

**FIRST AMENDMENT
PHASE II ENVIRONMENTAL SITE ASSESSMENT AND OTHER ENVIRONMENTAL SERVICES
SAUGANASH ELEMENTARY SCHOOL - PS 1572C
PROJECT NUMBER: 05370**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 12th day of March, 2010, and shall be deemed and taken as forming a part of the Agreement for Phase II Environmental Site Assessment and Other Environmental Services for Sauganash Elementary School ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **CARNOW, CONIBEAR & ASSOCIATES, LTD.** ("Consultant") dated April 23, 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 the 23rd day of April, 2010, wherein the Consultant is to provide Phase II Environmental Site Assessment and Other Environmental 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 Sauganash Elementary School to perform Phase II Environmental Site Assessment and Other Environmental Services. The scope for this service is detailed in Attachment A to this Amendment 1.

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

C.1 The Consultant shall be paid the not to exceed amount of \$16,137.50 for the additional services outlined in Attachment B of this Amendment 1.

The Not to Exceed Fee is increased to a total of \$23,662.50.

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 and full force and effect except as modified in this Amendment.

(Signature Page follows)

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SAUGANASH ELEMENTARY SCHOOL - PS 1572C

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 1.

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: [Signature]
Erin Lavin Cabonargi
Executive Director

Date: 3/19/10

ATTEST:

BY: [Signature]
Edgwick C. Johnson
Secretary

Date: 3/26/10

CARNOW, CONIBEAR & ASSOCIATES, LTD.

By: [Signature]
President

Date: 3/9/10

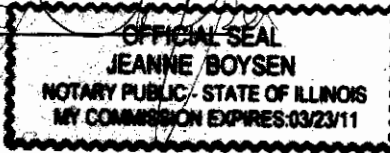
AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Shirley Conibear and _____
on behalf of Consultant this 9th day of March 2010.

Notary Public
My Commission expires:
(SEAL OF NOTARY)



Approved as to form and legality

[Signature]
Neal & Leroy, LLC

Date: 3-15-10

**ATTACHMENT A
SCOPE OF WORK
FIRST AMENDMENT
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(SCOPE OF WORK FOLLOWS THIS PAGE)

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ATTACHMENT A

**Scope of Work for
PHASE II ENVIRONMENTAL AND ENVIRONMENTAL DESIGN SERVICES**

Carnow, Conibear & Associates, Ltd. ("Consultant") is to perform the following services: A) Phase II Environmental Services: building demolition and renovation oversight (hazardous materials survey; asbestos containing materials (ACM) abatement project management, air sampling and demolition oversight); lead-based paint and ACM surveys; and B) Environmental Design Services: ACM abatement drawings, ACM abatement specification modifications and hazardous materials specifications at Sauganash Elementary School.

The Chicago Public Schools requires five (5) days advanced notice before any field activities can occur. The PBC shall assist with obtaining an "Access Agreement" for each location. No field work shall be performed without an approved "Access Agreement".

A. PHASE II ENVIRONMENTAL SERVICES - General Scope Requirements

TASK IV – BUILDING DEMOLITION AND RENOVATION OVERSIGHT

The Consultant shall provide for the following activities regarding the building demolitions and renovation oversight:

Item A. – Hazardous Materials Survey

A survey of the structures planned for renovation/demolition shall be performed for hazardous (and non-hazardous) materials such as PCB-containing components, mercury-containing components, chemicals, and other hazardous (and non-hazardous) materials that require removal prior to demolition. The survey shall contain locations, estimated volumes, CAS registry numbers, quantities and types of materials, results of the inspection, limitations and recommendations.

Deliverables for Item A. – Hazardous Materials Survey

The Consultant shall provide two printed copies and one electronic copy (PDF format) of a "Draft Report" to the PBC for review and comment. The Consultant shall be prepared to conduct revisions to the document. The Consultant shall then provide one electronic copy (PDF format) of an "Interim Final Report" – incorporating the comments on the "Draft Report" - to the PBC for review and comment. The Consultant shall then provide three printed copies and three electronic copies (PDF format) of a "Final Report" to the PBC.

Item B – ACM Abatement Project Management, Air Sampling and Demolition Oversight

The Consultant shall provide for ACM abatement air monitoring and have a licensed Air Sampling Professional on site while managing the ACM abatement project (licensed by IDPH). The Consultant shall obtain copies and maintain on-site records of licensing, state notifications, and manifests for ACM removed from the property in accordance with NESHAP and AHERA regulations.

Deliverables for Item B – ACM Abatement Project Management, Air Sampling and Demolition Oversight

The Consultant shall provide two printed copies and one electronic copy (PDF format) of a "Draft ACM Abatement Project Management and Air Sampling Report" to the PBC for review and comment. This Draft Report shall document the ACM abatement air monitoring by a licensed Air Sampling Professional (licensed by IDPH) on-site while managing the project during the ACM abatement activities and shall include all analytical, chains of custody forms and a summary of the air sampling results. The Consultant shall obtain copies and maintain on-site records of licensing, state notifications, and manifests for ACM removed from the property. The Consultant shall be prepared to conduct revisions to the document. The Consultant shall then provide one electronic copy (PDF format) of an "Interim Final ACM Abatement Project Management and Air Sampling Report" – incorporating the comments on the "Draft ACM Abatement Project Management and Air Sampling Report" - to the PBC for review and comment. The Consultant shall then provide three printed copies and three electronic copies (PDF format) of a "Final ACM Abatement Project Management and Air Sampling Report" to the PBC.

The Consultant shall provide two printed copies and one electronic copy (PDF format) of a "Draft Demolition Air Monitoring Report" to the PBC for review and comment. This Draft Report shall document ambient air monitoring by a licensed Air Sampling Professional (licensed by IDPH) on-site while managing the project during building demolition activities. The Consultant shall then provide one electronic copy (PDF format) of an "Interim Final Demolition Air Monitoring Report" – incorporating the comments on the "Draft Demolition Air Monitoring Report" - to the PBC for review and comment. The Consultant shall then provide three printed copies and three electronic copies (PDF format) of a "Final Demolition Air Monitoring Report" to the PBC.

Item C – Lead-Based Paint Survey

The Consultant shall conduct a lead-based paint survey using an X-Ray Fluorescence (XRF) lead paint analyzer on the painted surfaces of the structures that are to be demolished/renovated. This survey shall be conducted by and Illinois Department of Public Health (IDPH) licensed Lead Inspector.

Deliverables for Item C - Lead-Based Paint Survey

The survey shall consist of the name of the lead inspector, his/her license number, the date of inspection, list all substrates inspected, the colors of paint on each substrate, the wall direction of each sample, the reading for each sample positive/negative/inconclusive, an evaluation for each sample taken if the paint is in good, fair or poor condition, a chart and clear summary of results, and utilize using existing site/floor plans to indicate sample locations. Results of any laboratory

analyses shall be included in the survey along with the chain of custody as necessary. The final inspection survey shall be signed by the IDPH licensed lead inspector.

The Consultant shall provide two printed copies and one electronic copy (PDF and word format) of a "Draft Lead-Based Paint Survey" to the PBC for review and comment. The Consultant shall be prepared to conduct revisions to the document. The Consultant shall then provide one electronic copy (PDF format) of an "Interim Final Lead-Based Paint Survey" – incorporating the comments on the "Draft Lead-Based Paint Survey" - to the PBC for review and comment. The Consultant shall then provide three printed copies and three electronic copies (PDF format) of a "Final Lead-Based Paint Survey" to the PBC.

Item D – Additional Asbestos Containing Materials (ACM) Survey

The Consultant shall conduct an ACM survey of the area not included in the previous ACM survey completed for the project. The survey shall be completed by conducting a thorough inspection of all areas that will be affected by the demolition and renovation activities in the facilities for asbestos containing materials in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP) for Asbestos at 40 CFR Part 61, Subpart M, and the Asbestos Hazard Emergency Response Act (AHERA) at 40 CFR Part 763, utilizing an Illinois Department of Public Health (IDPH) licensed asbestos inspector. Samples shall be analyzed by a "National Voluntary Laboratory Accreditation Program" (NVLAP) accredited laboratory.

Deliverables for Item D – ACM Survey Report

The Consultant shall provide two printed copies and one electronic copy (PDF and word format) of a "Draft ACM Survey" to the PBC for review and comment, which includes a site map indicating material types, quantities, locations, laboratory data sheets, analytical results, copies of IDPH licenses for inspectors, and chain of custody forms. The Consultant shall be prepared to conduct revisions to the document. The Consultant shall then provide one electronic copy (PDF format) of an "Interim Final ACM Survey" – incorporating the comments on the "Draft ACM Survey" - to the PBC for review and comment. The Consultant shall then provide three printed copies and three electronic copies (PDF format) of a "Final ACM Survey" to the PBC.

B. ENVIRONMENTAL DESIGN SERVICES – General Scope of Work

Item E - ACM Abatement Drawings

The Consultant shall prepare ACM abatement drawings using existing plans to tailor them for the ACM abatement work, utilizing an asbestos project designer, licensed by IDPH.

Deliverables for Item E – ACM Abatement Drawings

The Consultant shall provide two printed copies and one electronic copy (PDF format) of "Draft ACM Abatement Drawings". The Consultant shall utilize existing site/floor plans to indicate ACM requiring abatement prior to demolition. The Consultant shall utilize an asbestos project designer, licensed by IDPH, to complete this work. The Consultant shall be prepared to conduct revisions to the "Draft ACM Abatement Drawings". The Consultant shall then provide one electronic copy (PDF format) of an "Interim Final ACM Abatement Drawings" – incorporating the comments on the "Draft ACM Abatement Drawings" - to the PBC for review and comment. The Consultant shall then provide three printed copies and three electronic copies (PDF format) of a

"Final ACM Abatement Drawings" to the PBC.

Item F - ACM Abatement Specification Modifications

The Consultant shall modify existing ACM abatement specifications to tailor them for the ACM abatement work, utilizing an asbestos project designer, licensed by IDPH.

Deliverables for Item F - ACM Abatement Specification Modifications

The Consultant shall provide two printed copies and one electronic copy (PDF and word format) of "Draft ACM Abatement Specifications" to the PBC for review and comment. The Consultant shall be prepared to conduct revisions to the document. The Consultant shall then provide one electronic copy (PDF format) of "Interim Final ACM Abatement Specifications" – incorporating the comments on the "Draft ACM Abatement Specifications" - to the PBC for review and comment. The Consultant shall then provide three printed copies and three electronic copies (PDF format) of "Final ACM Abatement Specifications" to the PBC.

Item G – Hazardous Materials Specifications

Consultant shall modify existing PBC specifications as to the proper packaging, transportation and disposal of the materials identified in the Hazardous Materials Survey. The Consultant shall verify all quantities stated and conduct a building walkthrough for additional items that might have been missed on the initial survey. The Consultant shall recommend cost effective methods for removing and disposing the materials identified in the Hazardous Materials Survey.

Deliverables for Item G – Hazardous Materials Specifications

The Consultant shall provide two printed copies and one electronic copy (PDF and word format) of "Draft Hazardous Materials Specifications" to the PBC for review and comment. The Consultant shall be prepared to conduct revisions to the document. The Consultant shall then provide one electronic copy (PDF format) of "Interim Final Hazardous Materials Specifications" – incorporating the comments on the "Draft Hazardous Materials Specifications" - to the PBC for review and comment. The Consultant shall then provide three printed copies and three electronic copies (PDF format) of "Final Hazardous Materials Specifications" to the PBC.

Use of Report

The Public Building Commission of Chicago and the Chicago Public Schools may produce the report without modifications and distribute the report in connection with the use or disposition of the property without incurring obligation for additional compensation.

Qualifications/Personnel

All work shall be performed by qualified personnel with the appropriate licenses.

**ATTACHMENT B
SCHEDULE OF COST
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The Commission shall pay the Consultant for the satisfactory performance of the Services a **Not to Exceed Fee ("Fee") of \$16,137.50** for all work included in Attachment A.

(SCHEDULE OF COST PAGE COMPLETED BY CONSULTANT FOLLOWS THIS PAGE)