

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS1041**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 9th day of June, 2008, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS, LTD.** ("Architect") dated January 9, 2007 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Architect have heretofore entered into an Agreement dated the 9th day of January, 2007, wherein the Architect is to provide Architect of Record Services for Langston Hughes Davis Developmental Elementary School; and

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

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

Section IX- Additional Services is revised as follows:

A. Architect's On-site Observation. Architect shall assign qualified on-site representatives acceptable to the Commission during such times as construction is in progress for the purpose of periodic on-site observation of the progress and conformance of the permanent features of the work to the requirements of the Contract Documents.

The on-site representative shall provide the following during the construction phase of the project:

- onsite observation during construction;
- attend weekly progress meetings on-site;
- prepare field reports (1 per site visit);
- monitor progress and quality of construction completed, and;
- verify the work is being performed in accordance with the Contract Documents.

Allotted time is an average of 12 hours per week and assumes a construction phase period of 453 calendar days (65 calendar weeks). The Architect's on-site representative shall not be removed or replaced before full completion of the without prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.

3. Schedule D Compensation of the Architect

Section D.1 Architect's Fee is revised to include as follows:

The Architect shall be paid the amount of \$87,360.00 for the additional services outlined in Item 2 of this Amendment 1.

The Fixed Fee is increased to a total of \$1,673,360.00.

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

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

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

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

BY: *Edgwick C. Johnson* Date: 7-8-08
Edgwick C. Johnson
Secretary

ARCHITECT

SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS, LTD.

By: *Jack Murchie* Date: 6/12/2008
Jack Murchie
President

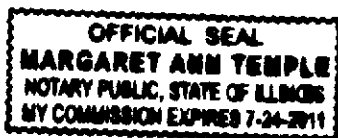
Subscribed and sworn to me this

13 day of June 2008.

Margaret Ann Temple
Notary Public

My Commission expires: 7/24/11

(Seal of Notary)





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June 10, 2008

Jack Murchie
Schroeder Murchie Niemiec Gazda-Auskainis, Ltd.
936 W. Huron
Chicago, IL 60622

Re: Amendment No. One made part of the Professional Service Agreement PS 1041, Architect of Record Services for Langston Hughes Davis Developmental Elementary School

Dear Mr. Murchie:

Enclosed is Amendment One to the captioned Agreement. Please return both copies of the signed and notarized amendment to my attention within ten (10) days from the date of this letter.

An incomplete execution page may delay final execution of the Amendment and processing of invoices. Upon acceptance of the amendment by the Public Building Commission, a fully executed copy will be returned to you.

Sincerely,

Deborah Burton
Director of Procurement

DB/dz

**Public Building Commission of Chicago
Proposed Amendment Report to the Administrative and Operations Committee -
May 1, 2008**

Amendment	Project	Consultant	Reason for the Proposed Amendment	Amount of the Proposed Amendment	Consultant's Fee including the Proposed Amendment Fee	Current Cost of Construction (including approved change orders)	Consultant's Fee including the Proposed Amendment Fee as a % of the Current Cost of Construction
1	Hayes Park Natatorium	DeStefano & Partners (PS 317) AOR	The proposed amendment is compensation in the amount of \$220,000.00 for additional services rendered and required to be performed by the AOR. The additional services were provided during a period which began upon the expiration of DeStefano + Partners' AOR contract on October 31, 2001 through May 14, 2004, when the facility opened.	\$220,000.00	\$720,000.00	\$6,941,244.91	10.4%
2	Engine Company 70	Bauer Latoza Studio (PS 814 - A5) AOR	This amendment represents user-requested additional services in the amount of \$3,200.00 for the AOR to assist in the selection and installation of a Chicago Fire Department historic relic for the new Engine Company 70. Work includes: - Visit and review the collection of Chicago Fire Department relics; - Provide recommendation for installation at Engine Company 70 of a selected item from the collection; - Attend two meetings with stakeholders for coordination and selection; - Design an exterior site placement and concrete pad for the installation of the selected item; - Issue associated Bulletin and review completed work. The services represented in this amendment were not included in the original scope of the Professional Services Agreement.	\$3,200.00	\$271,553.00	\$9,408,258.19	2.9%
3	Langston Hughes Davis Elementary School	SMNG-A (PS 1041 - A1) AOR	This amendment represents PBC-requested additional services in the amount of \$87,360.00 for the AOR to provide the following during the construction phase of the project: - on-site observation during construction; - attend weekly progress meetings on site; - prepare field reports (1 per site visit); - monitor progress and quality of construction completed, and; - verify the work is being performed in accordance with the Contract Documents. Allotted time is an average of 12 hours per week and assume a construction phase period of 453 calendar days (65 calendar weeks). The services represented in this amendment were not included in the original scope of the Professional Services Agreement.	\$87,360.00	\$1,673,360.00	\$30,220,000.00	5.5%
4	Mark T. Skinner Elementary School	SMNG-A (PS 1098 - A2) AOR	This amendment represents PBC-requested additional services in the amount of \$88,704.00 for the AOR to provide the following during the construction phase of the project: - on-site observation during construction; - attend weekly progress meetings on-site; - prepare field reports (1 per site visit); - monitor progress and quality of construction completed, and; - verify the work is being performed in accordance with the Contract Documents. Allotted time is an average of 12 hours per week and assumes a construction phase period of 463 calendar days (66 calendar weeks). The services represented in this amendment were not included in the original scope of the Professional Services Agreement.	\$88,704.00	\$2,053,144.00	\$25,835,000.00	7.9%

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROPOSED AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

PA No.: 1

Client:	<u>Chicago Public Schools</u>	Date:	<u>4/15/08</u>
Project Name:	<u>Langston Hughes/Davis Developmental Elementary School</u>	Project Number:	<u>CPS-22</u>
Consultant:	<u>SMNG-A</u>	PS Number:	<u>PS-1041</u>
Requestor:	<u>Keith Schedel</u>		

AS A RESULT OF THIS AMENDMENT:

The Consultant's Fee will be	<input checked="" type="checkbox"/> Increased by: <input type="checkbox"/> Decreased by:	\$	<u>87,360.00</u>
	Original Consultant's Fee:	\$	<u>1,586,000.00</u>
	Previously Approved Amendments:	\$	<u>0.00</u>
	Current Consultant's Fee:	\$	<u>1,586,000.00</u>
	Proposed Revised Consultant's Fee:	\$	<u>1,673,360.00</u>

Funding Source for Proposed Amendment: 4.04 AOR Additional Services

DESCRIPTION OF AMENDMENT:

Provides for AOR observation during construction to attend weekly progress meetings on-site, prepare field reports (1 per site visit), monitor progress and quality of construction completed, and verify the work is being performed in accordance with the Contract documents. Allotted time is an average of 12 hours per week and assumes a construction phase period of 453 calendar days (65 calendar weeks). Reference the attached SMNG-A cost proposal dated 4/15/08.

REASON FOR AMENDMENT: (Attach any pertinent contract references.)

Provides for AOR on-site observation during construction.

Keith Schedel 4/17/08
Approved - Project Manager

[Signature] 4/17/08
Approved - Design Manager

[Signature] 4/25/08
Approved - PBC Director of Planning and Design

[Signature]
Approved - Client agency (If Required)

Attachment: (As required)

SMNG-A

Schroeder Murchie Niemiec Gazda-Auskalnis
Architects, Ltd.

Kenneth Schroeder, FAIA
Jack Murchie, AIA
Todd Niemiec
Marta Gazda-Auskalnis, AIA, LEED AP
Molly Kinsella, Associate

April 15, 2008

Keith Schedel
Public Building Commission/ Program Management Office
Parsons Corporation
10 South Riverside Plaza, Suite 400
Chicago, IL 60606

**Subject: Proposal for Additional Services to Provide Site Visits for Evaluations of the Work
Langston Hughes/ Davis Developmental Elementary School
Chicago, Illinois**

Dear Mr. Schedel:

Schroeder Murchie Niemiec Gazda-Auskalnis Architects (SMNG-A) has been asked by the PBC to provide site visits for evaluations of the work during the construction phase of the Langston Hughes/ Davis Developmental Replacement Elementary School project. SMNG-A is pleased to present this proposal for these services.

Scope of Work

Visit the site during construction phase of the work (1) to attend weekly progress meetings, (2) to become generally familiar with the progress and quality of the portions of work completed, (3) endeavor to guard the PBC against defects and deficiencies in the work, (4) to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents, and (5) to prepare one field report for each site visit. The scope of work described here assumes a construction phase period of 453 calendar days (65 calendar weeks).

Schedule

The work of this request for additional services assumes an average of 12 hours per week will be required for the scope of work. This limit in hours is as directed by the PBC.

Compensation

We propose to furnish the services listed above for a stipulated sum of \$87,360.

Please call if you have any questions regarding this proposal.

Sincerely,



Jack Murchie

**Additional Services to Provide Site Visits for Evaluations of the Work
Langston Hughes/ Davis Developmental Elementary School**

Discipline	Tasks/Hours	Total
Architectural	Architect, and other disciplines as required, shall visit project site, attend weekly progress meetings, and prepare field reports (1 per site visit) for an average of 12 hours per week during the construction phase for the Project duration (assumed to be 65 weeks)	
Architect	780 Hours @ 112. per hour	\$87,360.00
Total for Architectural Additional Services		\$87,360.00
Total for A/E Additional Services		\$87,360.00

LANGSTON HUGHES & SKINNER AOR CONTRACT
BETWEEN PBC AND SMNC-A

VI. CONSTRUCTION PHASE SERVICES

During the Construction phase, the Architect shall provide the following Services:

- A. Attend and participate in regularly scheduled monthly "pencil draw" meetings for approval of contractor pay requests.
- B. If necessary during construction, interpret the meaning and intent of the Contract Documents, and with the Authorized Commission Representative's concurrence, transmit such information to the contractor. If requested by the Authorized Commission Representative, make recommendations on any claims between the Commission and any contractor with whom the Commission has a contract relating to the Project and any other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.
- C. Unless the Commission specifies in writing a shorter or longer time period, within 10 business days following receipt the Architect must comment upon and submit to the Commission for concurring approval requests for approval of subcontractors, delivery schedules, material lists, shop drawings, samples, and the like. However, the parties acknowledge that the Architect's internal costs and efficiencies during the construction phase are dependent on the Contractor's submittals and inquiries conforming to pre-approved schedules and deadlines. Any time limits for the Architect's review of shop drawings or other submittals is conditioned upon the Contractor's preparing and obtaining the Architect's approval of a master schedule of submittals and subsequently transmitting the submittals to the Architect in accordance with this schedule. Additionally, if after commencement of construction, the Commission requests Architect to review and analyze a requested product or material substitution, the Architect shall undertake such review only as an Additional Service and after obtaining the Commission's approval to do so.
- D. Provide and distribute Construction Documents and explanatory sketches required during construction. Review and approve samples, shop drawings, product data, as-built drawings, product substitutions and other submissions for compliance with the design concept of the Project and fulfillment of the contractor's obligations as set forth in the Contract Documents.
- E. Implement the Commission's specifications and procedures for processing scope changes, including applications for extensions of time. Receive and review all proposals, revisions in drawings and change orders requested by the contractor, Commission, User Agency, or as required by field other unforeseen conditions and make recommendations regarding practicality, costs, unit prices, time and material changes, effect on completion schedule and risk to the project.
- F. Submit recommendations to the Authorized Commission Representative for approval before instituting any changes to the requirements of the Contract Documents. Process and prepare all bulletins, proposals, revisions in drawings and change orders approved by the Commission. Monitor all scope changes during construction to ensure compliance with approved revisions.
- G. Issue clarifications for proper execution of the work required by the Contract Documents; provided, however, the Architect shall not have control or charge of and will not be responsible for construction means and methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work or for the act or omissions of the contractor, subcontractors or any other persons performing any of the work in accordance with the Contract Documents. Notwithstanding any contrary or potentially ambiguous description of the Architect's Services, it is intended that the Architect shall have no responsibility for jobsite safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Commission against any deviations or defects in the completed construction Work, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures.
- H. Review the work to establish preliminary acceptance of the Project.