

**PUBLIC BUILDING COMMISSION OF CHICAGO  
SECOND AMENDMENT  
CONTRACT NUMBER PS1106**

**THIS SECOND AMENDMENT AGREEMENT** is made and entered into as of the 16<sup>th</sup> day of November, 2007, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **STL Architects and Planners** ("Architect") dated June 12, 2007 with the like operation and effect as if the same were incorporated therein.

**WITNESSETH:**

**WHEREAS**, the Commission and Architect have heretofore entered into an Agreement dated the 12<sup>th</sup> day of June, 2007, ("Agreement"), wherein the Architect is to provide Architect of Record Services for Belmont-Craig Elementary School; and

**WHEREAS**, the Commission and Architect now desire to amend the Agreement to include additional Services performed and associated compensation due to Architect;

**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**

**Section VIII- Additional Responsibilities and Representations** is revised to add the following services per the attached proposal dated November 19, 2008:

F. Architect's On-site Observation. Architect shall provide full day site presence, 16 hours per week by Architect's designer, Carolina Cartagena for the duration of the Project to facilitate the ability for immediate answers to technical questions and conflict resolution. This 16 hours per week of on-site observation is in addition to the 12 hours per week of periodic on-site observation

of the progress and conformance of the permanent features of the work to the requirements of the Contract Documents.

The Architect's on-site representative shall not be removed or replaced before full completion of the without prior written approval of the Authorized Commission Representative. The Architect's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.

G. Architect is to provide additional site visits above what is covered by the base scope by design level engineers of the MEP and Structural Engineering sub-consultants on an as needed basis to assist sub-contractors in the coordination of mechanical and structural systems.

### 3. **Schedule D Compensation of the Architect**

**Section D.I.A Architect's Fee** is revised to include as follows:

The Architect shall be paid the amount of \$70,000.00 for the additional services outlined in Item 2 F. of this Amendment 2.

The Architect shall be paid the not to exceed amount of \$30,000.00 for the additional services outlined in Item 2 G. of this Amendment 2. Rates for these additional visits will be as follows:

- KJWW site visit including attendance at a project meeting: \$975
- KJWW site visit not including attendance at a project meeting: \$650
- RME site visit including attendance at a project meeting: \$920
- KJWW site visit not including attendance at a project meeting: \$690

The Fixed Fee is increased to a total of \$2,008,490.00.

Execution of this Amendment by the Architect is duly authorized by the Architect, and the signature(s) of each person signing on behalf of the Architect have been made with the complete and full authority to commit the Architect 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.

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

PUBLIC BUILDING COMMISSION  
OF CHICAGO

BY: Richard M. Daley Date: \_\_\_\_\_  
Richard M. Daley  
Chairman

ATTEST:

BY: Edgwick C. Johnson Date: 1-15-09  
Edgwick C. Johnson  
Secretary

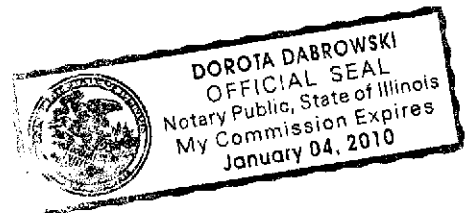
ARCHITECT

STL Architects and Planners

By: Luis Collado Date: 12/18/08  
Luis Collado  
President

Subscribed and sworn to me this

18 day of December 2008.  
Dorota Dabrowski  
Notary Public



My Commission expires: 1/4/10.

(Seal of Notary)



November 19, 2008

Mr Ryan Forristall  
Public Building Commission of Chicago  
50 W. Washington, Room 200  
Daley Center  
Chicago, IL 60602  
**Belmont Cragin Elementary School**  
**Additional Services Request #4**

Dear Mr. Forristall:

Pursuant to our contract with Public Building Commission of Chicago for Architectural and Engineering Services in connection with the Belmont Cragin Elementary School, we are hereby requesting authorization to provide Additional Professional Services for the scope of work described below.

#### **Basis for Additional Services**

The basis for this additional services request is due to a request by the Owner to provide additional services during the construction phase of the Belmont Cragin Elementary School project site.

The scope of services includes the following:

- Full day site presence on Mondays and Wednesdays by STL Designer, Carolina Cartagena to facilitate the ability for immediate answers to technical questions and conflict resolution. This proposal is for sixteen (16) hours of site presence per week in addition to the twelve (12) hours per week that are part of the base contract. The twelve (12) hours per week in the base contract cover attendance of Tuesday and Thursday site meetings by Project Director, Alyssa Stowe. Forty (40) weeks are included in this proposal.
- Creation and maintenance of a "Rolling" Punch List generated during field visits.
- Final Punch List of discreet building areas as soon as the General Contractor requests Substantial Completion of that area to facilitate the earliest possible Final Punch List.
- Pre-submittal conferences run on site by STL with Sollitt's sub-contractors to review and summarize the submittal requirements
- Post-submittal conferences run on site by STL with Sollitt's sub-contractors to review comments and construction requirements
- A contingency to bill against for site visits by KJWW and RME design level engineers to assist the sub-contractors in the coordination of mechanical and structural systems. These site visits would

# stl

be requested by the PBC on an as needed basis. KJWWs contract currently includes six (6) site visits by a design level engineer and twelve (12) site visits by a qualified field manager. RMEs contract currently includes eight (8) site visits by a design level engineer.

## Additional Compensation

We respectfully request a Lump Sum of \$70,000.00 for STL's services and a contingency fund of \$30,000 for KJWWs and RMEs services. This proposal is all encompassing. No further additional services request from either STL Architects or any other team consultant in connection with the scope of work described in this request will be submitted.

This number includes the following:

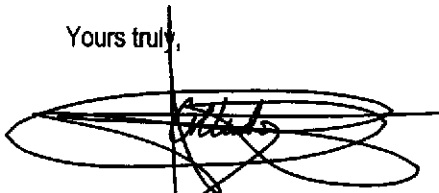
\$70,000 for 40 weeks of Monday and Wednesday field presence by STL architects (\$1,750 / week x 40 weeks = \$70,000)

\$30,000 contingency fund for additional engineer site visits by KJWW and RME to be billed against on an as needed basis. The rates for these visits will be as follows:

- KJWW site visit including attendance of a project meeting: \$975
- KJWW site visit not including attendance of a project meeting: \$650
- RME site visit including attendance of a project meeting: \$920
- RME site visit not including attendance of a project meeting: \$690

In order to start this work, we will need immediate approval of this request. Please let us know if you have any questions or if you need any additional information.

Yours truly,



Luis Collado  
Principal



Richard J. Daley Center  
50 W. Washington Street  
Room 200  
Chicago, Illinois 60602  
(312) 744-3090  
Fax: (312) 744-8005  
www.pbcchicago.com

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EDGRICK C. JOHNSON

Assistant Secretary  
PATRICK J. HARNEY

December 15, 2008

Luis Collado  
STL Architects & Planners  
808 N. Dearborn  
Chicago, IL 60610

**Re: Amendment No. 2  
Professional Service Agreement PS 1106  
Architect of Record Services for Belmont-Cragin Elementary  
School**

Dear Mr. Collado:

Enclosed is Amendment No. 2 to the above referenced agreement. Please return all copies of the signed and notarized amendment to my attention within ten (10) days from the date of this letter.

An incomplete execution page may delay final execution of the Amendment and processing of invoices. Upon acceptance of the amendment by the Public Building Commission, a fully executed copy will be returned to you.

Sincerely,

Deborah Burton  
Director of Procurement

DB/dz

# Memorandum

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



Date: 11/10/08

To: Earl Manning

Cc: Tim Sass

From: Ryan Forristall

Subject: **BELMONT CRAGIN  
PM RECOMMENDATIONS FOR AOR REQUEST FOR ADDITIONAL  
SERVICES #4**

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STL Architects has issued a request for additional services #4 in response to discussion with the PMO regarding the need for additional field time at the project site during the construction phase of the Belmont Cragin Area Elementary School project.

STL's proposal includes sixteen additional field hours by an STL Designer for the duration of the project for a "lump sum" amount of \$70,000. The proposal also includes a contingency of \$30,000 to allow for additional site visits by the MEP and structural engineer, as requested by the Commission Representative, on an as needed basis. The proposal includes a fee schedule for these visits.

The additional field time is intended to allow for a more efficient resolution to issues or design conflicts that arise during construction. The project has a condensed timeframe and can not afford to lose any time in the schedule due to design or field conflicts. The additional hours will also allow for a "rolling punch list" during construction to be implemented with the intent of reducing the punch list at the time of substantial completion as well as an "early punch list" of areas that have been turned over by the General Contractor.

The total proposal is a "Not to Exceed" amount of \$100,000. It is my recommendation that the additional services request be approved immediately.

**PUBLIC BUILDING COMMISSION OF CHICAGO  
PROPOSED AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

PA No.: 2

Client:	<u>Chicago Public Schools</u>	Date:	<u>11/12/08</u>
Project Name:	<u>Belmont Cragin Area Elementary School</u>	Project Number:	<u>CPS-25 / PBC 1472R</u>
Consultant:	<u>STL Architects</u>	PS Number:	<u>1106</u>
Requestor:	<u>Ryan Foristall</u>		

**AS A RESULT OF THIS AMENDMENT:**

The Consultant's Fee will be	<input checked="" type="checkbox"/> Increased by: <input type="checkbox"/> Decreased by:	\$ <u>100,000.00</u>
	Original Consultant's Fee:	\$ <u>1,828,490.00</u>
	Previously Approved Amendments:	\$ <u>80,000.00</u>
	Current Consultant's Fee:	\$ <u>1,908,490.00</u>
	Proposed Revised Consultant's Fee:	\$ <u>2,008,490.00</u>

Funding Source for Proposed Amendment: \_\_\_\_\_

**ADDITIONALLY AS A RESULT OF THIS AMENDMENT:**

**DESCRIPTION OF AMENDMENT:**

This amendment represents PBC-requested additional services for the total amount of \$100,000.00 for the Architect of Record to provide the following:

1. Provide (16) hours of additional field time by STL Designer Carolina Cartagena on Mondays and Wednesdays for the duration of the project for a lump sum of \$70,000.00.
2. Cover additional sub consultant site visits, if required, that are in the excess of the site visits included in the base contract. The site visits will be at the PMO Project Manager's request - \$30,000.00.

**REASON FOR AMENDMENT:** (Attach any pertinent contract references.)

The additional field time is intended to allow for a more efficient resolution to issues or design conflicts that arise during construction. The project has a condensed time frame and can not afford to lose any time in the schedule due to design or field conflicts. The additional hours will allow for a "rolling punch list" system to be implemented during construction to reduce the punch list at substantial completion as well as an "early punch list" system at areas that have been turned over by the General Contractor.

The Additional field time and additional site visits are based on a fee structure provided in STL's proposal dated 11/19/08.

\_\_\_\_\_  
Recommended - Project Manager

\_\_\_\_\_  
Recommended - PBC Deputy Director for Municipal Design

\_\_\_\_\_  
Recommended - PMO Deputy Program Manager for Design Management

\_\_\_\_\_  
Recommended - PBC Deputy Director for Education Design

Attachment: Proposal



**PUBLIC BUILDING COMMISSION OF CHICAGO  
PROPOSED AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

PA No.: 2

Client:	<u>Chicago Public Schools</u>	Date:	<u>11/12/08</u>
	<u>Belmont Cragin Area Elementary</u>		
Project Name:	<u>School</u>	Project Number:	<u>CPS-25 / PBC 1472R</u>
Consultant:	<u>STL Architects</u>	PS Number:	<u>1106</u>
Requestor:	<u>Ryan Forristall</u>		

**AS A RESULT OF THIS AMENDMENT:**

The Consultant's Fee will be  Increased by:  Decreased by:

		\$	<u>100,000</u>
	Original Consultant's Fee:	\$	<u>1,828,490</u>
	Previously Approved Amendments:	\$	<u>80,000</u>
	Current Consultant's Fee:	\$	<u>1,908,490</u>
	Proposed Revised Consultant's Fee:	\$	<u>2,008,490</u>

Funding Source for Proposed Amendment: Budget Cost Code 04.04 – 52100 AOR Additional Services

**ADDITIONALLY AS A RESULT OF THIS AMENDMENT:**

The Consultant's Reimbursables will be  Increased by:  Decreased by:

		\$	<u>                    </u>
	Original Consultant's Reimbursables:	\$	<u>                    </u>
	Previously Approved Amendments:	\$	<u>                    </u>
	Current Consultant's Reimbursables:	\$	<u>                    </u>
	Proposed Revised Consultant's Reimbursables:	\$	<u>                    </u>

Funding Source for Proposed Amendment: \_\_\_\_\_

**DESCRIPTION OF AMENDMENT:**

Provide (16) hours of additional field time by STL Designer, Carolina Cartagena on Mondays and Wednesdays for the duration of the project for a lump sum amount of \$70,000.

Provide a contingency of \$30,000 to cover additional sub-consultant site visits, if required, that are in excess of the site visits included in the base contract. The site visits will be at the PMO Project Manager's request and based on a fee structure provided in STL Proposal dated 11/19/08.

*fixed fee*

**REASON FOR AMENDMENT:** (Attach any pertinent contract references.)

The additional field time is intended to allow for a more efficient resolution to issues or design conflicts that arise during construction.

The project has a condensed time frame and can not afford to lose any time in the schedule due to design or field conflicts. The additional hours will allow for a "rolling punch list" system to be implemented during construction to reduce the punch list at substantial completion as well as an "early punch list" system at areas that have been turned over by the General Contractor.

\_\_\_\_\_  
Approved - Project Manager

\_\_\_\_\_  
Approved - Design Manager

\_\_\_\_\_  
Approved - PBC Director of Planning and Design

\_\_\_\_\_  
Approved - Client agency (If Required)

Attachment: (As required)

A3.

Amendment	Project	Consultant	Reason for the Proposed Amendment	Amount of the Proposed Amendment	Consultant's Fee including the Proposed Amendment Fee	Consultant's Fee including the Proposed Amendment Fee as a % of the Current Cost of Construction
1	PBC Administration	Unisys (Desktop/LAN Support) PS 743 - A2	Extension of the existing Desktop / LAN Support Services contract to December 31, 2010, which matches the date of the City of Chicago contract at the current rate of \$4,464.64 per month.	\$107,151.36	\$321,454.08	N/A
2	Belmont Cragin Area Elementary School	STL Architects (PS 1106 - A2) AOR	This amendment represents PBC-requested additional services for the total amount of \$100,000.00 for the Architect of Record to provide the following: 1. Provide (16) hours of additional field time per week for the duration of the project for a lump sum of \$70,000.00. This is to support completion of this accelerated project. 2. Cover additional sub consultant site visits, if required, that are in the excess of the site visits included in the base contract. The site visits will be at the Project Manager's request - \$30,000.00.  The services represented in this amendment were not included in the original scope of the Professional Services Agreement.	\$100,000.00	\$2,008,490.00	7.4%
3	Term Agreement	J.E. Manzi & Asso., Inc. (PS 1285 - A1) Consultant	This amendment represents an extended term until December 31, 2009 for the consultant to continue to provide Program Management support on an as-needed basis. This term agreement does not require an increase in value of the current agreement.	\$0.00	\$200,000.00	N/A