

**SECOND AMENDMENT
GENERAL PROJECT ENVIRONMENTAL MANAGEMENT SERVICES
MICHAEL REESE HOSPITAL
CONTRACT NUMBER PS 1662A
PROJECT NO.: 04100**

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 21st day of June, 2010, and shall be deemed and taken as forming a part of the Agreement for General Project Environmental Management Services for Michael Reese Hospital ("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 July 13, 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 July 13, 2009, wherein the Consultant is to provide General Project Environmental Management Services 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. Attachment A Scope of Services is amended to include additional General Project Environmental Management services required for Michael Reese Hospital. The scope for this service is detailed in Attachment A to this Amendment 2.

3. Attachment B Schedule of Costs is revised as follows:

B.1 The Consultant shall be paid the not to exceed amount of **\$115,440.00** for the additional services outlined in Attachment B of this Amendment 2.

The Not to Exceed Fee is increased to a total of **\$323,040.00**.

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)

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

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

BY: *Richard M. Daley* Date: _____
Richard M. Daley
Chairman

ATTEST:
BY: *Edrick C. Johnson* Date: 7-14-2010
Edrick C. Johnson
Secretary

CARNOW CONIBEAR & ASSOC., LTD.

By: *David Kedra* Date: June 22, 2010
President Exec VP

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Cook

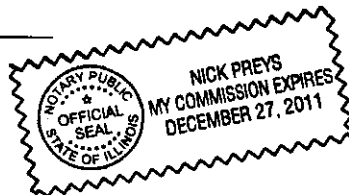
State of: Illinois

Subscribed and sworn to before me by David Kedra and _____
on behalf of Consultant this 22nd day of June, 2010.

Nick Preys
Notary Public

My Commission expires:

(SEAL OF NOTARY)



Approved as to form and legality

Neal & Leroy Date: 6/30/10
Neal & Leroy, LLC

ATTACHMENT A
SCOPE OF WORK

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SCOPE OF WORK

Ia. Project Management

Consultant's GEM will co-manage the MRH campus remediation work with the PBC Project Manager. Consultant's GEM will be located at the MRH campus for the duration of the project and will track the progress of the demolition and abatement contractors and ensure that they are following the specifications for the project. Consultant's GEM will review and approve all submittals required in the specifications and upload the submittals and status information to the Collaborative Workspace system as the work progresses.

Consultant's GEM will schedule and coordinate the environmental consultants for all work tasks including asbestos abatement, hazardous/universal/PCB waste removal, and UST removal activities, and keep track of their progress. The coordination will be handled to provide the maximum amount of time possible for mobilization and to reduce or eliminate any down time.

Consultant's GEM will be the point of contact for any and all regulatory or public inquiries related to environmental matters, and will escort regulators around the campus, when required. In addition, he will respond to any correspondence from local, state or federal regulators on behalf of the PBC and will provide corrective action negotiations when necessary.

Consultant's GEM will provide daily inspection of environmental work activities. This work will include, but is not limited to, observation of monitoring well abandonment and signing of waste disposal manifests as an agent of the PBC. Consultant's GEM will provide immediate notification (within four hours) of unexpected site conditions to the PBC.

In addition, Consultant's GEM will obtain copies and maintain on-site records of waste manifests of all regulated waste removed or discharged from the site. Consultant's GEM will submit documents to applicable agencies, as required. Consultant's GEM will review, comment and approve all Contractor close out documentation, as required in the specifications. Consultant's GEM will attend meetings as requested by the PBC Project Manager and assist the PBC Project Manager with review and comment of all pay applications, as requested.

Ib. Regulated Materials Management and Oversight During Removal and Disposal Activities

Consultant's GEM will review the waste inventory reports and walk the site to assess the current conditions on the MRH campus. During the project, Consultant's GEM will attend project meetings with the PBC and weekly meetings with Demolition/Abatement Contractors and Environmental Consultants to discuss all aspects of the project. Consultant's GEM will review and approve all submittals related to the handling,

removal and disposal of all hazardous, universal, biohazard and regulated wastes from the campus. With the help of his administrative assistant, he will maintain all records and upload them to the Collaborative Workspace on a weekly basis.

Consultant's GEM will maintain schedules of waste removal activities on site and inspect areas where waste is being removed and stored. Consultant's GEM will inspect all waste leaving the site and will sign off on all waste manifests and bills of lading as an authorized agent of the PBC.

Consultant's GEM will meet with regulators, as requested and will respond within 24 hours to any violation notices received. He will respond to site issues such as unforeseen conditions, regulatory inspections/citations, site emergencies, spills on an emergency response basis and prepare a comprehensive report at the conclusion of each incident.

Ic. Management and Scheduling of Air Sampling Activities

Consultant's GEM will review the Contractor submittals and upload the approved submittals to the CW system. Consultant's GEM will attend project meetings with PBC and weekly meetings with the Contractors and Environmental Consultants to discuss all aspects of the project. Consultant's GEM will coordinate the project schedule with the Air Sampling Professionals (ASPs) and the abatement contractors and keep a schedule of the work performed. Consultant's GEM will advise PBC's Project Manager on technical matters and will respond to site issues, unforeseen conditions, regulatory inspections, site emergencies, etc. All incidents will be reported to PBC in a timely manner. Consultant's GEM will provide daily observations and documentation of asbestos abatement work and manage the environmental consultants providing ambient air monitoring.

As work is completed, Consultant's GEM will collect project closeout binders from the ASPs and abatement contractors, review for completeness, and upload the documents to the Collaborative Workspace system.

Id. Rock Crushing Oversight

Consultant's GEM will coordinate the Contractors and provide periodic inspection of rock crushing activities. Consultant's GEM will provide reports related to the rock crushing activities, including Contractor's reported quantities of material generated and dust suppression activities.

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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 \$115,440.00** for all work included in Attachment A.