

SCHEDULE

CDM will initiate work on this project based on PBC's notice to proceed. The actual schedule for demolition and construction activities will be determined by PBC and or the PMO/Parsons.

We thank you for the opportunity to submit this statement of work for the PBC Jesse Owens Park Project. We look forward to working with the PBC in achieving your objectives for this project.

Very truly yours,

Christopher A. Albrecht
Senior Project Manager
Camp Dresser & McKee Inc.

Ronald French
Vice President
Camp Dresser & McKee Inc.

SCHEDULE B

COMPENSATION

ENVIRONMENTAL CONSULTANT SERVICES
JESSE OWENS FIELDHOUSE
8800 SOUTH CLYDE AVENUE
CHICAGO, ILLINOIS
PS 1329

B.1 CONSULTANT'S FEE

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a Not-To-Exceed Fee ("Fee") of **(\$59,070.00)** for all work included in Schedule A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated additive change orders constitutes the Consultant's full fee for Basic Services.
- B.1.2 Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

B.2 HOURLY RATES FOR CONSULTANT AND SUBCONSULTANT PERSONNEL

- B.2.1 **Hourly Rates for Consultant and Subconsultant Personnel.** All Consultant and Subconsultant personnel and the hourly rate billable for each are subject to the prior approval of the Commission.
- B.2.2 **Hourly Rates** for Consultant and Subconsultant personnel are provided in Consultant's proposal, which follows Schedule D. The hourly rates provided by the Consultant will be used to determine the costs for any work related to the Project not included in Schedule A.

B.3 METHOD OF PAYMENT

- B.3.1 **Invoices.** The Consultant will submit an invoice to the Commission for Services performed, that will be paid in one lump sum after all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission.

Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of this Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain the reasons for such variances.

- B.3.2 **Payment.** Payment will be processed within thirty (30) days after Commission receives an acceptable invoice from the Consultant.
- B.3.3 **Invoice Disputes.** If the Commission disputes certain items in the Consultant's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Disputes provisions of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(CONSULTANT'S PROPOSAL FOLLOWS THIS PAGE)

Cost Table - Public Building Commission

**Jesse Owens Park and Field House
East 8th Street and South Karlov Avenue in Chicago, IL**

TASK No.	DESCRIPTION OF SCOPE	PERSONHOURS										LABOR CHARGES			EXPENSES (\$)			Total (\$)		
		LABOR CATEGORY AND RATE										Labor Hours	Labor Dollars	Unit	Qty	Unit Price	Total			
		Ppl	Sr	Projct	Sr	Staff	Jr	Staff	Tech	Draft	Admin									
		150	138	88	75	65	8	8	4	2	16	1,634	16	1,634	Field equip	1	75	75	1,699	
1	Building Demolition Activities																			
	Hazardous Materials Survey																			
	Survey Report	1	4	16	12	8	8	8	4	2	2	1,640	19	1,640	Photocopies	1	50	50	1,710	
	Demo and Abatement Specifications	4							30			6,352	64	6,352	Photocopies	1	50	50	6,302	
	Demo and Abatement Oversight ¹																			
	Completion Report	1	6	16	12	27			4			5,265	65	5,265	Field equip	1	150	150	5,415	
	Meetings ²	4	4									3,862	43	3,862	Photocopies	1	50	50	3,912	
	Laboratory (STAT)											1,452	12	1,452	Asbestos PLM	15	10	150	1,452	
	Asbestos Air Sampling Subcontractor (GSG)																			
2	Soil Removal and Backfill Activities																			
	Soil Removal Specifications	1	4	12	4				4			2,190	23	2,190	Photocopies	1	50	50	2,246	
	Backfill Specifications	1	4	4					2			1,190	11	1,190	Photocopies	1	50	50	1,242	
	Remedial Action Support Activities											3,488	30	3,488	ODCs	1	20	20	3,508	
	Remedial Oversight ³	2	12	16	90	90						15,664	208	15,664	PID (weekly)	4	200	800	16,464	
	Completion Report											4,924	56	4,924	Photocopies	1	50	50	4,974	
	Meetings ⁴	12	12	20	12	4			8			4,356	36	4,356	Waste characterization	1	1,150	1,150	4,356	
	Laboratory (STAT)																			
	Total	26	102	100	152	137	50	16	583	51,935	7,135	99,970								

1 - Assumes one (1) week of abatement activities and one (1) week of demolition activities (8-hour days)

2 - Assumes four (4) one-hour meetings

3 - Assumes four (4) weeks of remedial activities (8-hour days)

4 - Assumes twelve (12) weekly one-hour meetings

STAT - STAT Analysis Corp. (MBE)

GSG - GSG Consultants Inc. (MBE)

**SCHEDULE C
INSURANCE REQUIREMENTS**

**ENVIRONMENTAL CONSULTANT SERVICES
JESSE OWENS FIELDHOUSE
8800 SOUTH CLYDE AVENUE
CHICAGO, ILLINOIS
PS 1329**

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.

C.1. INSURANCE TO BE PROVIDED

C.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 \$100,000 each accident, illness or disease.

C.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. 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, Chicago Park District, and 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

C.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, Chicago Park District and City of Chicago must be named as additional insureds on a primary, non-contributory basis.

C.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

C.1.5 Property

The Consultant is responsible for all loss or damage to Commission, Chicago Park District 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.

C.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.

C.1.7 Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, Chicago Park District and City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

C.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

C.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, Chicago Park District, and City of Chicago, their respective Board members, employees, elected and appointed officials, and representatives.

The insurance 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, Chicago Park District 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 its 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.

**EXHIBIT A
DISCLOSURE OF RETAINED PARTIES**

**ENVIRONMENTAL CONSULTANT SERVICES
JESSE OWENS FIELDHOUSE
8800 SOUTH CLYDE AVENUE
CHICAGO, ILLINOIS
PS 1329**

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

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.
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

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____
Description or goods or services to be provided under Contract: _____

2. Name of Consultant: _____
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

4. The Consultant 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 Consultant's participation in the contract or other transactions with the Commission.
- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

Robin Black
Signature

6/2/08
Date

Robin Black
Name (Type or Print)

Officer in Charge
Title

Subscribed and sworn to before me

this 2nd day of June 2008

Rosalie Roa
Notary Public



**EXHIBIT B
DISCLOSURE AFFIDAVIT**

**ENVIRONMENTAL CONSULTANT SERVICES
JESSE OWENS FIELDHOUSE
8800 SOUTH CLYDE AVENUE
CHICAGO, ILLINOIS
PS 1329**

**(COMMISSION'S DISCLOSURE AFFIDAVIT FORM EXECUTED BY CONSULTANT FOLLOWS
THIS PAGE.)**



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

BOARD OF COMMISSIONERS

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Treasurer
BISHOP ARTHUR BRAZIER
Pastor
Apostolic Church of God

ADELA CEPEDA
President
A.C. Advisory, Inc.

GERY J. CHICO
President
Chicago Park District

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

BENJAMIN REYES
President
DSR Group, Inc.

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations, Inc.

TODD H. STROGER
President
Board of Commissioners
of Cook County

GERALD M. SULLIVAN
City of Chicago

RUFUS WILLIAMS
President
Chicago Board of Education

Executive Director
ERIN LAVIN CABONARGI

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

June 18, 2008

Richard D. Fox
Camp Dresser & McKee, Inc.
125 South Wacker Drive, Suite 600
Chicago, IL 60606

Re: Professional Service Agreement PS 1329, Environmental
Consultant Services for Jesse Owens Fieldhouse

Dear Mr. Fox:

You are hereby notified that the above-mentioned Professional Service Agreement PS1329 has been released. Enclosed, is the original executed Agreement for your files.

Sincerely,

Deborah Burton
Director of Procurement

DB/dz



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

BOARD OF COMMISSIONERS

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Treasurer
BISHOP ARTHUR BRAZIER
Pastor
Apostolic Church of God

ADELA CEPEDA
President
A.C. Advisory, Inc.

GERY J. CHICO
President
Chicago Park District

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

BENJAMIN REYES
President
DSR Group, Inc.

CYNTHIA M. SANTOS
Commissioner
Metropolitan Water
Reclamation District

SAMUEL WM. SAX
Chairman
Financial Relations, Inc.

TODD H. STROGER
President
Board of Commissioners
of Cook County

GERALD M. SULLIVAN
City of Chicago

RUFUS WILLIAMS
President
Chicago Board of Education

Executive Director
ERIN LAVIN CABONARGI

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

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

May 19, 2008

Richard D. Fox
Camp Dresser & McKee, Inc.
125 South Wacker Drive, Suite 600
Chicago, IL 60606

Re: Professional Services Agreement
Contract No.: PS1329
Contract Description: Environmental Consultant Services for Jesse Owens Fieldhouse

Dear Mr. Fox:

Enclosed please find two original copies of the above-mentioned Agreement. Additionally we have enclosed Exhibit A- Disclosure of Retained Parties, Exhibit B- Disclosure Affidavit, and Exhibit C- W-9 Form.

If you find it in order, then both original copies of the Agreement must be signed and notarized by an authorized officer of your firm and all exhibits must be completed. If your firm is a corporation, the Agreement should be signed by the President of the corporation. If another officer of the corporation signs the Agreement a Corporate Resolution authorizing that officer to sign on behalf of the corporation must be returned with the Agreement. Additionally, the Agreement must be notarized and the signatures and notary seal must be original.

Please return both original copies of the Agreement to us and your certificate of insurance in accordance with the levels and language specified in Schedule C - Insurance Requirements within ten (10) days from the date of this letter. An incompliant certificate of insurance may delay final execution of the Agreement and processing of invoices.

Sincerely,

Gary S. Bell
Contract Negotiator

Encls: