

**SECOND AMENDMENT
ENVIRONMENTAL CONSULTANT MANAGEMENT
LEE PASTEUR HURLEY ELEMENTARY SCHOOL
PROJECT NO.: 05110
CONTRACT NUMBER PS 1453**

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 7th day of June, 2010, and shall be deemed and taken as forming a part of the Agreement for Environmental Consultant Management Services for Lee Pasteur Hurley Elementary School ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **CARNOW, CONIBEAR & ASSOC., LTD.** ("Consultant") dated January 28, 2009 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated January 28, 2009, wherein the Consultant is to provide Environmental Consultant Management Services for the Board of Education for the City of Chicago; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to include additional Services performed and associated compensation due to Consultant;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to amend the Agreement as hereinafter set forth.

It is agreed by and between the parties hereto that the sole modification of, changes in, and amendments to the Agreement pursuant to this Amendment are as follows:

TERMS

1. Recitals

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THE AMENDMENT AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.

2. Schedule A Scope of Services is amended to include additional services required for Lee Pasteur Hurley Elementary School to perform Environmental Consultant Management Services. The scope for this service is detailed in Attachment A to this Amendment 2.

3. Schedule C Compensation of the Consultant is revised as follows:

C.1 The Consultant shall be paid the not to exceed amount of **\$12,300.00** for the additional services outlined in Attachment B of this Amendment 2.

The Not to Exceed Fee is increased to a total of **\$112,969.00**.

Execution of this Amendment by the Consultant is duly authorized by the Consultant, and the signature(s) of each person signing on behalf of the Consultant have been made with the complete and full authority to commit the Consultant to all terms and conditions of this Amendment.

All capitalized terms not defined herein shall have the meaning ascribed to them in the agreement. Except as and to the extent that the terms of the Agreement are amended and modified herein, all terms of the Agreement shall remain in force and effect.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

(Signature Page follows)

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 2.

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

BY: [Signature] Date: 6.16.10
Erin Lavin Cabonargi
Executive Director

ATTEST:
BY: [Signature] Date: 6/16/2010
Edgwick C. Johnson
Secretary

CARNOW, CONIBEAR & ASSOC., LTD.
By: [Signature] Date: 6-7-10
President

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Cook

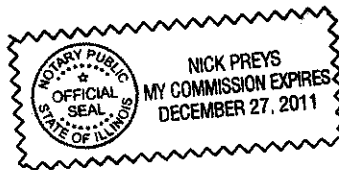
State of: Illinois

Subscribed and sworn to before me by Shirley Coniker and _____
on behalf of Consultant this 7th day of June, 2010.

[Signature]
Notary Public

My Commission expires:

(SEAL OF NOTARY)



Approved as to form and legality

[Signature] Date: 6/15/10
Neal & Leroy, LLC

**ATTACHMENT A
SCOPE OF WORK**

**ENVIRONMENTAL CONSULTANT MANAGEMENT
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The Scope of Services includes but is not limited to providing oversight during the remediation activities to ensure that the Contractor adheres to the applicable contract specifications and provide assistance to the Public Building Commission (PBC) and/or designated representative(s) related to the environmental activities performed during the project. These activities will include:

- Perform on-site oversight of Contractor during remediation activities;
- Document daily remediation activities;
- Sign contaminated soil waste disposal tickets as an agent of the PBC;
- Prepare photograph log of site activities;
- Attendance at construction progress meetings;
- Review required specification submittals from Contractor related to the environmental specifications prepared by Carnow Conibear;
- Prepare daily reports identifying areas remediated, areas backfilled and prepare field log summaries noting volumes of wastes removed from the site;
- Provide immediate notification (within 4 hours) of unexpected site conditions such as the discovery of Underground Storage Tanks (UST), petroleum containing soils, soils containing unusual odors or stains, free product or accidental spills to the PBC and PBC's representative;
- Compilation of documentation presented by the Contractor for the required remediation work per the design plans and specifications for subsequent project closeout reporting.

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**ATTACHMENT B
SCHEDULE OF COST
ENVIRONMENTAL CONSULTANT MANAGEMENT
LEE PASTEUR HURLEY ELEMENTARY SCHOOL
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The Commission shall pay the Consultant for the satisfactory performance of the Services a **Not to Exceed Fee** ("Fee") of **\$12,300.00** for all work included in Attachment A.