

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS 1239**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 17th day of December, 2009, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Boone Clinton Elementary School ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **MULLER & MULLER ARCHITECTS** ("Consultant") dated March 18, 2008 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 18th day of March, 2008, wherein the Consultant is to provide Architect of Record 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 services required for Boone Clinton Elementary School to perform Architect of Record services. The scope for this service is detailed in Attachment A to this Amendment 1.

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

B.1 The Consultant shall be paid the not to exceed amount of \$148,583.91 for the additional services outlined in Attachment B of this Amendment 1.

The maximum compensation allowable under this Agreement is increased to a total of \$1,917,801.71.

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 full force and effect as modified in this Amendment.

(Signature Page follows)

ARCHITECT OF RECORD SERVICES
BOONE CLINTON ELEMENTARY SCHOOL - PS1239
PROJECT NO. 05090

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

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Richard M. Daley
Richard M. Daley
Chairman

Date: _____

ATTEST:

BY: Edgwick C. Johnson
Edgwick C. Johnson
Secretary

Date: 6/23/2010

ARCHITECT

MULLER & MULLER ARCHITECTS

By: Cyber
President

Date: 6-9-2010

AFFIX CORPORATE

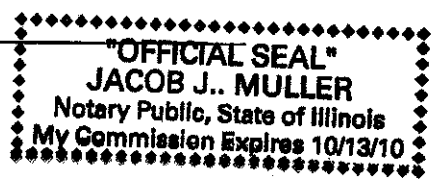
SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Cynthia Muller and _____
on behalf of Consultant this 9 day of June, 2010.

[Signature]
Notary Public
My Commission expires:
(SEAL OF NOTARY)



Approved as to form and legality

Jacinta Epting
Neal & Leroy, LLC

Date: 6/10/10

**ATTACHMENT A
SCOPE OF WORK
ARCHITECT OF RECORD SERVICES
BOONE CLINTON ELEMENTARY SCHOOL – PS1239
PROJECT NO. 05090**

(SCOPE OF WORK PAGE COMPLETED BY CONSULTANT FOLLOWS THIS PAGE)

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November 10, 2009

Public Building Commission of Chicago
50 W. Washington Street
Chicago, Illinois 60602

Attention: Mr. Ariel Vaca
Project Manager

Subject: Proposal for additional services- West Parking Site Revisions for
Boone Clinton Area Elementary School

Dear Ariel:

Per your request Muller+Muller, Ltd. (M+M) is submitting the following fee proposal for additional services for the subject project:

1. Design of the revised site for a South Entrance and Parking lot in the amount of \$6,994.52. M+M and our consultants tracked our time separately (time card basis) as documented in previously submitted September 22, 2009 invoice.
2. Schematic design and design development drawings and presentation material for the various West Entrance (Kedzie) designs and associated site work in the amount of \$15,359.41. M+M and our consultants tracked our time separately (time card basis) through October 26, 2009 as requested by PBC.
3. Contract documents associated with Bulletin No. 5 through October 30, 2009 for the relocation of the trash enclosure and transformer in the amount of \$7,163.18. M+M and our consultants tracked our time separately (time card basis) through October 26, 2009 as requested by PBC.
4. Contract documents, permitting, and construction administration limited to shop drawing review for the design revisions as outlined on the attached 'West Parking Revision' option 8 exhibit, dated October 21, 2009 and 'Proposed Fee Schedule' and 'Working Fee Proposal, dated November 10, 2009 in the amount of \$119,066.80. We understand that this work will not begin until written approval is received by PBC and upon receipt work will be completed as a 'time card not-to-exceed fee basis' per Schedule D of our contract. The scope for this work is outlined below.

We understand the scope for the 'West Parking Site Revisions' revised scope generally consists of providing an extra entrance from Kedzie Avenue on the west and associated site work per the attached 'West Parking Lot' exhibit, dated October 6, 2009. The revisions most notably includes a 30' wide drive from North Kedzie Ave deferring all traffic, aside from emergency vehicles, from North Whipple Street. Furthermore, the parking capacity will be doubled from 30 to 60 spaces. The 30' wide driveway from Kedzie Avenue will require a number of items to be removed, relocated, and/or constructed on the People's Gas property. This work includes two rows of barb wire security fencing, several light poles, power pole with rectifier, catch basins, a proposed 6' masonry wall for an actuator, new overhead door, and filling stations to be removed. In order to accommodate the new scheme, the previous transformer and trash enclosure locations have been relocated requiring utility, electrical, and site work coordination.

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The revised scheme has a number of landscape changes on the existing site that are being finalized. These changes include, but are not limited to, new sizing of the bio-retention areas, and a comprehensive revision of all planting effected. We understand that architectural and structural revisions, such as two new entrance canopies, will be required.

We understand the additional services to be limited to the following items and scope outlined on Primera's attached October 23, 2009 letter, Graef's attached November 10, 2009 letter, and Daniel Weinbach's attached November 10, 2009 memo.

1. Preparation of 60%, 90%, and 100% drawings and specifications for architectural, civil, structural, electrical, and landscaping drawings. We understand that these submittals will only be reviewed internally at PBC and will not go through the standard excel spreadsheet review process.
2. Additional survey will be provided by PBC.
3. Involvement in Plan Development process will begin with the 60% drawings.
4. Revised permit drawings and permit approvals. Revisions include site water detention areas and amendments to DOWM permit.
5. Analysis of sustainable site and other effected LEED points already submitted to USGBC at the end of the design phase. Coordination and resubmittal of LEED to USGBC will be required.
6. Construction administration; M+M has reduced our original proposal to eliminate any construction administration per PBC request. Please note that additional services will be required as some of the construction phase services have been expended and we anticipate additional site visits and coordination resulting from the redesign. We are requesting a 'time card not-to-exceed fee basis' in the amount of \$23,866.00 as noted on our attached M+M's 'hourly direct rate schedule & staffing plan'. We are also requesting \$20,000.00 for Graef as outlined in their attached November 10, 2009 letter. We understand that this proposal is for design work only and additional construction administration will be under a separate additional services request.

Attached please find a breakdown of the fee per discipline on the 'proposed fee schedule' and a breakdown of estimated hours on the M+M's 'hourly direct rate schedule & staffing plan'. As requested, this 'time card not-to-exceed fee basis' is combined with the first three tasks noted in this letter for one comprehensive request for additional services.

If you need any additional information or want to further discuss this, please do not hesitate to contact myself or Ed Frankowski at 312 432.4180 Extension 229 or efrankowski@muller2.com

We await further direction from PBC before proceeding any further with this work.

Very truly yours,
Muller+Muller, Ltd.



Terrence Sullivan, AIA, LEED AP
Managing Associate

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**ATTACHMENT B
SCHEDULE OF COST
ARCHITECT OF RECORD SERVICES
BOONE CLINTON ELEMENTARY SCHOOL - PS1239
PROJECT NO. 05090**

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

**ATTACHMENT B
SCHEDULE OF COST**

ADDITIONAL ARCHITECT OF RECORD SERVICES – PS 1239-A1

Basic Services Fee- Building Construction and Site Development Scope of Work.

Service Category	Service Provider	Total Fee
1. South Parking Lot Schemes		\$ 6,994.52
2. Concept Designs for West Entrance		\$ 15,359.41
3. Bullet 5 Work Rough Estimate		\$ 7,163.18
4. Architecture/Interiors	Muller & Muller, Ltd	\$ 50,996.80
LEED Consulting	Muller & Muller, Ltd	\$ 3,420.00
Civil Engineering	Graef, Anhalt, Schloemer	\$ 35,000.00
Landscape Architecture	Daniel Weinbach & Associates	\$ 12,500.00
Structural Engineering	Graef, Anhalt, Schloemer	\$ 3,650.00
MEP/FP Engineering	Primera Engineering	\$ 13,500.00
Total Not To Exceed Amendment 1 Costs		\$ 148,583.91

Building Construction and Site Development SOW Comments:

1. South parking lot schemes is time spent to date per invoice.
2. Concept designs: Muller & Muller spent to date as of 10/26/09: \$9,226.93 + Graef, Anhalt, Schloemer \$6,132.48 = \$15,359.41
3. Bulletin 5 work rough estimate as of 10/26/09: Muller & Muller: \$4,014.70 + Graef, Anhalt, Schloemer \$1,148.48 + Primera: +/- \$2,000.00 = \$7,163.18
4. Contract documents, permitting, and construction administration services, which includes the option for Primera Engineering to provide coordination of the design with the effected lite pollution LEED points and revised material as needed: Muller & Muller: \$54,416.80 + Daniel Weinbach & Associates: \$12,500.00 + Graef, Anhalt, Schloemer: \$38,650.00 + Primera: \$13,500.00 = \$119,066.80.

