

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS 1488**

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 Gwendolyn Brooks College Preparatory Academy High School ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **BLDD/BROOK ARCHITECTURE JOINT VENTURE** ("Consultant") dated February 10, 2009 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 10th day of February, 2009, 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 Gwendolyn Brooks College Preparatory Academy High 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 \$96,700.00 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 \$3,126,700.00, plus reimbursable expenses..

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
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY HIGH SCHOOL - PS1488-A1
PROJECT NO. 05240

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: Edrick C. Johnson
Edrick C. Johnson
Secretary

Date: 4-8-2010

ARCHITECT

BLDD/BROOK ARCHITECTURE JOINT VENTURE

By: Martha P. Martinez
President

Date: January 7, 2010

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Cook

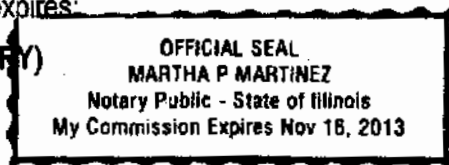
State of: Illinois

Subscribed and sworn to before me by Timothy McBrath and _____
on behalf of Consultant this 7th day of Jan, 2010.

Martha P. Martinez
Notary Public

My Commission expires:

(SEAL OF NOTARY)



Approved as to form and legality

Jaanta Epling
Neal & Leroy, LLC

Date: 3-26-10

**ATTACHMENT A
SCOPE OF WORK
ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY HIGH SCHOOL – PS1488-A1
PROJECT NO. 05240**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

BLDD/Brook Architects Joint Venture, LLC
833 West Jackson Blvd., Suite 100
Chicago, IL 60607
P(312)829-1987 F(312)666-8967

13 October 2009
Revised 15 October 2009

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

Re: GBCPA Proposal for Additional Services
 "Stand-alone" Athletic Center Bid Documents

Dear David,

Per your verbal instruction on 6 October 2009, we are submitting this proposal for additional services to execute revisions to the current 100% contract documents in order to bid the Athletic Center Building as a separate project from the Performing Arts Building and Existing Building Renovations.

Scope of Work

It is our understanding that the following scope will be part of the "stand-alone" Athletic Center bidding documents:

Athletic Center (Building A), (represented on associated phasing plans in green highlight). This work is anticipated to commence in January 2010 and be completed by May 2011.

1. Athletic Center Addition (Building A), associated site work and landscaping and connecting link to the existing school
2. Recycling enclosure
3. Emergency generator and associated site work
4. Reconfiguration of the retention pond and construction of rain garden at east end of existing north parking lots
5. MEPFP upgrades to central plant and infrastructure:
 - a. Provide 5" chilled water supply and return from the 4th floor west wing Mechanical Room down to the tunnel and over to Building A.
 - b. Provide 3-way control valves for the chilled and hot water coils in the air handling units serving Building A.
 - c. In the utility tunnel, demo the existing 4" hot water supply and return with

associated valves marked for future on the existing drawings.

- d. Provide 5" hot water supply and return piping with associated valves in the Tunnel to serve Building A.
- e. All new equipment in Building A shall be BACnet/Lonworks and be tied to the new BAS. The existing Alerton/IBEX system shall be upgraded to allow for the existing systems and point to be normalized so that there is only one user interface. The new BAS includes a webserver and operator working station.
- f. Provide 6" domestic water service with new meter.
- g. Provide booster pumps and piping in the tunnel. Extend the piping to Building A and cap the piping in the tunnel at column line 6e (for future connection to anticipated Performing Arts Addition - Building C).
- h. Provide sprinkler piping to Building A.
- i. Provide sprinkler piping and heads for the existing tunnel as required for code compliance.
- j. Electrical (power/lighting), telecommunication, fire alarm, safety emergency equipment, including emergency back-up generator and all work associated with Building A site work. Reference drawing ES1.0.
- k. Provide electrical demolition work in west side of existing underground tunnel. Reference drawing DES1.0.
- l. Existing Building B boiler room – provide electrical installation for following equipment: fire pump controller, provide emergency power for existing sump pumps, provide modifications for existing emergency lighting panels and distribution etc. Coordinate equipment installation with mechanical, plumbing and fire protection drawings. Reference drawing E1.0B.
- m. In order to provide telecommunication infrastructure to Building A and future Building C, electrical conduit risers shall be routed from existing MDF room via first floor ceiling cavity. Ceiling cutting and patching shall be performed in Phase I. Reference drawing E1.1B.
- n. In order to provide telecommunication infrastructure to Building A and future Building C, electrical conduit risers shall be routed from existing main office second floor via existing first floor ceiling cavity. Ceiling cutting and patching shall be performed in phase I. Reference drawing E1.2B & E6.4.
- o. Provide required modifications to existing electrical switch board in existing Building B. Reference drawing E4.1, E4.2.
- p. Provide power feeders and interface feeder from existing fire alarm system in existing Building B via existing utility tunnel. Reference drawing E4.4.
- q. Provide integrated lighting control system for Building A. Interface with new BAS system. Reference drawing E4.5.
- r. Per the bid alternate, provide Photovoltaic roof system for Building A and conduit connections back to main incoming service panel. Reference

drawings E7.2, E7.3A, E7.4.

- s. All electrical power connection for mechanical, plumbing, natatorium and fire protection equipment shall be coordinated with listed disciplines. Reference drawing E5.5.

It is our understanding that the following scope will **NOT** be part of the stand-alone Athletic Center bidding documents:

Performing Arts Addition (Building C): (represented on associated phasing plans in blue highlight)

1. Performing Arts Addition (Building C), associated site work and landscaping, and connecting link to the existing school.
East parking lot, northeast and southeast drives and bike path.
2. MEFPF upgrades to the central plant and infrastructure.
 - a. Replace the existing air-cooled chillers with two new water-cooled chillers and one 3-cells cooling tower.
 - b. Provide two new condensing boilers in the existing Boiler Room.
 - c. Provide new chilled water, condensing water and heating water pumps.
 - d. Provide new air handling units to serve Building C.
 - e. Demo the existing 3-way valves including the new valves installed in the air handling units serving Building A and provide new 2-way valves for all hot water and chilled water coils in Building A, C and the existing building.
 - f. Provide 5" chilled water supply and return from the 4th floor east wing Mechanical Room down to the tunnel and over to Building C.
 - g. In the utility tunnel, demo the existing 4" hot water supply and return with associated valves marked for future on the existing drawings.
 - h. Provide 5" hot water supply and return piping with associated valves in the Tunnel to serve Building C.
 - i. Extend the BAS system to control the equipment in Buildings C.
 - j. Extend the domestic water piping from the tunnel to Building C.
 - k. Extend the fire sprinkler piping from the tunnel to Building C.
 - l. All electrical work required to support Building C that is not part of Athletic Center.

Existing School (Building B): (represented on associated phasing plans in yellow highlight)

1. Interior Renovation (Building B).
 - a. Existing library
 - b. Fourth floor classrooms
 - c. Lockers throughout the school
 - d. Kitchen work (installation of walk-in)

e. Gymnasium improvements

Attached are two associated phasing plans depicting the basic boundaries of each portion of work for both site development and the vertical buildings referenced above. These boundaries are general in nature and may not include every piece of work delineated in the contract documents.

Assumptions and Clarifications

1. The PBC will issue written acceptance of this proposal and an authorization to proceed no later than 12:00 noon on Friday, October 16, 2009.
2. It is not known WHEN or IF the performing arts building, central plant upgrades and renovations to the existing school will be built. Therefore, we assume the following:
 - a. The contractor for the Athletic Center is to restore the portion of the site east of the existing school to the same condition that currently exists (as a result of the JOC site prep project). Any landscaping issues east of the existing building will be resolved after the construction fencing is removed under a separate scope of work.
 - b. The Athletic Center will become its own independent LEED submittal project under the LEED for Schools 2007 guidelines. If the Athletic Center project is delayed for a period of time that would require the project to be registered under LEED for Schools 2009, subsequent evaluation of the impact on the contract documents must be undertaken as an additional service outside of this proposal. Any changes to the documents required by LEED for Schools 2009 may also be subject to an additional service.
3. Regarding the building permit, we assume the City will not require the Athletic Center documents to be resubmitted to the DOB, and that the review of the original permit submittal drawings is sufficient.
4. The student population will not change during or after the Athletic Center Construction.
5. This proposal does not include potential additional design fees for:
 - a. Time spent analyzing phasing options per verbal direction from PBC
 - b. Incorporation of any value engineering items, with the exception of the unisex toilet at the Performing Arts Addition (Building C)
 - c. Additional permit review coordination, beyond what is required to obtain a permit for the drawings currently submitted to the Department of Buildings.
 - d. Changes to the existing conditions at the east portion of the site
 - e. Temporary landscaping of east portion of site
 - f. Construction administration for future phases of work
 - g. LEED submittal documentation and coordination for future phases of work

BLDD/Brook Architects Joint Venture, LLC

833 West Jackson Blvd., Suite 100

Chicago, IL 60607

P(312)829-1987 F(312)666-8967

6. Building designations referenced in this proposal:
- a. Building A = Athletic Center Addition
 - b. Building B = Existing GBCPA Building
 - c. Building C = Performing Arts Addition

Schedule

Based on the scope of work, assumptions and clarifications, we propose to provide the PBC with a revised OTB set of contract documents and associated cost estimate for a "stand-alone" Athletic Center building within the following time frame:

- October 16, 2009 – Written authorization to proceed issued by the PBC.
- October 19 to October 30, 2009 – Revisions and reconfiguration of documents
- November 2, 2009 – PBC receives OTB review set, GBCPA team receives OTB check set for final coordination review, and Concord & Vistara receive sets for estimating purposes.
- November 2 to November 12, 2009 – PBC review, GBCPA team coordination, and cost estimating.
- November 13, 2009 – PBC issues review comments and cost estimates submitted.
- November 16 to November 20, 2009 – GBCPA team incorporates review comments.
- November 23, 2009 – OTB documents ready for issuance to bidders.

Compensation

Based on the scope of work, assumptions and clarifications, and schedule noted above, we propose an hourly not-to-exceed (NTE) fee of \$96,700 to provide the PBC with a revised OTB set of contract documents and associated cost estimate for a "stand-alone" Athletic Center building. This NTE fee includes services from all of our consultants.

Reimbursable Expenses

We anticipate reimbursable expenses to include express mail, messenger, and reproduction costs for all review documents, including those issued for internal team review. These costs will be billed to the PBC at cost (without any mark-up from the Joint Venture). We anticipate these costs will not exceed approximately \$15,000.

BLDD/Brook Architects Joint Venture, LLC

833 West Jackson Blvd., Suite 100

Chicago, IL 60607

P(312)829-1987 F(312)666-8967

Please do not hesitate to contact us should you have any questions regarding the information presented herein.

Regards,
BLDD/Brook Architects Joint Venture, LLC

Scott M. Likins

Scott M. Likins, AIA, LEED AP
Principal

Cc: Jason Wilen, Susan Thayer - Brook Architecture
Gary Hodonicky, Emiel Guede, Jane Wallace, Geoff Hoffman - BLDD Architects
Danielle Kowaleski - Terra
Terry Guen - TGDA
Paul Ghassan, CCJM
Terry Lindsay - Lindsay & Associates
Ramesh Nair - Vistara
Scott Pfeiffer - Threshold Acoustics
Donna Pilot - PBC

Encl: Proposals and hourly breakdowns
Colored phasing plans (2)

**ATTACHMENT B
SCHEDULE OF COST
ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY HIGH SCHOOL – PS1488-A1
PROJECT NO. 05240**

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

**ATTACHMENT B
SCHEDULE OF COST**

ADDITIONAL ARCHITECT OF RECORD SERVICES – PS 1488-A1

Additional Scope of Work: "Stand-alone" Athletic Center Bid Documents.

Service Category	Service Provider	Lump Sum
Architecture/Interiors	BLDD Architects	\$ 17,000.00
Architecture/Interiors	Brook Architecture, Inc.	\$ 19,500.00
MEP Engineering	CCJM Engineers, Ltd.	\$ 29,250.00
Structural Engineering	Lindsay & Associates, Inc.	\$ 12,400.00
Landscape Architecture	Terry Guen Design Associates	\$ 3,923.00
Civil Engineering	Terra Engineering, Ltd.	\$ 4,515.00
Construction Cost Estimating	Vistara Construction Services	\$ 3,800.00
LEED	HJ Kessler Associates	\$ 2,750.00
Acoustical	Threshold Acoustics, LLC	\$ 3,500.00
Reimbursable Expenses		\$ 15,000.00
Total Not To Exceed Amendment 1 Costs		\$ 96,700.00

Hourly Rate Schedule (Direct Salary Rate - DSR)

BLDD Architects, Inc.

Gwendolyn Brooks College Preparatory Academy

Additions and Renovations

1/23/2009

<u>STAFF</u>	<u>Project Role</u>	<u>DSR</u>	<u>x 2.5</u>	<u>PROJECTED HOURS</u>	<u>\$</u>
GML	PRINCIPAL	\$46.00	\$115.00	24	\$2,760
	SR. ASSOCIATE	\$37.00	\$92.50		
	ASSOCIATE	\$31.50	\$78.75		
GH	ARCH III	\$35.50	\$88.75	68	\$6,035
	ARCH II	\$33.75	\$84.38		
	ARCH I	\$29.00	\$72.50		
EFG	ARCH INTERN III	\$26.75	\$66.88	20	\$1,337
JPM/SAH	ARCH INTERN II	\$22.50	\$56.25	100	\$5,625
	ARCH INTERN I	\$19.50	\$48.75		
JDW	INTERIOR DES II	\$18.75	\$46.88	16	\$760
	INTERIOR DES I	\$16.00	\$40.00		
	FIELD OBSERVER	\$38.00	\$95.00		
PM	ADMIN. ASST.	\$17.00	\$42.50	8	\$340
				<u>236</u>	<u>\$16,847</u> or <u>\$17,000</u>

Brook Architecture, Inc
Hourly Rates

<u>STAFF</u>	Position	hourly rate	<u>PROJECTED</u> <u>HOURS</u>	<u>\$</u>
JW	Principal/ Project director	\$ 48.07	38	\$4,566
	Arch III PM	\$ 43.26		
ST	Arch II PM	\$ 36.05	164	\$14,780
	Arch Intern III	\$ 29.84		
	Arch Intern II	\$ 19.23		
	Arch Intern I	\$ 18.00		
	Administrator	\$ 18.00		
			<u>202</u>	<u>\$19,346</u>
				<u><u>\$19,500</u></u>



CCJM Engineers, Ltd.

Engineering Infrastructure Solutions

550 West Washington Blvd., Suite 950, Chicago, IL 60661-2703

P: (312) 668-0609 F: (312) 669-0525 E: Chicago@ccjm.com

Request for Out-of-Scope Services

ROS # 1
 Revised October 15, 2009
 Date Revised October 9, 2009
 October 8, 2009
 Project # 0917-005.001

Client: BLDD/Brook Architects Joint Venture, LLC
Address: 833 West Jackson Blvd., Suite 100, Chicago, IL 60607
Attn: Scott Likins **Phone:** (312) 829-1987 **Fax:** (312) 666-8967
Project Name: Gwendolyn Brooks College Preparatory, Phase 1
Project Location: 250 East 111th Street, Chicago, IL

The following is a description of changes in the project and/or agreed services that necessitate an out-of-scope service charge for professional services beyond those allowed in our basic agreement:

Pursuant to the Phasing Outline recommended by BLDD Architects dated September 23, 2009, the GBCPA Project is considered to be in three phases. The student population will not change during Phases I or II and the MEP scope of work for each phase is required in order to provide a temperature controlled environment for each addition. The phases/buildings are noted as:

- Phase 1 = Building A - Athletic Center Addition
- Phase 2 = Building C - Performing Arts Addition
- Phase 3 = Building B - Existing GBCPA Building Interior Renovation

CCJM's scope for Phase 1 includes preparation of bid drawings and specifications required for Phase 1. The MEP/FP scope of work consists of, but is not limited to, new Athletic Center Addition (Building A), recycling enclosure, emergency generator and associated site work, MEP/FP upgrades to existing central plant and infrastructure such as: new BAS sized to accommodate Phase 2 and Phase 3 and upgrade of existing BAS integration, telecommunication infrastructure from existing MDF Room, new domestic water service including booster pumps, sprinkler piping to Building A and tunnel and fire alarm upgrade.

The following scope is excluded from this proposal: value engineering and construction administration.

COMPENSATION:

CCJM will perform the services listed above for a lump sum fee of \$29,250, billed monthly. General terms and conditions are as stipulated in the master agreement between BLDD Architects and CCJM Engineers, Ltd.

Personnel	Rate	Hours	Total
Project Manager / QC	\$ 145	50	\$ 7,250
Project Mechanical	\$ 90	68	\$ 6,120
Project Electrical	\$ 90	50	\$ 4,500
Project Plumbing / Fire Prot	\$ 105	30	\$ 3,150
CAD	\$ 65	30	\$ 1,950
Word Processing	\$ 55	16	\$ 880
LEED Certification	\$ 145	20	\$ 2,900
Energy Modeling	\$ 125	20	\$ 2,500
Total			\$29,250



CCJM Engineers, Ltd.

Engineering Infrastructure Solutions

550 West Washington Blvd., Suite 950, Chicago, IL 60661-2703

P: (312) 669-0609 F: (312) 669-0525 E: Chicago@ccjm.com

ROS # 1

Revised October 15, 2009

Date Revised October 9, 2009

October 8, 2009

Project # 0917-005.001

We will not proceed with this work until we have your signed approval on this Request for Out-of-Scope Services Form. Please review our proposal and if our understanding of the scope differs from yours, please contact us immediately. If it meets with your approval, sign and return to us via fax or U.S. mail for our records. Should you have any questions or comments, please telephone us at 312/669-0609.

Submitted by:

Paul Ghassan, PE
Project Manager
October 15, 2009

Accepted by:

BLDD/Brook Architects Joint Venture, LLC
(Client)

(Printed Name/Title)

(Signature)

(Date)

Lindsay & Associates, Inc.
Consulting Structural Engineers

Change Order Authorization

October 12, 2009

Mr. Scott Likins
BLDD/Brook Architects Joint Venture, LLC
833 W. Jackson Blvd., Suite 100
Chicago, Illinois 60607

Reference: Gwendolyn Brooks College Preparatory Academy
Additions, Renovations & Remodeling
A/S - Athletic Center Building Issued for Bid
250 East 111th Street
Chicago, Illinois 60628-4324
Lindsay Project No. 091122.03

Client Project No. 084036.400

Dear Mr. Likins:

This Agreement is in response to your request for Lindsay & Associates, Inc., as defined in the General Terms and Conditions of Service, (hereinafter referred to as SE) to provide additional professional structural engineering consulting services not included in SE's Basic Scope of Services, to BLDD Architects, as defined in the General Terms and Conditions of Service, (hereinafter referred to as Client), for the structural design of the above referenced building project (Project). This Agreement is based upon on Client's Email Transmittal Letter / RFP for professional engineering services dated 10/07/09, and SE's subsequent discussions with Client. SE and Client agree that all provisions of SE and Client's original Agreement dated January 19, 2009 (Base Contract) are incorporated herein and made part of this Agreement by this reference unless otherwise specifically modified herein. SE and Client further agree that any provisions of this Agreement shall supercede any conflicting provisions of the Base Contract.

PROJECT SCOPE MODIFICATION DESCRIPTION:

The above referenced project scope modification consists of the following:

- A. Additional Services - Athletic Center Building Issued for Bid
1. Revise Bid Documents to a "Stand-Alone" Athletic Center as required

Excluded Services:

The review and/or design of all other construction at the Project site and items indicated on Client's documents and/or correspondence and not specifically requested by Client and included in SE's Scope of Services in writing are specifically excluded from SE's Scope of Basic Services. Excluded services include, but are not limited to, those related to the following:

1. Performing Arts building addition
2. Existing building modifications/renovations
3. Additional Construction Administration services
4. Changes to current design

BASIS OF COMPENSATION:

Client shall compensate SE as follows:

8 E. Galena Boulevard, Suite 208, Aurora, Illinois 60506-4161
Tel: (630) 264-9650 Fax: (630) 264-9651

Mr. Scott Likins
October 12, 2009

Lindsay Project No. 091122.03
Page # 2 of 2

Basic Compensation: Basic Compensation for the Scope of Basic Services shall be computed as a Stipulated Sum of **TWELVE THOUSAND FOUR HUNDRED DOLLARS (\$12,400.00)**, excluding reimbursable expenses, in accordance with the General Terms and Conditions of Service.

Reimbursable Expenses shall mean 1.10 times the actual cost of the following: Toll telephone calls and facsimiles; Overnight and/or express delivery service; Reproduction/printing of reports, drawings, specifications, etc.; and Travel to and from the project site and all related expenses.

Hourly Rate Schedule 2009 is: *(Rates are DSR x 2.5)*

Officer	\$155.00	Project Engineer	\$105.00
Senior Project Manager	\$140.00	EI - Structural	\$85.00
Senior Structural Engineer	\$135.00	CADD III	\$85.00
Project Manager	\$120.00	CADD I	\$65.00
Structural Engineer	\$115.00	Administrative	\$65.00

ACCEPTANCE:

Trusting that you find the terms of this **Change Order Authorization Agreement** acceptable, please complete the acceptance block below and forward one signed copy of this Agreement to SE to indicate your formal acceptance of the terms and as your formal authorization for SE to proceed with the work.

If we are given verbal or written notification to proceed without first receiving a signed copy of this Agreement, it will be mutually understood that both parties will, nonetheless, be contractually bound by the Agreement, in the absence of your written acceptance.

We thank you for the opportunity to submit this Agreement and look forward to working with you on this project. If you have any questions or comments concerning the above information, please feel free to call us at your earliest convenience.

Sincerely,

LINDSAY & ASSOCIATES, INC.

Terrence M. Lindsay
Terrence M. Lindsay, PE, SE
President

We accept the terms of this Agreement

Signature _____

Name (Print) _____

Title _____ Date _____

Billing Address _____

TML: psd
G:\PROPOSAL\2009\PROPOSAL\091122.03_P_CHANGE-ORDER_08DD20091012.doc

Lindsay & Associates, Inc.

Staffing Plan

	A	B	C	D	E
1					
2	Structural Engineering			Hours	Fee
3	Estimated Fee				\$ 12,400.00
4	Officer	\$ 81.90	\$ 170.28	4	\$ 880.90
5	Project Manager	\$ 48.07	\$ 132.19	8	\$ 1,057.54
6	Structural Engineer - Sr.	\$ 46.35	\$ 127.46	40	\$ 5,098.50
7	Project Engineer - Structural	\$ 36.05	\$ 99.14	8	\$ 793.10
8	Engineer Intern - Structural	\$ 28.18	\$ 80.25	8	\$ 641.98
9	CADD / Structural Detailer	\$ 26.93	\$ 74.06	48	\$ 3,554.76
10	Clerical	\$ 22.75	\$ 62.56	8	\$ 600.50
11				124	\$ 12,327.26

Proposal for Landscape Architecture Additional Services
 Gwendolyn Brooks College Preparatory Academy
 for BLDD Architects, Chicago, Illinois
 Terry Guen Design Associates, Chicago IL
 15-Oct-09

Item	description	TGDA		Personnel Hours	Rates*		Total Hours	avg rate/ phase	Fee
		Hours	Fee						
1	Phase 1 Project Construction Documents for Bid								
1.01	Coordinate Landscape and Stormwater Phase 1 Scope w/ Engineer	4	\$450	2	2	153.75	71.25	4	112.5 \$ 450
1.02	Meetings	3	\$296	1	2	153.75	71.25	3	98.75 \$ 286
1.03	Revise Drawings	16	\$1,470	4	12	153.75	71.25	16	91.875 \$ 1,470
1.04	Revise Quantities	4	\$450	2	2	153.75	71.25	4	112.5 \$ 450
1.05	Revise LEED Submission	1	\$71	0	1	153.75	71.25	1	71.25 \$ 71
1.06	Intake Comments and Final Revisions	8	\$735	2	6	153.75	71.25	8	91.875 \$ 735
1.07	Issue Documents Set - Phase 1 for Bid	4	\$450	2	2	153.75	71.25	4	112.5 \$ 450
		40	\$3,923	13	27	153.75	71.25	40	98,0625 \$ 3,923
			Subtotal						\$3,923
			3.5% Expenses**						\$0
			Total Fees						\$3,923

Notes:

Documents are to be Revised based on the GBCPA 100% drawings current October 8, 2008

*Average hourly rate, calculate increase of 5% per year.

2009 Principal Rate \$61.50, Landscape Project Manager Rate \$28.50

Full Marked up Rates Calculation

calculated based upon: (hourly rate + overhead) = "Rate"

where 1.5x hourly rate = overhead

Mr. Scott Likens
Page 2

correct site plan will be provided by BLDD in AutoCAD format accurately located on the topographic survey.

3. Expenses, such as travel, reproductions, supplies and postage will be billed at cost, and are in addition to the base contract.

SCHEDULE

The above work will correspond to the submittals as determined by BLDD/Brook or the PBC in coordination with the Owner. Timely of the site plan is required prior to any submittal.

COMPENSATION

(DSR.2.5)

Principal	5 hrs @ \$173/hr	\$	865
Project Mgr.	10 hrs @ \$145/hr		1,450
Project Eng.	20 hrs @ \$105/hr		<u>2,100</u>
Sub-total		\$	4,415
Anticipated Reimbursables		\$	100
Total		\$	4,515

ADDITIONAL SERVICES

Fees for other additional services, if requested by BLDD will be developed once the scope of those services is defined.

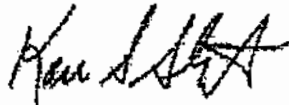
ACCEPTANCE

This proposal, with the signature of the responsible party, constitutes acceptance of the fee and terms as state herein.

If you have any questions or need clarification on any of the above, please do not hesitate to call. We look forward to working with you on this project.

Sincerely yours,

TERRA ENGINEERING, LTD.



Karen Steingraber, P.E.
President

Mr. Scott Likens
Page 3

ACCEPTED BY: BLDD

Signature

Title

Dated



October 7, 2009

Scott Likins, AIA
 BLDD Architects, Inc.
 833 W. Jackson Blvd., Suite 100
 Chicago, IL 60607

Re: Construction Cost Estimating Services
 Phase 1 - Additional Services
 Gwendolyn Brooks College Preparatory Academy (250 East 111th Street, Chicago, IL)

Dear Scott:

Thank you for offering us the opportunity to present this proposal to provide cost estimating services for the Gwendolyn Brooks College Preparatory Academy for which your firm will be providing A/E Services. This is for a revised phasing solution being considered by the PBC at this time, which includes the Athletic Wing.

Utilizing the new scope received from your office on 10/07/09, Vistara Construction Services, Inc. will prepare cost estimates for the requested components as per the following table:

Building & Site Development Package (Building)

(Dist. #2.5)

Cost Breakdown	Position	Rate	Hours	Sub-Total
100% Construction Documents	Sr. Estimator	\$150	4	\$600
	Estimator	\$100	32	\$3,200
			TOTAL	\$3,800

*Note: For this project Ramesh Nair is designated as the Sr. Estimator and Anna Kline as the Estimator.

It is our intent to deliver a completed estimate within 15 business days of receiving drawings (preferably half-size scalable drawings) and specifications. *2 weeks will work per Ramesh (scalable)* Additional Services, such as alternates, value engineering and project meetings, if required, will be billed at \$150 per hour. Note we will prepare cost estimates for environmental remediation provided they are quantified and described in a report. Please return one original executed copy of this proposal to our office for our records and to indicate your acceptance of the above terms. If you have any questions regarding this proposal or need further information please do not hesitate to call.

For:
 Vistara Construction Services, Inc.

For:
 BLDD Architects, Inc.

Bina Nair
 President

 Title: _____

728 West Jackson Boulevard • Suite 526 • Chicago • Illinois 60661
 (312) 986-8660 (Phone) • (312) 986-9590 (Fax)

www.vistara.com