

Requisition for Products, Services or Proposals (RPSP)



Public Building Commission of Chicago • Richard J. Daley Center • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005

Date: 08.03.09
Project Name: Brighton Park II ES
Project Location: 2611 West 48th Street
Project Number: 05100

PS/ Bid Number: ~~PS4350~~ PS1305 124
Project Manager/Requestor: David E. Earnhart
Owner Agency: Chicago Public Schools
Date Service or Product Required: _____

Product or Service

- Request greater than \$500.00
- Amendment PS _____
- Sub-Order PS _____

Pre-Qualified Specialty Consultant

- Request For Specialty Consultant:**
- Phase I Environmental (Under \$50,000)
 - Phase II Environmental (Under \$250,000)
 - Environmental Design (Under \$50,000)
 - Surveying (Under \$50,000)
 - Commissioning (Under \$125,000)
 - Materials Testing (Under \$150,000)
 - Directed Source (Attach approved Direct Source Memo)

Solicitation Request

Proposal/Bid Request

- Construction Bid Solicitation _____
Project Name _____
- Professional Services _____
Describe _____
- Product _____
Describe _____

Existing Professional Services

- Amendment PS ~~1000~~ 1305
- Term Agreement PS _____
Task Order No. _____

Existing Contractor Services

- JOC: Job Order
Contract No. _____
Sub-Order No. _____

Estimated Value: \$ _____

Estimated Value: \$ _____

Approvals to solicit proposals/Bids _____

PM /Dep Dir _____ Director Plan/Dev/COO _____ Dir. Procurement _____

Estimated Value: \$ 840.00

Directed Source (Attach approved Direct Source Memo)

Scope of Services or Product:

Additional surveying, as an additional service to an existing contract. Services to include:
 1. Boundary and legal description of property to be remediated and dedicated to CDOT.
 2. Topographical mapping of property, subsequent to demolition of existing structures by previous owner, for entire PBC property, including areas to be remediated and dedicated to CDOT.

Insurance Requirements (check applicable) for property related to requested services :

- Will there be construction or demolition on or within fifty (50) feet of railroad right of way?
- Does the PBC have the Right of Entry to the subject property? Provide the Right of Entry Agreement.
- Could the site conditions potentially have pollution exposures?
- Property Ownership: _____

Cost Code: 01.07 GL Code: 513163 Budget Available: \$ 11,545.00 Total: \$ 840.00

Program Controls / Director of Finance: _____ Date: _____

Consultant / Vendor/ Contractor Information:

Name: C.M. Lavoie & Associates, Inc.	Phone Number: 815.254.0505
Address: 1050 State Route 126, Plainfield, IL 60544	Contact Name: Keith Bollinger (kbollinger@cmlavoie.co) Contact E-Mail Address:

Approvals:

I certify that this service or product's resultant cost complies with the project budget. David E. Earnhart (PM Name)

Requestor (Project Resource/ Deputy Director): <u>David E. Earnhart</u>	Date: <u>8-3-09</u>	Director of Procurement: <u>David E. Earnhart</u>	Date: <u>8/3/09</u>
Director of Planning or Development or COO: <u>[Signature]</u>	Date: <u>8-3-09</u>	Executive Director: <u>[Signature]</u>	Date: <u>8/4/09</u>
Procurement Use Only	Received By: <u>D. Zamboni</u>	Received Date: <u>8-11-09</u>	Date Completed: <u>8-12-09</u> Date Requestor/PM notified: <u>[Signature]</u>



Cost Distributions for: 01.07 - Site Survey
PBC GL Code: 513163

Budget

Item	To	From	Contract No.	Number	Original Amount	Estimated Revisions	Pending Revisions	Approved Revisions	Adjustments
					Original: \$30,000.00	Revised: \$30,000.00		Projected: \$30,000.00	
COI	PBCPMO	PBC	PS1306	00001	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:					\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00

Committed

Item	To	From	Contract No.	Number	Original Amount	Estimated Revisions	Pending Revisions	Approved Revisions	Adjustments
					Original: \$14,745.00	Revised: \$18,455.00		Projected: \$18,455.00	
CHU	CMLAAS	PBC	PS1305	00001	\$0.00	\$0.00	\$0.00	\$3,160.00	\$0.00
CHU	CMLAAS	PBC	PS1305	00001	\$0.00	\$0.00	\$0.00	\$550.00	\$0.00
COI	CMLAAS	PBC	PS1305	00001	\$7,495.00	\$0.00	\$0.00	\$0.00	\$0.00
COI	WTLSUV	PBC	PS1244	A00001	\$7,250.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals:					\$14,745.00	\$0.00	\$0.00	\$3,710.00	\$0.00

Actuals

Item	To	From	Contract No.	Line Item Number	Date	Payment Applications/ Invoices
						Payment Applications/ Invoices: \$3,710.00
RQD	CMLAAS	PBC	PS1305	C0002	4/30/2009	\$550.00
RQD	CMLAAS	PBC	PS1305	C0003	4/30/2009	\$3,160.00
Totals:						\$3,710.00



C. M. Lavoie & Associates, Inc.
 Consulting Civil Engineering
 Land Planning & Surveying

June 16, 2009

Mr. David Earnhart
 Public Building Commission of Chicago
 50 W. Washington, Suite 200
 Chicago, IL 60602

RE: CPS Brighton Park II School Site
 48th and Western
 Chicago, IL
 Boundary and Legal Description revision and Additional Topographic Mapping

EXTRA WORK AUTHORIZATION

The following lists a description of additional services outside of our original contract dated January 12, 2009 per phone conversations and emails between our office and David Earnhart, Terry Diamond and Danielle Kowalewski.

Task 1 Boundary and Legal Description revision and Additional Topographic Mapping

Pursuant to the aforementioned correspondence CML will revise the Limits of Survey and Legal description as shown on the current ALTA/ACSM Land Title Survey to correlate with the new/current limits of the proposed school site. In addition CML will field verify manhole, power pole and overhead utility line removal, since our last field inspection on May 5, 2009. A revised ALTA/ACSM Land Title Survey will be issued depicting these additional changes and revisions.

	<u>ADDITIONAL FEE</u>	
• Lump Sum		\$8,40.00

In addition to the hourly rates for professional services, expenses for any outside costs such as reproducible, prints, and delivery charges will be billed to you at cost plus a 10% handling fee. All expenses for reproducible or prints performed by CML staff will be billed to you at cost of \$0.25 per square foot. If the above information is satisfactory to you, please sign and return one copy to our office at your earliest convenience. If the above information is satisfactory to you, please sign and return one copy to our office at your earliest convenience.

CLIENT AUTHORIZATION:

Signature: _____
 Title _____
 Date: _____

Sincerely,
 C. M. Lavoie and Associates, Inc.


 Keith E. Bollinger PLS

The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying General Terms and Conditions and agrees to be bound by such General Terms and Conditions.

GENERAL TERMS AND CONDITIONS

The CLIENT shall provide C. M. Lavoie and Associates, Inc. (CML) with an accurate and current Legal Survey prepared by a Licensed Professional Land Surveyor of the existing property indicating the location of all existing structures. The CLIENT shall also provide CML with the Property Index Number (PIN) along with either an accurate legal description or title policy for the subject property.

The Contract Documents / Permit Drawings will contain sufficient information for the bidding, permit approval and for the construction of the Project. The CLIENT shall provide CML with any existing conditions drawings, as-built drawings, etc. that may be available for use in preparing drawings for the project. The CLIENT shall order and have prepared soils reports by a certified geotechnical engineer for the area of the proposed facility. In recognition of the relative risk and benefits of the project to both the CLIENT and the Design Professional, the risks have been allocated such that the CLIENT and CML agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and his or her subconsultants to the CLIENT and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause, other than, in each case, for claims, losses, costs, damages, or claim/expenses arising by reason of the Design Professional's negligence or willful misconduct, so that the total aggregate liability of the Design Professional and his or her sub consultants to all those named shall not exceed the total amount of the Design Professional's total fee for services rendered for this project. Nothing contained in the agreement shall create a contractual relationship with or cause of action in favor of a third party against either the CLIENT, or Consultants including CML. CML shall not have responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Notwithstanding any other provisions of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the CLIENT or CML, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

The CLIENT acknowledges the Design Professional's construction documents as instruments of Professional service. The CLIENT shall not reuse or make modifications to the plans and specifications without prior written authorization by CML. The CLIENT agrees to the fullest extent permitted under law to indemnify and hold harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification from or through the CLIENT without the written authorization from CML. CML will retain ownership of the documents prepared by CML and electronic copies of documents are not part of this contract agreement. It is recognized that neither CML nor the CLIENT has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, CML cannot and does not warrant or represent that the bids or negotiated prices will not vary from the budget established by the CLIENT for the Project. CML shall not have control over or change of and shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility under the Contract for Construction. CML shall not be responsible for the contractor's schedules or failure to carry out the work in accordance with the Contract Documents. CML shall not have control over or charge of acts or omissions of the Contractors, or its subcontractors, or their agents or employees, or of any other persons performing portions of the work. Either party upon may terminate this agreement not less than seven days written notice should the other party fail substantially in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Neither party hereto shall sell, assign or transfer, voluntarily or involuntarily by bankruptcy or other operation of law or otherwise, its rights or interest in this Proposal or enter into any agreement as a result of which any other person or entity shall have any interest in this Proposal without the prior written consent of the other party hereto. Any such sale, assignment, transfer or other agreement without such consent shall be void and of no effect. Notwithstanding the foregoing, this Proposal may be assigned in connection with the transfer by either CML or Client of its business substantially as a whole, whether by merger, consolidation or sale of assets. All invoices are due within thirty days (30) from the date on the invoice. A late penalty will be charged on all overdue amounts at the rate of twenty-one (21) percent per year, beginning with the original invoice date. If the amount remains unpaid for thirty (30) days after the original invoice date, we reserve the right to withhold services until the account is brought current. In the event an invoice is not paid within sixty (60) days from the date on the invoice, CML shall have the option to declare, in writing, a material breach and default of provisions of this AGREEMENT and have a right to stop all work and terminate this AGREEMENT. This Professional Service Proposal is valid for thirty (30) days from the date shown on Page One of this document. CML assumes that all work described in the Scope of Work will be performed this calendar year.

All work performed after December 31 of this calendar year is subject to a change in fees and hourly rates shown in the PROFESSIONAL & TECHNICAL HOURLY RATE SCHEDULE.