

# PUBLIC BUILDING COMMISSION OF CHICAGO

**FIRST AMENDMENT  
31<sup>ST</sup> STREET HARBOR – COASTAL PROJECT  
SPECIALTY CONSULTANT & INSPECTION SERVICES  
PROJECT NO.: 11120  
CONTRACT NUMBER PS 1832**

**THIS FIRST AMENDMENT AGREEMENT** is made and entered into as of the 18<sup>th</sup> day of August, 2011, and shall be deemed and taken as forming a part of the Agreement for Specialty Consultant & Inspection Services for 31<sup>st</sup> Street Harbor – Coastal Project (“Agreement”) by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois (“Commission”) and **W.F. BAIRD & ASSOCIATES LTD.** (“Consultant”) dated June 18, 2010 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 June 18, 2010, wherein the Consultant is to provide Specialty Consultant & Inspection Services at the 31<sup>st</sup> Street Harbor – Coastal Project ; 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 A Scope of Services** is amended to include additional Services to be performed by the Consultant at the 31<sup>st</sup> Street Harbor – Coastal Project for this Amendment 1 as detailed in Attachment A.

**3. Schedule C Compensation of the Consultant** is revised as follows:

**C.1** The Consultant shall be paid the Lump Sum Fee of **\$343,198.00** for the additional Services set forth in the Amendment 1.

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.

*(Signature Page follows)*

# PUBLIC BUILDING COMMISSION OF CHICAGO

FIRST AMENDMENT  
31<sup>ST</sup> STREET HARBOR – COASTAL PROJECT  
SPECIALTY CONSULTANT & INSPECTION SERVICES  
PROJECT NO.: 11120  
CONTRACT NUMBER PS 1832

## EXECUTION PAGE

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

PUBLIC BUILDING COMMISSION OF CHICAGO

BY: Ral Emanuel  
Chairman

Date: 9/9/11

ATTEST:

BY: [Signature]  
Secretary

Date: 9/12/11

W.F. BAIRD & ASSOCIATES LTD.

By: [Signature]  
President

Date: 22-AUG-2011

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Dane

State of: Wisconsin

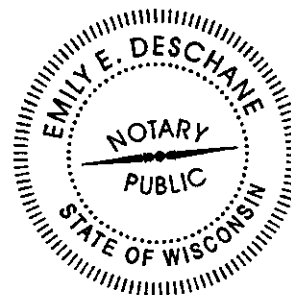
Subscribed and sworn to before me by David J. Werren and \_\_\_\_\_

on behalf of Consultant this 22nd day of Aug, 2011.

[Signature] Emily E. Deschane  
Notary Public

My Commission expires: September 1, 2013

(SEAL OF NOTARY)



Approved as to form and legality

[Signature]  
Neal & Leroy, LLC

Date: 8/30/2011

# PUBLIC BUILDING COMMISSION OF CHICAGO

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**FIRST AMENDMENT**  
**31<sup>ST</sup> STREET HARBOR – COASTAL PROJECT**  
**SPECIALTY CONSULTANT & INSPECTION SERVICES**  
**PROJECT NO.: 11120**  
**CONTRACT NUMBER PS 1832**

The scope of Services includes, but is not limited to the following as more fully described in correspondence from Baird & Associates (“Consultant”) to the Commission dated April 13, 2011 and incorporated herein by reference:

**1. Change in Contractor’s Schedule**

Consultant shall perform additional specialty inspection services and increase the number of hours worked by Consultant’s personnel due to revisions in the Contractor’s construction schedule from 60 hours per week (1 shift at 10 hours) to 168 hours per week (2 shifts at 12 hours each). Consultant shall modify its work schedule to perform specialty inspection services based on a schedule of 24 hours per day, 7 days per week schedule. Consultant also performed 120 hours of inspection services from November 30, 2010 through December 31, 2010.

**2. Pere Marquette**

Consultant shall obtain displacement readings of the Pere Marquette Integrated Tug/Barge (ITB) used to deliver stone materials to the site in Milwaukee, Wi. Stone tonnage to be determined by reading the draft of the ITB and calculating the displacement of the vessel, both fully loaded and empty. Displacement readings are made in a calm harbor location in Milwaukee to establish accurate payments for stone.

In 2010, there were 13 trips, with each trip requiring 14 hours of the Consultant’s time, plus expenses, to read the Pere Marquette in Milwaukee. It is estimated that during the 2011 construction season, the Consultant shall make 32 trips, with each trip requiring 8 hours of the Consultant’s time to read the Pere Marquette in Milwaukee.

**3. Additional Time Required Due to Increased Construction Activity**

Consultant has provided Experienced Inspectors without transition to a Mid-Level Inspector on site to perform barge readings, observe verification surveys, track stone quantities and attend project meetings throughout the entire 2010 construction season. For the 2011 construction season, Contractor is proposing a 24/7 schedule (2 shifts @ 12 hours each) to complete the project by the end of November 2011. Consultant shall be available on-site during the first shift (84 hours per week, or 12 hours per day, 7 days a week) to observe barge readings and verifications surveys including 48 hours per week by an Experienced Inspector and 36 hours per week by a Mid-level Inspector. For 2011 inspection labor costs, 80% of this 84 hour work week shall be budgeted to account for downtime due to weather conditions and other related construction delays. This time estimate assumes that verification surveys and on-site barge readings not be performed during second shift hours due to safety and accuracy concerns. It is estimated that the 2011 season will require 84 (67) hr weeks, 17 (67-50) additional hrs/week for 28 weeks = 476 hrs (57% anticipated by an Experienced Inspector and 43% by a Mid-level Inspector).

**4. Storm Damage to Constructed Works**

The storm that occurred December 12, 2010 caused damage to the constructed works, e.g. displaced armor and filter stone and generated the migration of core stone into the filter stone layer. The Contractor began repair work on April 1, 2011, resulting in a change in the assumed construction start from April 15 to April 1 and increase in the construction season by 1/2 month.