

# 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: July 2, 2009  
 Project Name: Southwest Area HS  
 Project Location: 7651 S. Homan Avenue  
 Project Number: 05140  
 PS/ Bid Number: PS1631 A1  
 Project Manager/Requestor: John Lupinos  
 Owner Agency: Board of Education  
 Date Service or Product Required: July 6, 2009

### Product or Service

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

### Existing Professional Services

- Amendment PS PS1631 A1
- Term Agreement PS \_\_\_\_\_  
Task Order No. \_\_\_\_\_

### Existing Contractor Services

- JOC: Job Order  
Contract No. \_\_\_\_\_  
Sub-Order No. \_\_\_\_\_

Estimated Value: \$ 4,950.00

### 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)

Estimated Value: \$ \_\_\_\_\_

Approvals to solicit proposals/Bids \_\_\_\_\_

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

### Solicitation Request

#### Proposal/Bid Request

- Construction Bid Solicitation \_\_\_\_\_  
Project Name \_\_\_\_\_
- Professional Services \_\_\_\_\_  
Describe \_\_\_\_\_
- Product \_\_\_\_\_  
Describe \_\_\_\_\_

Estimated Value: \$ \_\_\_\_\_

Directed Source (Attach approved Direct Source Memo)

### Scope of Services or Product:

Provide a Plat of Opening for existing S. Spaulding Street right-of-way extended north, the existing 75th Street right-of-way extended east and the East line of S. Homan Avenue extended north.

### 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: Board of Education

Cost Code: 02.12      GL Code: 523720      Budget Available: \$ 400,000      Total: \$ 4,950

Program Controls / Director of Finance: \_\_\_\_\_ Date: \_\_\_\_\_

Consultant / Vendor/ Contractor Information:			
Name: Environmental Design International		Phone Number: (312) 345-1400	
Address: 33 W. Monroe Street, Suite 1825		Contact Name: Contact E-Mail Address: <u>dgroesser@envdesigni.com</u>	
Approvals:			
I certify that this service or product's resultant cost complies with the project budget. <u>John Lupinos</u> (PM Name)			
Requestor (Project Resource/ Deputy Director): <u>[Signature]</u>	Date: <u>7/20/09</u>	Director of Procurement: <u>[Signature]</u>	Date: <u>7/20/09</u>
Director of Planning or Development or COO: <u>[Signature]</u>	Date: <u>7/6/09</u>	Executive Director: <u>[Signature]</u>	Date: <u>7/23/09</u>
Procurement Use Only	Received By: <u>[Signature]</u>	Received Date: <u>7-28-09</u>	Date Completed: <u>7-28-09</u> Date Requestor/PM notified: <u>[Signature]</u>



**TO:** Barry Quinn  
Program Manager

**FROM:** John Lupinos  
Design Phase Project Manager, PMO

**DATE:** July 2, 2009

**RE:** Request for Concurrence:  
Southwest Area High School  
Plat of Opening  
Environmental Design International, Inc.

I have received and reviewed the proposal submitted by Environmental Design International, Incorporated (EDI) to complete a "Plat of Opening" for the Southwest Area High School project. A Plat of Opening is needed for the existing S. Spaulding Street right-of-way extended north, the existing 75th Street right-of-way extended east and the East line of S. Homan Avenue extended north.

EDI was specifically selected to submit the only proposal for this work for two reasons, 1) EDI has already performed the site survey work which is necessary for a Plat of Opening, and 2) to help mitigate the project time constraints created by the previous land surveyor going out of business while under contract to perform an Alta survey and topographic survey.

Based upon the review, I am requesting your concurrence for selecting EDI to complete the scope of work. EDI is a qualified consultant and submitted a responsive proposal based on the RFP criteria. There estimated time to create the Plat of Opening is (1) business week.

EDI states that they can complete the services for a proposed cost estimate of \$4,950 (which is comparable to other consultant's rates to complete this type of work).

Concur

Do Not Concur

A handwritten signature in black ink, appearing to read "J Lupinos", written over a horizontal line.

John Lupinos  
Project Manager

cc: 05140.03.04.03.02.



# Multi-Project Budgeted, Committed, and Actual Costs Report

Cost Roll-up by Specific Cost Code and GL Code - Includes User Agency Budget

Date: 7/2/2009

Cost Code	GL Code	Original Amount (A)		Budget Revised (B)		Projected (C)		Committed Revised (E)		Projected (F)		Approved Payments (G)		Percent Payments (H=G/E)		Payments (I=E-G)		Original (J=D-A)		Revised (K=E-B)		Projected (L=F-C)		
<b>05 Chicago Public Schools</b>																								
<b>05140 Southwest Area HS</b>																								
<b>01 - Planning</b>																								
01.01	522415	Preliminary Property Appraisals	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	
01.02	522210	Demolition Assessment/Planning	15,000.00	15,000.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	
01.03	513119	Environmental Assessment/Planning	15,000.00	15,000.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	
01.04	513173	Facility/Site Test Fits/Layouts	75,000.00	75,000.00	75,000.00	75,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00	
01.05	513183	Conceptual Estimating	15,000.00	15,000.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	
01.06	513186	Other Planning Costs	30,000.00	30,000.00	30,000.00	30,000.00	450.00	450.00	450.00	450.00	450.00	450.00	100%	450.00	100%	0.00	29,550.00	29,550.00	29,550.00	29,550.00	29,550.00	29,550.00	29,550.00	
01.07	513163	Site Survey	50,000.00	50,000.00	50,000.00	50,000.00	27,880.00	36,600.00	36,600.00	36,600.00	36,600.00	2,700.00	7%	33,900.00	7%	0.00	13,400.00	13,400.00	13,400.00	13,400.00	13,400.00	13,400.00	13,400.00	
			200,000.00	200,000.00	200,000.00	200,000.00	28,330.00	37,050.00	37,050.00	37,050.00	37,050.00	3,150.00	9%	33,900.00	9%	0.00	162,950.00	162,950.00	162,950.00	162,950.00	162,950.00	162,950.00	162,950.00	
<b>02 - Land Acquisition and Site Control</b>																								
02.01	513200	Legal Fees - Acquisition	50,000.00	50,000.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0%	0.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	
02.02	513203	Legal Fees Contingency	5,000.00	5,000.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0%	0.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	
02.06	522100	Land Acquisition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02.07	522300	Relocation Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02.09	524800	Abatement	1,103,178.00	1,103,178.00	1,103,178.00	1,260.00	1,260.00	1,103,178.00	1,260.00	1,103,178.00	1,103,178.00	0.00	0%	1,260.00	0%	0.00	1,101,918.00	1,101,918.00	1,101,918.00	1,101,918.00	1,101,918.00	1,101,918.00	1,101,918.00	1,101,918.00
02.11	523700	Utility Relocation Fees	920,000.00	920,000.00	920,000.00	920,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0%	0.00	920,000.00	920,000.00	920,000.00	920,000.00	920,000.00	920,000.00	920,000.00	
02.12	523720	Public Right of Way Amendment	400,000.00	400,000.00	400,000.00	400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0%	0.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	
02.13	522150	Other Land Acquisition Costs	100,000.00	100,000.00	100,000.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0%	0.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	
02.15		Demolition Contract Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			2,578,178.00	2,578,178.00	2,578,178.00	2,578,178.00	1,260.00	2,578,178.00	1,260.00	2,578,178.00	2,578,178.00	0.00	0%	1,260.00	0%	0.00	2,576,918.00	2,576,918.00	2,576,918.00	2,576,918.00	2,576,918.00	2,576,918.00	2,576,918.00	2,576,918.00
<b>03 - Environmental</b>																								
03.01	513140	Environmental Testing	250,000.00	250,000.00	250,000.00	36,875.00	36,875.00	286,875.00	36,875.00	286,875.00	286,875.00	0.00	0%	36,875.00	0%	0.00	213,125.00	213,125.00	213,125.00	213,125.00	213,125.00	213,125.00	213,125.00	-36,875.00
03.03	513168	Geotechnical Testing	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00	25,000.00	0.00	0%	0.00	0%	0.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	0.00
03.06	523900	Site Preparation/Remedial Costs	8,085,530.00	8,085,530.00	8,085,530.00	0.00	0.00	8,085,530.00	0.00	8,085,530.00	8,085,530.00	0.00	0%	0.00	0%	0.00	8,085,530.00	8,085,530.00	8,085,530.00	8,085,530.00	8,085,530.00	8,085,530.00	8,085,530.00	0.00
03.07	523950	Other Environmental Costs	250,000.00	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00	250,000.00	250,000.00	0.00	0%	0.00	0%	0.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00	250,000.00



33 W. Monroe St., Suite 1825  
Chicago, Illinois 60603  
phone: 312.345.1400  
fax: 312.345.0529  
www.envdesigni.com

July 1, 2009

Mr. John Lupinos  
Project Manager  
Public Building Commission  
50 West Washington, Room 200  
Chicago, IL 60602

**Subject: Plat of Opening  
South West Area High School  
77<sup>th</sup> & Kedzie  
Chicago, Illinois**

Dear Mr. Lupinos:

Environmental Design International inc. (EDI) is pleased to submit this proposal for Surveying Services of the above referenced project. The Scope of Work and fee estimate is based on the information provided by the Public Building Commission (PBC), State and Federal regulations, prior experience on similar projects, and a site visit.

#### **Scope of Work**

PBC (the Client) desires to retain EDI (the Consultant) to perform Surveying Services for the above referenced project. Upon acceptance of this proposal EDI will perform the following technical services:

#### **Plat of Opening:**

##### **Limits:**

1. The existing S. Spaulding Street right-of-way extended north, the existing 75<sup>th</sup> Street right-of-way extended west and the East line of S. Homan Avenue extended north.

##### **Deliverables:**

1. The deliverables will meet the requirements for a Plat of Opening as defined by the Chicago Department of Transportation.

#### **Standard of Care**

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

#### **Additional/Changed Services**

If, during the course of EDI's work, it becomes necessary for the Client to alter the Project work in any way whatsoever, EDI shall notify the Client whether such alteration constitutes a departure from the agreed Scope of Work. The compensation and time for completion shall be

adjusted, if necessary, to reflect such change in a manner to be negotiated between the Client and EDI prior to the performance of any changed or additional work by EDI. EDI shall not provide additional services for the Project unless authorized in writing by the Client.

### Responsibilities of The Client

1. The Client shall provide full information regarding its requirements for the Project.
2. The Client shall designate a representative authorized to act on its behalf with respect to the Project. All communication and authorization shall be by or through such a representative. The Client shall examine documents submitted by EDI and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of EDI's services.
3. The Client shall furnish all required information as expeditiously as necessary for the orderly progress of EDI's services.
4. The Client shall provide EDI all existing data pertinent to the Project, including reports, mapping and other Project related information.
5. The services, information, and reports stated above shall be furnished at The Client's expense and EDI shall be entitled to rely upon the accuracy and completeness thereof.
6. The Client shall provide access to enter upon private and public lands as required for the performance of the services of EDI.
7. The Client will provide a Title Commitment or a Title Insurance Policy for the property. In lieu of title, complete copies of the record description of the property, any record easements benefiting the property, the record easements or servitude and covenants affecting the property ("Record Documents"), documents of record referred to in the Record Documents, and any other documents containing desired appropriate information affecting the property being surveyed and to which the survey shall make reference shall be provided to EDI for notation.

### Compensation and Payment

1. For the Scope of Work detailed above EDI is to be compensated on a lump sum basis Four Thousand Nine-Hundred Fifty Dollars (\$4,950.00).
2. The rates Fees and other conditions in this proposal are effective until July 31, 2009 pending agreement and notice to proceed. After this date, EDI may change this proposal unless the agreement has been executed.
3. Approved additional services or work performed on an hourly basis will be at the following rates:

Principal .....	\$180.00	x 2 hrs = 520
Survey Department Manager .....	\$130.00	
Professional Land Surveyor/Project Manager .....	\$120.00	
Senior CADD Technician .....	\$110.00	x 40 hrs = 4400
Survey CADD Technician .....	\$70.00	
Survey Party Chief .....	\$90.00	
Instrument Person .....	\$59.00	
Clerical / Researcher .....	\$52.00	

\$4920  
+ printing

4. Approved additional services or work performed on an hourly basis will be subject to the following direct costs:

Copies .....	\$0.10 / Sheet
24" x 36" Prints.....	\$1.50 / Sheet
24" x 36" Color Prints.....	\$15.00 / Sheet
Film & Processing.....	Actual Cost
Field Books .....	\$12.00 / Each
CAD Station.....	\$5.00 / Hour
GPS Unit Rental.....	\$225.00 / Day
Survey Truck with Equipment.....	\$46.00 / Day
Other Vehicle Mileage.....	Current Federal Rate
Tolls .....	Actual Cost
Boat Usage.....	\$20.00 / Day
Per Diem .....	Current Federal Rate
Overtime .....	Premium Portion
Monuments & Stakes.....	Actual Cost
Recorded Documents .....	Actual Cost
Document Recording .....	Actual Cost
Specific Insurance – Project Required.....	Actual Cost

5. Payment for EDI's services shall be made within 30 days of the date of the invoice. Balance unpaid at due date will be assessed a service charge of 1.5% per month on the unpaid portion. The Client will be liable for attorney fees, legal and all other costs EDI may incur to collect fees.
6. In the event of the termination of this agreement, the Client shall within fifteen (15) calendar days of termination pay EDI for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the provisions of the agreement.

#### **Liability**

The Client agrees to limit EDI's liability to The Client and to all Contractors and Subcontractors covered by this agreement, due to EDI's negligence, errors or omissions, such that the total aggregate liability of EDI to those named shall not exceed the compensation paid to EDI for the work.

#### **Indemnification**

EDI assumes no responsibility for the discharge of, or exposure to, any hazardous, toxic, infectious materials, or other harmful substances and assumes no responsibility for its existence or removal. The Client shall be responsible for removal and other services.

The Client shall indemnify and hold harmless EDI from and against all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses may arise from any such discharge or exposure of hazardous, toxic or infectious materials or caused by any negligent act, error or omission of The Client or any person or organization for which The Client is legally liable. Upon completion of all services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Paragraph shall survive.

### **Jobsite Safety**

Neither the professional activities of EDI, nor the presence of EDI or its employees and sub-consultants at a construction / project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. EDI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The client agrees that the general Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, EDI and EDI's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

### **Ownership of Instruments**

All reports, drawings, specification, computer files, field data, notes and other documents and instruments prepared by EDI as instruments of service shall remain the property of the EDI. EDI shall retain all common law, statutory and other reserved rights, including the copyright thereto.

### **CADD and Electronic Files**

The Client acknowledges that EDI's drawings, plats and working papers, including all documents on electronic media, as instruments of the Consultant's professional service. Nevertheless, the drawings, plats and working papers prepared under this Agreement as deliverables shall become the property of the Client upon completion of the services and payment in full of all monies due the Consultant. The Client shall not reuse or make or permit to be made any modification to the drawings, plats or working papers without the prior written authorization of EDI. The Client agrees to waive any claim against EDI arising from any unauthorized transfer, reuse or modification of the drawings, plats or working papers.

### **Attorneys' Fees**

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

### **Mediation**

In an effort to resolve any conflicts that arise during or following the completion of the Project, the Client and the Consultant agree that all disputers between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

We hope this proposal meets with your approval. Please sign and fax a copy of this agreement as an indication of acceptance and notice to proceed. We appreciate this opportunity and look forward to working with you on your upcoming projects.

Respectfully,

**Environmental Design International inc.**

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Deborah M. Sawyer, CHMM  
President & CEO

Claire M. Williams  
Senior Vice President

**ACCEPTED:           The Public Building Commission**

Name/Title \_\_\_\_\_

Date \_\_\_\_\_