

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL CONSULTANT
CHANGE IN SCOPE OF SERVICE
AMENDMENT NO. 4**

Project Name: The New Kennedy-King College
Project Location: 63rd and Halsted Streets
Owner Agency: City Colleges of Chicago

Date: August 8, 2006 (Board Approval)
Project Number: JC 013
Agreement PS Number: PS803

(signature not required – only required for user-directed changes)

Owner Agency Signature, Title & Date

Project Services: Construction Manager (CM)

Portfolio Manager: Ray Giderof

This change, when signed by the Consultant, approved by the Board, and duly executed by the PBC, constitutes **Amendment No. 4** to the Agreement referenced above. All other terms and conditions remain unchanged.

Consultant Name: McClier Corporation

Phone Number: (312) 373-7700

Contact Name: "ORIGINAL" Stacie D. Scott

County of Cook
Notary Public, State of Illinois
My Commission Exp. 04/08/2009

State of IL (Seal of Notary)

Notary Public Stacie D. Scott

Consultant Signature, Title & Date

Subscribed and sworn to before me

this 29 day of November, 2006

My commission expires 04/08/2009

CHANGE IN SCOPE OF SERVICE:

This Amendment represents the completed negotiations between the Public Building Commission of Chicago ("PBC") and its Construction Manager, The McClier Corporation, ("CM"). The PBC and CM have agreed that for the Construction Guaranteed Maximum Price ("GMP") of \$202,101,632.00, the CM will complete the New Kennedy King College ("NKKC") project as designed, and will achieve all required building and occupancy permits and licenses.

The scope of the NKKC project to be completed for the GMP is as defined by the Contract Documents, and as described in the following eight enumerated items, and the referenced documentation therein:

1. **Agreement No. PS-803** dated April 12, 2005, between the PBC and The McClier Corporation as modified by Amendments #1 through #3.
2. **Plans and specifications** that were the basis of Trade Contract Awards approved as of August 8, 2006.
3. **Issued for Construction Drawings:**
 - Volume "U" – Building "U", dated December 21, 2005.
 - Volume "V" – Building "V", dated December 21, 2005.
 - Volume "W" – Building "W", dated December 21, 2005.
 - Volume "X" – Building "X", dated December 21, 2005.
 - Volume "Y" – Building "Y", dated December 21, 2005.
 - Volume "Z" – Building "Z", dated December 21, 2005.
 - Volume "S" – Site Information, dated December 21, 2005.
 - Volume "T" – Information Common to Two or More Buildings, dated December 21, 2005.
4. **Project Specifications:**
 - Book #1 – Standard Terms and Conditions, dated June 14, 2005.
 - Updated Geotechnical Report, dated February 4, 2004.
 - Book #3 – Volume #I Technical Specifications, dated January 3, 2005.
 - Book #3 – Volume #II Technical Specifications, dated January 3, 2005.
 - Book #3 – Volume #III Technical Specifications, dated January 3, 2005.
 - Book #3 – Volume #IV Technical Specifications, dated January 3, 2005.
 - Book #3 – Volume #V Opening Schedule, dated January 3, 2005.
 - Book #3A – Environmental Specifications, dated January 3, 2005.
 - Book #3B – Traffic Control and Protection, dated January 3, 2005.
5. **RFI and Submittal Responses:**
 - All RFI and Submittal responses issued by the Architect of Record as of August 8, 2006.

6. Bulletins and Change Orders:

- All Bulletins and Change Orders issued by the AOR and the PBC as of August 8, 2006.

7. **Value Engineering** recommendations agreed to as of August 8, 2006, including specifically: the use of aluminum feeder cable as approved by the Engineer of Record; \$50,000 savings in the approved and landscape ordinance compliant mix of 5", 4", and 2.5" caliper trees; installation of vegetative grid in compliance with the Chicago Department of Planning and Development's twenty-five percent total Green Roof standards; and reduced terrazzo area as per Architect of Record issued bulletin.

8. **CM Qualifications / Assumptions.** The GMP covers a refined scope of work for the NKKC and the allocated responsibilities for both PBC and CM as reflected in the following enumerated items [A.i. – A.xviii., B.i. – B.iv., C.i. – C.iv., D., E., F., G.i. – G.iv., H., I., J., K.i. – K.iii., and L.). The qualifications and assumptions are organized by specification section in order that they directly correlate to its GMP estimate and the design documents.

A. General Items.

- i. CM may reallocate budget line item savings between reimbursable expense categories (i.e., "General Conditions and Expenses", "Base Building Trade Contractors", "P&P, Insurance, Builders Risk, etc.", "Misc. Subconsultants" and "Misc. Subcontractors") during the course of the project as required to fund line item shortages.
- ii. Construction progress payments will be processed within 30 days.
- iii. Existing site utilities relocation will be paid by PBC.
- iv. Excess facility charges are excluded from GMP. PBC will pay for excess facility charges for ComEd, People's Gas, AT&T/SBC, Cable TV, Bureau of Electricity (Fire Alarm), fiber optic video from OEMC, etc.
- v. Performance and payment bond for McClier Corporation included in GMP. Estimate for Subguard insurance has been included as a percentage of the overall costs and have been included in the GMP.
- vi. All reproduction costs for bidding, construction sets, shop drawings and record drawings have been included in GMP as reimbursable expenses.
- vii. MBE / WBE goals of 25% and 5% are included. City residency goals will be 50%. MBE / WBE / City Residency goals are based on overall project performance and will not be evaluated on a subcontractor by subcontractor basis. Subcontractor goals will be based on bid tabulations signed off by the PBC. Local hiring percentage of 15% will be provided based on availability of workers.
- viii. The PBC has provided the CM with soils and survey reports. CM does not assume responsibility for the accuracy of those reports.
- ix. Builders risk and railroad insurance has been provided by CM as a part of the GMP as a reimbursable expense. Estimated cost based on the construction duration of the project.
- x. CM will provide security personnel 24 hours a day 7 days a week. The cost for security personnel is included in the GMP as a reimbursable expense.
- xi. CM assumes that the Construction Operations Phasing plan and schedule dated August 7, 2006 will be implemented to perform the work.
- xii. Reference Architect of Record drawings and specifications dated January 3, 2005. CM has included the scope of work outlined in these documents in the GMP.
- xiii. Testing of concrete, soil, masonry and structural steel will be performed via a reimbursable expense included in the GMP.
- xiv. CM has included incorporating permit comments into the GMP as noted in Issue for Construction Set dated December 21, 2005.
- xv. All subcontractor work will be performed during normal working hours 7:00 a.m. to 3:30 p.m. Premium time work will be performed at off-hours for utility shutdowns and transfers only.
- xvi. Value engineering comments which have been incorporated have been noted in each section below. CM has not included any value engineering comments where the Architect of Record has not provided bulletins for the

work. Value Engineering items/recommendations have also been noted on all shop drawings and RFIs issued to date.

xvii. Commissioning consultant has been included in GMP as a reimbursable expense.

xviii. CM has excluded all cost escalations for material beyond June 2007.

B. Earthwork

- i. CM has included utilizing a crusher in the ball field area. CM will use crushed concrete and asphalt to backfill under roads, walks, parking lots and building foundation areas.
- ii. CM has assumed that existing utilities are adequate to supply power, water, gas and service to the new buildings.
- iii. CM has excluded all excess facility charges for new utility transformer and primary cabling.
- iv. Environmental remediation or testing has been excluded from the scope of work. To the extent required, McClier to provide testing in accordance with Book #3A of the Contract Documents.

C. Concrete

- i. CM excluded flowable fill in the GMP. CM will utilize existing urban fill and stone in lieu of flowable fill. Value engineering has been included to delete the flowable fill on the project. All urban fill and stone will comply with all applicable codes and standards.
- ii. New slab on grade and elevated slabs will be 8" thick in lieu of thickened slab at masonry walls. Thickened slabs will not be provided for mechanical utility trenches under the slab. Pipe runs will be located below the concrete slab.
- iii. CM has included value engineering for removing concrete planter from the site work.
- iv. CM has excluded any additional concrete or steel added during shop drawing review by the structural engineer. Building W and Y have areas where additional steel will be required due to design issues.

D. Masonry

Premier ground face block will be used for interior walls in lieu of Trenwyth block. Sioux City brick will be used in lieu of the specified material.

E. Structural Steel, Misc. Steel and Erection

CM has excluded any additional steel added during shop drawing review by the structural engineer.

F. Underground Utilities

CM has excluded removal of unsuitable or contaminated soil.

G. Mechanical

- i. No Electricity Co-generation facility has been included in the GMP.
- ii. CM will utilize alternate piping for underground heating work.
- iii. GMP assumes that alternate temperature control subcontractors can be utilized.
- iv. All electrical MDF and IDF redundant cooling has been excluded from the GMP.

H. Plumbing

The GMP assumes the utilization of propress piping in lieu of copper piping.

I. Fire Protection

CM will provide the fire protection system as designed by the Architect of Record. Special configuration of piping around architectural building elements has been excluded. GMP includes the use of Schedule 10 piping for all risers.

J. Roofing

GMP includes a modified bitumen roof system with 2" insulation (R 20). CM will offer value engineering costs for alternate roofing systems. Drainage system and slope will be redesigned for cost savings to the project.

K. Electrical

- i. CM will provide all cabling and devices for telephone and data. Backbone cabling will be fiber optic while distribution from LAN rooms to specific locations will be CAT 6.
- ii. EMT conduit to be used for all overhead work.
- iii. Aluminum cable may be utilized for all primary feeders to the project.

L. Doors, Frames and Hardware

GMP excludes modifications to door openings due to changes in ceiling heights.

Any additional scope added by PBC must be either off-set by corresponding scope reduction of equal or greater value or by extra compensation to the CM equal to the actual cost of performing the additional scope, without mark up, less the savings realized by any corresponding scope reductions.

COMPENSATION

The GMP for completing the NKKC project consists of the following components:

Construction Manager's Fee:	\$ 3,194,472.00	(Lump Sum)
Construction Manager's Labor:	\$ 7,266,092.00	(Lump Sum)
Architectural Services Labor (IT/FF&E):	\$ 1,076,000.00	(Lump Sum)
General Conditions and Expenses ¹ :	\$ 505,418.00	(Reimbursable Expense)
Base Building Trade Contractors ¹ :	\$ 143,926,592.00	(Reimbursable Expense)
P&P, Insurance, Builder's Risk, etc. ¹ :	\$ 4,537,074.00	(Reimbursable Expense)
Misc. Subconsultants ¹ :	\$ 1,010,000.00	(Reimbursable Expense)
Misc. Subcontractors ¹ :	\$ 2,278,192.00	(Reimbursable Expense)
FF&E / IT Subcontractors ¹ :	\$ 29,829,500.00	(Not-to-Exceed Allowance)
Contingency ² :	\$ 8,478,292.00	
GMP Total:	\$ 202,101,632.00	

¹ The amounts reflected for these services are reimbursable amounts only, and do not include any CM mark-up.

² In accordance with A.1.9.1 of the Agreement, the Contingency "is established for the Construction Manager's use as may be required for increases in costs as noted above. [...] The Construction Manager must manage its contingency and report to the Commission in writing on the utilization of the contingency on a monthly basis. It is understood that the amount of the Construction Manager- GMP Contingency is the maximum sum available to the Construction Manager to cover costs incurred as a result of such unanticipated causes or details, and that cost overruns in excess of the amount of the Construction GMP will be borne by the Construction Manager."

Guaranteed Maximum Price and Shared Savings Bonus. If, after Final Completion and acceptance of the work, there remains either in the Contingency amount or elsewhere in the GMP an unallocated balance of funds, the PBC will be entitled to a credit of up to \$500,000.00.

If, after the PBC takes its \$500,000 credit, a balance of unallocated funds remains, then the CM will be entitled a bonus of up to \$500,000 (provided that each and every one of the provisions listed in Section C. of Schedule A has been met) before any other allocated funds will be subject to the CM's Shared Savings Bonus (as otherwise established and governed by the terms of Section C. of Schedule A: Detailed Scope of Services of the Agreement).

If, after a PBC takes its \$500,000 credit and the CM bonus of \$500,000 is earned and billed, a balance of unallocated funds remains, then the CM will be entitled to bill an amount equal to 50% of such balance in the GMP.

Parent Guaranty. The Agreement as hereby modified and amended is guaranteed by the CM's sole shareholder, AECOM Technology Corporation, in accordance with and under the terms of its Guaranty dated as of April 12, 2005 included as Exhibit 1 of the Agreement, except the amount of the guaranty will be increased to \$202,101,632.00.

- ☒ 1. The circumstances necessitating this change were not reasonably foreseeable when the Agreement was signed, or
☐ 2. The change is germane to the original Agreement as signed, or
☒ 3. The change is in the best interest of the PBC and authorized by laws.

APPROVAL

Portfolio Manager

Date

Managing Architect

Date

Director of Construction

Date

Director of Procurement

Date

Executive Director

Date

Secretary of the PBC (If Required)

Date

Chairman of the PBC (If Required)

Date