

**PUBLIC BUILDING COMMISSION OF CHICAGO
SECOND AMENDMENT
ENGINEER OF RECORD SERVICES
CONTRACT NUMBER PS1672
PROJECT NO.: 02030**

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 10th day of August, 2010, and shall be deemed and taken as forming a part of the Agreement for Engineer of Record Services for Marshall Campus Park ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **TERRA ENGINEERING LTD.** ("Consultant") dated August 11, 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 11th day of August, 2009, ("Agreement"), wherein the Consultant is to provide Engineer of Record Services for the Chicago Park District and for the Board of Education 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. **Schedule C – Project Schedule** is amended to include additional Engineer of Record services required for Marshall Campus Park. The scope for this service is detailed in Attachment A to this Amendment 2.
3. **Schedule D - Compensation of the Consultant**
Consultant's Fee is revised to include as follows:
The Consultant shall be paid the annual fixed fee of \$50,010.00 to provide civil engineering, landscape and engineering services to complete the construction of the project.

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.

SECOND AMENDMENT
ENGINEER OF RECORD SERVICES
CONTRACT NUMBER PS1672

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 2.

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Richard M. Daley
Richard M. Daley
Chairman

Date: _____

BY: Edrick C. Johnson
Edrick C. Johnson
Secretary

Date: 9/2/2010

CONSULTANT

TERRA ENGINEERING LTD.

By: Kaust
President

Date: 8/11/10

Subscribed and sworn to me this

18th day of August 2010.

[Signature]
Notary Public

My Commission expires: 10/13/12

(Seal of Notary) OFFICIAL SEAL
GUATH LIM
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 10/13/12

Approved as to form and legality

[Signature]
Neal & Leroy, LLC

Date: 8/24/10

**ATTACHMENT A
SCOPE OF WORK
MARSHALL CAMPUS PARK
SECOND AMENDMENT
ENGINEER OF RECORD SERVICES
CONTRACT NUMBER PS1672**

The Scope of Services includes, but is not limited to all Engineer of Record services required to complete the construction of Phase I and Phase II of Marshall Campus Park project as detailed in the attached proposal.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



TERRA
ENGINEERING LTD.

July 19, 2010

Ms. Jennifer Valentin
Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, IL 60602

RE: Marshall Campus Construction Administration-Contract Extension

Dear Jennifer:

The following is a proposal for extending civil engineering, landscape and electrical engineering services based on our current work and discussions for construction services associated with the Marshall Campus renovations. This proposal is to finish out the Phase I construction activities and for the new Phase II construction activities. The construction for Phase I is anticipated to be completed at the end of July, and Phase II is anticipated to be completed by the end of September, 2010. Our proposal includes all coordination required to construct the project. The scope of work and deliverables are listed below:

SCOPE OF WORK

1. Attend construction site meetings (once per week during construction period).
2. Review shop drawing submittals, delivery schedules, samples, etc.
3. Provide assistance to the contractor and Owner to interpret the intent of the construction documents.
4. Provide copies of construction documents as required during construction.
5. Implement specifications and procedures for processing scope changes, and recommend acceptance or rejection of all such changes.
6. Identify all areas of non-conformance with the construction documents.
7. Issue clarifications for all requests for information.
8. Maintain a RFI and bulletin log.
9. Provide on-site inspection (6 hours/week) during construction.
10. Conduct comprehensive final inspection with punch list.
11. Provide written reports for all inspections.
12. Oversee contractor's efforts to deliver guarantees, warranties, and manuals required by the contract documents.

225 WEST OHIO STREET 4TH FLOOR CHICAGO ILLINOIS 60610 (T) 312.467.0123 (F) 312.467.0220

Ms. Jenifer Valentin
Page 2

13. Expedite the preparation and delivery of the contractor's "as-built" drawings to the Commission. Review as-builts for accuracy.
14. Draft a project closeout approval form for the project.

LIMIT OF SERVICES

1. This scope of work is based on documents available as of this date, and discussions held with the PBC.
2. All site testing will be provided by either the contractor or the PBC.
3. Information derived from any staff interviews will be considered as part of the existing information provided by the Owner.
4. Expenses, such as travel, reproductions, supplies and postage will be billed at cost, and are in addition to the base contract.
5. Construction observation is assumed to average 6 hours per week during the construction period.

SCHEDULE

The above work will continue from the previous contract on July, 2010, and be complete on October 1, 2010 (approximately 3 months).

COMPENSATION

Meetings/Design Issues

Principal	15 hrs. @ \$176/hr	\$	2,640
Project Manager	60 hrs. @ \$143/hr		8,580
Landscape Architect	32 hrs @ \$125/hr		4,000

Construction Observation

Principal	8 hrs. @ \$176/hr	\$	1,408
Project Manager	100 hrs. @ \$143/hr		14,300
Project Engineer	50 hrs @ \$105/hr		5,250
Landscape Architect	30 hrs @ \$125/hr		3,750

Administration

Principal	12 hrs. @ \$176/hr	\$	2,112
Project Manager	40 hrs. @ \$143/hr		5,720
Landscape Architect	12 hrs @ \$125/hr		1,500
Administrative Asst.	10 hrs @ \$75		<u>750</u>

TOTAL \$ **50,010**

Ms. Jenifer Valentin
Page 3

ADDITIONAL SERVICES

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

ACCEPTANCE

This proposal, with the signature of the appropriate personnel, constitutes acceptance of fee and terms as stated herein. Please return one copy of the signed proposal to me as authorization to begin work.

Sincerely yours,

TERRA ENGINEERING, LTD.

A handwritten signature in black ink, appearing to read "Karen S. Steingraber". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Karen S. Steingraber, P.E.
President