



Richard J. Daley Center  
50 W. Washington Street  
Room 200  
Chicago, Illinois 60602  
(312) 744-3090  
Fax: (312) 744-8005  
www.pbcchicago.com

Chairman  
RICHARD M. DALEY  
Mayor  
City of Chicago

Executive Director  
ERIN LAVIN CABONARGI

September 03, 2009

George Halik  
Booth Hansen, Ltd.  
333 South Des Plaines Street  
Chicago, IL 60661

Re: Amendment No. Two  
Professional Service Agreements PS 1102, Design Architect and  
Architect of Record for Valley Forge Park Fieldhouse

Dear Mr. Halik:

You are hereby notified that on July 14, 2009 the Board of Commissioners approved Amendment No. 2 for PS 1102.

Enclosed, is the above-mentioned executed Amendment for your files.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah Burton". The signature is fluid and cursive, with a large loop at the end.

Deborah Burton  
Director of Procurement

DB/dz

AM-PBC-DUB-PS1102A02-20090903

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Source 02:	
Procedure 03:	04-02-03
Responsible 04:	
Project 05:	
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**PUBLIC BUILDING COMMISSION OF CHICAGO  
SECOND AMENDMENT  
CONTRACT NUMBER PS 1102  
Project 11050**

**THIS SECOND AMENDMENT AGREEMENT** is made and entered into as of the 14<sup>th</sup> day of July, 2009, 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 **BOOTH HANSEN LTD.** ("Architect") dated May 8, 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 8th day of May, 2007, wherein the Architect is to provide Architect of Record Services for Valley Forge Park and Fieldhouse; 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 D Compensation of the Architect**

**Section I Architect's Fee** is revised to include as follows:

C.1. An equitable adjustment of (\$99,500.00) is made to the original Valley Forge Fieldhouse Scope of Work as follows:

- a. (\$29,021.00) Reduced Scope of Work (Site Preparation Phase Bidding, Construction and Close-Out / Building Phase Close-Out);

AM-PBC ETC PS-1102 AM2-20090721

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- b. (\$70,479.00) transfer to Taylor Lauridsen Field House and Jesse Owens Field House to cover Construction Administration Scope.

The Fixed Fee is decreased to a total of \$866,116.00.

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. 2.

PUBLIC BUILDING COMMISSION  
OF CHICAGO

BY: Richard M. Daley Date: \_\_\_\_\_  
Richard M. Daley  
Chairman

ATTEST:

BY: Edgwick C. Johnson Date: 9-3-09  
Edgwick C. Johnson  
Secretary

ARCHITECT

BOOTH HANSEN, LTD.  
By: George R. Halik Date: July 31, 2009  
George R. Halik  
Principal

Subscribed and sworn to me this  
31<sup>st</sup> day of July 2009.  
Karen R. Pacocha  
Notary Public

My Commission expires: 11/21/2012

(Seal of Notary) "OFFICIAL SEAL"  
KAREN R. PACOCHA  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/21/2012

Approved as to form and legality  
Anne L. Fred  
Neal & Leroy, LLC for Neal & Leroy, LLC



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**MEMORANDUM**

**TO: MAYOR RICHARD M. DALEY**

**FROM: Erin Lavin Cabonargi** *ELC*

**DATE: August 11, 2009**

**RE: Amendment Two made part of Professional Service Agreement PS1102, Booth Hansen Ltd. to provide Design Architect/ Architect of Record for Valley Forge Park Fieldhouse**

This Amendment represents an equitable adjustment of (\$99,500.00) of the original Valley Forge Fieldhouse Scope of Work as follows:

- \$29,021.00 Reduced Scope of Work (Site Preparation Phase Bidding, Construction and Close-Out/Building Phase Close-Out).
- \$70,479.00 transfer to Taylor Lauridsen Fieldhouse and Jesse Owens Fieldhouse to cover Construction Administration Scope. This appointment was approved at the July 14, 2009 Board of Commissioners meeting.

CC: Pat Harney

**RECEIVED**  
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 PUBLIC BUILDING  
 COMMISSION

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## MEMORANDUM

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**FROM:** Erin Lavin Cabonargi *ELC*

**DATE:** August 11, 2009

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- \$70,479.00 transfer to Taylor Lauridsen Fieldhouse and Jesse Owens Fieldhouse to cover Construction Administration Scope. This appointment was approved at the July 14, 2009 Board of Commissioners meeting.

CC: Pat Harney

*Sent to Mayor  
for signature 8-12-09*



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BOARD OF COMMISSIONERS

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City of Chicago

Treasurer  
BISHOP ARTHUR BRAZIER  
Pastor  
Apostolic Church of God

ADELA CEPEDA  
President  
A.C. Advisory, Inc.

GERY J. CHICO  
President  
Chicago Park District

DR. ROBERT B. DONALDSON II  
Forest Preserve District of Cook County

BENJAMIN REYES  
President  
DSR Group, Inc.

CYNTHIA M. SANTOS  
Commissioner  
Metropolitan Water  
Reclamation District

SAMUEL WM. SAX  
Chairman  
Financial Relations, Inc.

MICHAEL W. SCOTT  
President  
Chicago Board of Education

TODD H. STROGER  
President  
Board of Commissioners  
of Cook County

GERALD M. SULLIVAN  
City of Chicago

Executive Director  
ERIN LAVIN CABONARGI

Assistant Treasurer  
JOHN E. WILSON  
John E. Wilson, Ltd.  
Certified Public Accountants

Secretary  
EDGRICK C. JOHNSON

Assistant Secretary  
PATRICK J. HARNEY

July 22, 2009

George Halik  
Booth Hansen, Ltd.  
333 South Des Plaines Street  
Chicago, IL 60661



**Re: Amendment No. 2**  
**Professional Service Agreement PS 1102**  
**Design Architect and Architect of Record Services for Valley Forge**  
**Park Fieldhouse**

Dear Mr. Halik:

Enclosed is Amendment No. 2 to the above referenced agreement. Please return all copies of the signed and notarized amendment to my attention within ten (5) 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



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BOARD OF COMMISSIONERS

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EDGRICK C. JOHNSON

Assistant Secretary  
PATRICK J. HARNEY

July 22, 2009

George Halik  
Booth Hansen, Ltd.  
333 South Des Plaines Street  
Chicago, IL 60661

Re: **Amendment No. 2**  
**Professional Service Agreement PS 1102**  
**Design Architect and Architect of Record Services for Valley Forge**  
**Park Fieldhouse**

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Sincerely,

Deborah Burton  
Director of Procurement

DB/dz

b. (\$70,479.00) transfer to Taylor Lauridsen Field House and Jesse Owens Field House to cover Construction Administration Scope.

The Fixed Fee is decreased to a total of \$866,116.00.

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. 2.

**PUBLIC BUILDING COMMISSION  
OF CHICAGO**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Richard M. Daley  
Chairman

ATTEST:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Edgrick C. Johnson  
Secretary

**ARCHITECT**

**BOOTH HANSEN, LTD.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
George R. Halik  
Principal

Subscribed and sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**(Seal of Notary)**

Approved as to form and legality

*Anne L. Freed*  
\_\_\_\_\_  
Neal & Leroy, LLC for Neal Leroy, LLC

Page 3 of 3

**Public Building Commission of Chicago  
Proposed Amendment Report to the Administrative and Operations Committee -  
July 2, 2009**

Amendment	Project	Consultant	Reason for the Proposed Amendment	Current Cost of Construction (including approved change orders)	Amount of the Proposed Amendment	Consultant's Fee including the Proposed Amendment Fee	Consultant's Fee including the Proposed Amendment Fee as a % of the Current Cost of Construction
4	Taylor Lauridsen Field House	Booth Hansen (PS 1100 - A4) AOR	This amendment represents an equitable adjustment of \$35,240.00 from the original Valley Forge Fieldhouse Scope of Work through a transfer of fee covering Construction Administration Scope from Valley Forge Fieldhouse to Taylor Lauridsen Field House.	\$7,105,754.00	\$35,240.00	\$491,176.00	6.9%
5	Jesse Owens Field House	Booth Hansen (PS 1101 - A2) AOR	This amendment represents an equitable adjustment of \$35,240.00 from the original Valley Forge Field House Scope of Work through a transfer of fee covering Construction Administration Scope from Valley Forge Fieldhouse to Jesse Owens Field House.	\$6,955,857.00	\$35,240.00	\$443,626.00	6.4%
6	Valley Forge Field House	Booth Hansen (PS 1102 - A3) AOR	This amendment represents an equitable adjustment of (\$99,500.00) of the original Valley Forge Fieldhouse Scope of Work as follows: - \$29,021.00 Reduced Scope of Work (Site Preparation Phase Bidding, Construction and Close-Out / Building Phase Close-Out); - \$70,479.00 transfer to Taylor Lauridsen Field House and Jesse Owens Field House to cover CA Scope.	N/A	(\$99,500.00)	\$866,116.00	N/A
7	Belmont Cragin Area Elementary School	STL Architects (PS 1106 - A3) AOR	This amendment represents additional services in the amount of \$30,410.00 for the Architect of Record to provide additional design services through construction completion for a new baseball field that will replace an existing baseball field immediately to the south of the project site. The new baseball field will be designed to ISHA and NFHS standards.  The services represented in this amendment were not included in the original scope of the Professional Services Agreement.	\$27,407,682.65	\$30,410.00	\$2,038,900.00	7.4%

**Public Building Commission of Chicago  
Proposed Amendment Report to the Administrative and Operations Committee -  
July 2, 2009**

Amendment	Project	Consultant	Reason for the Proposed Amendment	Current Cost of Construction (including approved change orders)	Amount of the Proposed Amendment	Consultant's Fee including the Proposed Amendment Fee	Consultant's Fee including the Proposed Amendment Fee as a % of the Current Cost of Construction
8	Bouchet Elementary School	Bauer Latoza Studio (PS 1406 - A1) Building Assessment	<p>This amendment represents additional services in the amount of \$10,825.00 for the Architect to complete the following tasks for the project:</p> <ul style="list-style-type: none"> <li>- Attend two additional coordination meetings between PBC/CPS/Bauer Latoza Studio;</li> <li>- Re-evaluate the completed cost estimate and re-group findings into multiple possible scenarios;</li> <li>- Re-evaluate the mechanical systems at the request of CPS as they relate to their recently-submitted revised Design Guidelines;</li> <li>- Evaluation of new mechanical system options based on CPS direction;</li> <li>- Provide written recommendations based on the additional evaluation.</li> </ul> <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	N/A	\$10,825.00	\$47,125.00	N/A

**Public Building Commission of Chicago  
Proposed Amendment Report to the Administrative and Operations Committee -  
July 2, 2009**

Amendment	Project	Consultant	Reason for the Proposed Amendment	Current Cost of Construction (including approved change orders)	Amount of the Proposed Amendment	Consultant's Fee including the Proposed Amendment Fee	Consultant's Fee including the Proposed Amendment Fee as a % of the Current Cost of Construction
1	Nonwood Park Senior Satellite Center	Hanno Weber & Associates (PS 900 - A3) AOR	This amendment represents additional services in the amount of \$12,500.00 for the Architect of Record to provide professional surveying, design development, permit and construction documents, and field observation services related to upgrading the landscaping located in the right-of-way along the perimeter of Nonwood Park.  The services represented in this amendment were not included in the original scope of the Professional Services Agreement.	\$2,310,254.28	\$12,500.00	\$213,700.00	9.3%
2	South Water Purification Plant Chlorine Improvements	Greeley and Hansen (PS 962 - A2) Engineering Services	This amendment represents an extended term until February 28, 2010 for the consultant to continue to provide Engineering Services throughout the duration of the project. This term agreement does not require an increase in the value of the current agreement.	\$48,268,932.00	\$0.00	\$3,476,497.00	7.2%
3	23rd District Police Station	Wight (PS 1039 - A1) AOR	This amendment represents additional services in the amount of \$93,840.00 for the Architect of Record to provide the following: - Design modifications for the demolition and reconstruction of the western portion of the existing CAPS facility garage and relocation of the existing electrical service and emergency generator in the space; - Design modifications to the garage reduced the north-south dimension by 2'-6" to provide additional setback along Addison Street, rooftop planting was reconfigured, screening added to the east elevation, provision for public art added to the south elevation, and removal of integral planters previously shown mounted at the upper floor openings; - Provide details and structural calculations for the sheeting scope for inclusion as an addendum to the bid documents; - The cladding on the public stair and elevator core was changed; - Additional cost estimates for items 1 and 2 above and earthwork scope for station and parking parcels.  The services represented in this amendment were not included in the original scope of the Professional Services Agreement.	\$30,777,825.64	\$93,840.00	\$1,262,194.00	4.1%



Project Name: Valley Forge Fieldhouse

Date: 12/22/2008

Architect of Record: Booth Hansen, LTD.

Contact Name: George Hallik, Principal

Phone: 312.xxx.xxxx

**Basic Services Fee - Building Construction and Site Development SOW**

Project Delivery Method:	Service Category	Service Provider	M/WBE Affiliation	Percentage of Project Team	Proposed Total Fee	Fee Breakdown by Project Phase									
						Conceptual Design 5%	Schematic Design 15%	Design Development 20%	Construction Documents 30%	Bidding 5%	Contract Administration 20%	Project Close-Out 5%			
Lump Sum Bid	Architecture / Interiors	Booth Hansen	MBE (A)	58.8%	\$ 275,000.00	\$ 13,750.00	\$ 41,250.00	\$ 55,000.00	\$ 82,500.00	\$ 13,750.00	\$ 55,000.00	\$ 13,750.00			
	Cost Consulting	CCS	MBE (A)	5.8%	\$ 27,000.00	\$ 1,350.00	\$ 4,050.00	\$ 5,400.00	\$ 8,100.00	\$ 1,350.00	\$ 5,400.00	\$ 1,350.00			
	LEED Consulting	Booth Hansen		6.4%	\$ 30,000.00	\$ 1,500.00	\$ 4,500.00	\$ 6,000.00	\$ 9,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00			
	Civil Engineering			0.0%											
	Landscape Architecture	Site Design	MBE (A)	10.9%	\$ 50,760.00	\$ 2,538.00	\$ 7,614.00	\$ 10,152.00	\$ 15,228.00	\$ 2,538.00	\$ 10,152.00	\$ 2,538.00			
	Structural Engineering	Matrix Engineering	MBE (AA)	7.5%	\$ 35,000.00	\$ 1,750.00	\$ 5,250.00	\$ 7,000.00	\$ 10,500.00	\$ 1,750.00	\$ 7,000.00	\$ 1,750.00			
	MEP Engineering	BSE Engineers	MBE (A)	10.7%	\$ 50,000.00	\$ 2,500.00	\$ 7,500.00	\$ 10,000.00	\$ 15,000.00	\$ 2,500.00	\$ 10,000.00	\$ 2,500.00			
	Electrical Engineering			0.0%											
	Plumbing & Fire Protection Engineering			0.0%											
				0.0%											
				0.0%											
				0.0%											
					<b>Proposed Total Fee for Basic Services associated with the Building Construction SOW</b>	\$ 467,760.00	\$ 23,388.00	\$ 70,164.00	\$ 93,552.00	\$ 140,328.00	\$ 23,388.00	\$ 93,552.00	\$ 23,388.00		

Building Construction and Site Development SOW Comments:

- 1. See cover letter and attachments dated 12/22/08.

Project Delivery Method:	Service Category	Service Provider	M/WBE Affiliation	Percentage of Project Team	Proposed Total Fee	Fee Breakdown by Project Phase						
JOC	Architecture	Booth Hansen		60.2%	\$ 40,000.00	Scope Development 35%		Construction Documents 40%		Bidding Assignment 5%	Contract Administration 15%	Project Close-Out 5%
	Cost Consulting	CCS	MBE (A)	4.5%	\$ 3,000.00	\$ 14,000.00	\$ 1,050.00	\$ 1,200.00	\$ 1,500.00	\$ 450.00	\$ 1,500.00	\$ 2,000.00
	LEED Consulting	Booth Hansen		7.5%	\$ 5,000.00	\$ 1,750.00	\$ 1,750.00	\$ 2,000.00	\$ 250.00	\$ 750.00	\$ 250.00	\$ 250.00
	Civil Engineering	Terra Engineers	WBE	27.8%	\$ 18,500.00	\$ 6,475.00	\$ -	\$ 7,400.00	\$ 925.00	\$ 2,775.00	\$ 925.00	\$ 925.00
	Structural Engineering			0.0%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				0.0%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				0.0%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				0.0%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
					<b>Proposed Total Fee for Basic Services associated with the Site Preparation SOW</b>	\$ 66,500.00	\$ 23,275.00	\$ 26,600.00	\$ 3,325.00	\$ 9,975.00	\$ 3,325.00	\$ 3,325.00
					<b>Proposed Total Fee for Basic Services</b>	\$ 534,260.00						

Site Preparation SOW Comments:

- 1. See cover letter and attachments dated 12/22/08.

**Project Name:** Valley Forge Fieldhouse  
**Date:** 12/22/2008

**Architect of Record:**

**Booth Hansen, LTD.**  
 Contact Name: George Halk, Principal

Phone: 312.xxx.xxxx

<b>AOR Reimbursable Consultant Allowances</b>			<b>Comments</b>
Survey	\$ -		If Required
Geotechnical Testing/Reporting	\$ -		If Required
Food Service Consulting	\$ -		If Required
Audio/Visual Consulting	\$ -		If Required
Nalatorium Consulting	\$ -		If Required
Theatrical Consulting	\$ -		If Required
Acoustical Consulting	\$ 14,000.00		Threshold
Lighting Consulting	\$ 26,000.00		Arne Kistner
Information Technology Consulting	\$ -		If Required
Traffic Consulting	\$ -		If Required
Hardware Consulting	\$ 3,750.00		Opening Solutions
Roofing Consulting	\$ 2,100.00		REQUIRED
Other Specialty Consulting	\$ 18,840.00		Frontier Security
Other Specialty Consulting	\$ -		If Required
Other Specialty Consulting	\$ -		If Required
<b>Reimbursable Consultant Allowance</b>	<b>\$ 64,690.00</b>		

<b>Reimbursable Expenses</b>			<b>Comments</b>
Not including additional insurance	\$ 36,000.00		As Noted
Additional Insurance (assume 3 years)	\$ 37,200.00		As Noted
	\$ -		As Noted
	\$ -		As Noted
	\$ -		As Noted
<b>Reimbursable Expenses Allowance</b>	<b>\$ 72,200.00</b>		

<b>Allowances / Special Considerations</b>			<b>Comments</b>
Allowance	\$ -		As Noted
Allowance	\$ -		As Noted
Allowance	\$ -		As Noted
Allowance	\$ -		As Noted
Allowance	\$ -		As Noted
<b>Total Allowances/Special Considerations</b>	<b>\$ -</b>		
<b>Proposed Total Fee for Reimbursables and Special Considerations</b>	<b>\$ 136,890.00</b>		
<b>TOTAL PROPOSED FEE</b>	<b>\$ 671,150.00</b>		

- Notes:**
1. Unless noted otherwise, the Public Building Commission will procure the following consultants: Commissioning Agent / Authority, Environmental Testing / Consulting
  2. Unless noted otherwise, the Site Preparation Scope of Work includes, but is not limited to, Site Remediation, Geotechnical Site Preparation, and Site Utility Work to 5' or from the building footprint
  3. Unless noted otherwise, the Building Construction Scope of Work includes, but is not limited to, Building Construction, FF&E, and Site Utility connection
  4. Refer to Schedule D of the contract language for terms regarding Architect Compensation, including allowed reimbursable expenses.
  5. Please note the project delivery method, as different delivery methods require different levels of document preparation.

**Signature of the Architect of Record**

**Date**

**Public Building Commission of Chicago**  
**Proposed Amendment Report to the Administrative and Operations Committee -**  
**January 8, 2009**

Amendment	Project	Consultant	Reason for the Proposed Amendment	Current Cost of Construction (including approved change orders)	Amount of the Proposed Amendment	Consultant's Fee Including the Proposed Amendment Fee	Consultant's Fee including the Proposed Amendment Fee as a % of the Current Cost of Construction
	3 Engine Company 70	Bauer Latoza Studio (PS 814 -A7) AOR	<p>This amendment will compensate the AOR for the following additional services in a lump sum amount of \$140,935.00 for furnishing surveys, extended contractor oversight and contract administration services (contract term extended from December 31, 2007 through Substantial Completion, July 31, 2008 and until project close-out) and numerous modifications, additions and adjustments to the design, including:</p> <ol style="list-style-type: none"> <li>1) Relocation of Gas Meter (Bulletin 3);</li> <li>2) Redesign of Training Area to change pavement from asphalt to concrete (Bulletin 7);</li> <li>3) Relocation of training area driveways (Bulletin 27);</li> <li>4) Relocation of truck fills (Bulletin 29);</li> <li>5) Revision of fire alarm system (Bulletin 32);</li> <li>6) Revised kitchen design (Bulletins 39 and 40);</li> <li>7) Deletion of Power Washer (Bulletin 41);</li> <li>8) Deletion of Charging Station (Bulletin 45);</li> <li>9) Lighting Design Revisions (Bulletin 46);</li> <li>10) Relocation of hydrants onto the training area concrete and Relocation of driveway and revision of median design.</li> </ol> <p>The services represented in this Amendment were not included in the original scope of the Professional Services Agreement.</p>	\$10,020,605.94	\$140,935.00	\$472,056.00	4.7%
4	Valley Forge Park and Fieldhouse	Booth Hansen, Ltd. (PS 1102 - A1) AOR	<p>This amendment represents additional services in the total amount of \$633,950.00 for the AOR to provide the following scope of work:</p> <ol style="list-style-type: none"> <li>1. Re-design of the Fieldhouse, as required by the Chicago Park District, to reduce the building construction cost by incorporating the following: New Building Program, New Design for Building Enclosure, Additional Scope of Site Development including playground;</li> <li>2. Documents for the Site Preparation Scope of Work to be performed prior to the General Construction Scope of Work</li> </ol> <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	N/A	\$633,950.00	\$965,611.00	N/A

**Public Building Commission of Chicago  
Proposed Amendment Report to the Administrative and Operations Committee -  
January 8, 2009**

Amendment	Project	Consultant	Reason for the Proposed Amendment	Current Cost of Construction (including approved change orders)	Amount of the Proposed Amendment	Consultant's Fee including the Proposed Amendment Fee	Consultant's Fee including the Proposed Amendment Fee as a % of the Current Cost of Construction
1	Taylor Lauridsen Fieldhouse	Booth Hansen, Ltd. (PS 1100 - Aza and Azb) AOR	<p>This amendment represents additional services in the total amount of \$47,550.00 for the AOR to provide the following scope of work:</p> <ol style="list-style-type: none"> <li>1. The development of demolition drawings and specifications for the existing field house, surrounding hard surface areas (adjacent playground with equipment, play-lot and paved courts), disconnect and removal of existing underground utilities, selected equipment/building salvage, termination of permanent power and relocation to temporary power panel, and two site visits for observation during the demolition construction - \$13,500.00;</li> <li>2. Design of the playground including: schematic design through 100% construction documents, civil engineering, landscape design, playground equipment plans, specifications, bidding, award, permit review and construction administration - \$34,050.00.</li> </ol> <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$6,941,000.00	\$47,550.00	\$455,936.00	6.6%
2	Tarkington Elementary School	Warman Olsen Warman, Ltd. (PS 671 - A3) AOR	<p>This amendment will compensate the AOR for the following additional services in a lump sum amount of \$54,737.26 for:</p> <ol style="list-style-type: none"> <li>1) Additional contract administration services (contract term extended from March 31, 2006 until April 30, 2007) required to review status of Commissioning by Commonwealth Edison and to assist in the development and completion of supplemental "punchlist" requirements of the User Agency and;</li> <li>2) Additional design services required by layout changes to the Chicago Park District Offices.</li> </ol> <p>The amount allocated in the Agreement for Reimbursable Expenses is also increased by \$33,298.00 for additional required Construction Materials Testing and Inspection Services.</p> <p>The services represented in this Amendment were not included in the original scope of the Professional Services Agreement.</p>	\$23,151,029.71	\$54,737.26	\$707,532.26	3.1%

**Deborah Burton - Valley Forge - MBE/WBE**

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**From:** George Halik <GHalik@boothhansen.com>  
**To:** Deborah Burton <Deborah.Burton@cityofchicago.org>  
**Date:** 1/28/2009 9:13 AM  
**Subject:** Valley Forge - MBE/WBE  
**CC:** Carl Graves <Carl.Graves@cityofchicago.org>

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Deb,  
I had a some questions regarding the MBE/WBE Schedule D summary for Valley Forge. I have Schedule C from the Consultants and am ready to submit.

If I have one Schedule D for both the Building Construction Fee and the Site Preparation Fee. And, if I DO NOT assume the Reimbursable Consultants, then we have 31% MBE participation and 3.5% WBE Participation .

If I DO assume the Reimbursable Consultants (and add their fees to the total) I have 27.7% MBE and 7.4% WBE participation

I can also assume Reimbursable Printing is performed by a WBE firm which will add MBE or WBE to either of the Scenarios.

If I have a SEPARATE Schedule D for Building Construction and Site Preparation (not including Reimbursable Consultants) per the submitted Fee Schedule, I have the following:

Building Construction MBE 35% WBE 0%  
Site Preparation MBE 4.5% WBE 27%

Please, let me know which scenario I should use.  
Thank you.

gh

\$598,950

**George Halik, AIA**  
Principal

**BOOTH HANSEN**  
Architecture | Interiors | Planning  
333 South Des Plaines  
Chicago, Illinois 60661  
312.869.5000  
312.869.5099 F

MBE - \$165,760 (31%)  
WBE - \$18,500 (3.4%)

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT D  
ELECTRONIC FILE TRANSFER AGREEMENT

ARCHITECT OF RECORD SERVICES  
VALLEY FORGE FIELDHOUSE AND PARK  
AGREEMENT NO. PS1467

ELECTRONIC FILE TRANSFER AGREEMENT

Between the Architect and the Owner

Owner: Public Building Commission of Chicago (PBC)

RE: ELECTRONIC MEDIA

PROJECT NAME AND NO.: [PROJECT NAME] / [PROJECT #]

DESCRIPTION OF DATA: This Agreement shall apply to all Electronic Drawings which are listed and otherwise identified in an attached cover letter(s) to the PBC

TERMS OF AGREEMENT:

1. The PBC acknowledges that it has requested Architect to provide certain designs as electronic drawing file data in disk format and that the information contained on these disks is provided for its sole use and convenience. The PBC, at its own discretion, may choose to reassign this data to a third party, to whom all terms of this agreement shall also apply, by obtaining the third party's signature on the line below and sending a signed copy to Architect.
2. The undersigned further acknowledges that the true record of the design is the most recent printed copy of the design by Architect, and that errors and other changes may subsequently be introduced to the electronic format without the fault or knowledge of, and beyond the control of Architect.
3. Accordingly the PBC agrees to indemnify Architect from all costs and expenses including reasonable attorney's fees, pertaining to any claims which may arise out of any modification to the design contained on the electronic drawing file data as compared to the last sealed hard copy printed by Architect.
4. This Data is an instrument of professional service prepared by Architect. Unless otherwise provided for in the Agreement, the reuse of this data, including designs and information included therein shall be at the sole risk of the user.

Architect:

  
Architect Authorized Signature [date]

Acknowledged and Accepted for:

\_\_\_\_\_  
Signature of PBC Executive Director [date]

Acknowledged and Accepted by Third Party:

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Signature of Third Party [date]

# BOOTH HANSEN

January 2, 2008

John Albright  
Public Building Commission  
Richard J. Daley Center – Room 200  
Chicago, IL

Subject: **Original Fieldhouse Contract "Equitable Adjustment"**

Dear John,

I wanted to follow up, in writing, my revised proposal for "equitable adjustment" to our original contracts for Taylor/Lauridsen, Jesse Owens and Valley Forge Fieldhouses that I verbally proposed to Kevin Holt at our last meeting on this subject. Please note that this is separate from the recently submitted proposal for a second, smaller Valley Forge Fieldhouse which is for an entirely new scope of work and unrelated to this discussion.

#### **Original Contract Scope**

Per my previous letters and discussion, Booth Hansen was originally contracted to provide services for *one* prototype Fieldhouse on *three* separate sites. The intent was that these fieldhouses be designed, bid and constructed simultaneously. Submittal review and RFI response was to be, and is now, one process with the same shops and RFI's for all buildings. Field Observation, which is specific for each Site, was not included in the base contract. The overall fee was divided into three separate contracts only to reflect separate funding sources.

#### **Proposed Contract Adjustment**

Per the above, when the original Valley Forge fieldhouse was not Bid or Constructed, the scope of these services *did not change* for the Valley Forge BUILDING. However, we acknowledge that Closeout services for the Valley Forge BUILDING and Bidding, Construction and Closeout for the Valley Forge SITE *will not be performed*.

We propose that the Valley Forge Contract be reduced as shown below and a portion of the Valley Forge services representing Bidding and Construction services for the BUILDING ONLY be redistributed evenly between the Taylor and Jesse contracts.



Per our contract for the original Valley Forge:

<b>Building Bidding</b>	<b>\$14,096</b>
<b>Building Construction</b>	<b>\$56,383</b>
<b>Total</b>	<b>\$70,479</b>

<b>Building Closeout</b>	<b>\$14,096</b>
<b>Site Bidding</b>	<b>\$2,487.50</b>
<b>Site Construction</b>	<b>\$9,950.00</b>
<b>Site Closeout</b>	<b>\$2,487.50</b>
<b>Total</b>	<b>\$29,021</b>

<b>Total</b>	<b>\$99,500</b>
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<b>Proposed Action:</b>	<b>Reduce Valley Forge Contract by</b>	<b>\$99,500</b>	
	<b>Add to Taylor Lauridsen Contract</b>		<b>\$35,239.50</b>
	<b>Add to Jesse Owens Contract</b>		<b>\$35,239.50</b>
	<b>Total Deduct from Valley Forge</b>	<b>\$99,500</b>	
	<b>Total Add to Jesse and Taylor</b>		<b>\$70,479</b>
	<b>Fee Reduction due to reduced services</b>	<b>\$29,021</b>	

Booth Hansen feels that this proposal is reasonable. Please let me know if you have any questions.

Sincerely,

BOOTH HANSEN



George Halik  
Principal

CC: Kevin Hall