

**AMENDMENT THREE
DESIGN-BUILD SERVICES AGREEMENT
(DALEY COLLEGE ENGINEERING AND ADVANCED MANUFACTURING CENTER)
RICHARD J. DALEY COLLEGE MANUFACTURING, TECHNOLOGY, AND ENGINEERING CENTER
CONTRACT NUMBER PS2083R**

This Amendment to Agreement Number **PS2083R** (“**Amendment**”) is entered into as of July 18, 2018 by and between the **Public Building Commission of Chicago**, a municipal corporation organized and operating under the Constitution of the State of Illinois and having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 (“**Commission**”), and **Old Veteran Construction, Inc.**, an Illinois corporation, with offices at 10942 S. Halsted St., Chicago, Illinois 60628 (“**OVC**” or “**Design-Builder**”) and hereby amends the Agreement for Design-Build Services for the Daley College Engineering and Advanced Manufacturing Center (the “**Agreement**”) dated May 10, 2017, between the Commission and the Design-Builder as further set forth herein. Collectively, PBC and OVC or Design-Builder are referred to herein as the “**Parties.**”

RECITALS

WHEREAS, the Commission, on behalf of the City Colleges of Chicago (“**CCC**”), has undertaken the planning, design, and construction of the Daley College Engineering and Advance Manufacturing Center (the “**Project**”) located at 7500 South Pulaski Road, Chicago, Illinois; and

WHEREAS, the Commission requires certain design-build services (“**Services**”) described in this Agreement for the Project; and

WHEREAS, at its regular meeting on June 14, 2016, the Board of Commissioners of the Public Building Commission of Chicago (PBC Board) approved a partial undertaking for the Project in the amount of \$7,000,000; and

WHEREAS, at its regular meeting on May 10, 2017, the PBC Board approved the appointment of OVC, Inc. to be the Design-Builder for the Project; and

WHEREAS, the Commission approved an Initial Guaranteed Maximum Price (“**GMP**”) of \$5,500,000 with OVC for the Project; and

WHEREAS, at its regular meeting on September 12, 2017, the PBC Board approved revised project undertaking request of \$45,000,000 (including the Partial Undertaking Amount of \$7,000,000 previously approved) for the Project; and

WHEREAS, the Commission approved a Partial Guaranteed Maximum Price of \$26,629,916.47 on January 9, 2018; and

WHEREAS, the Commission approved an Interim GMP in the amount of \$36,239,871.89 (including the \$26,629,916.47 previously approved) that is within the Project Undertaking amount that has been authorized by the PBC Board for the Project; and

WHEREAS, the Commission and Design Builder desire to amend the Agreement to establish a GMP in the amount of \$42,676,382 as provided in this Amendment that is within the authorized PBC Board authority for the Project; and

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NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Commission and Design-Builder, the Parties hereby agree to amend the Agreement and establish the Project GMP as follows:

AMENDMENT

ARTICLE 1 - INCORPORATION OF RECITALS

1.1 The recitals set forth are hereby incorporated in and made a part of the Agreement.

ARTICLE 3.2 - GUARANTEED MAXIMUM PRICE (GMP)

1.2 **DELETE** the form in Exhibit 5 of the Agreement "Interim Guaranteed Maximum Project Cost Form" and **REPLACE** with the revised Guaranteed Maximum Project Cost Form.

ARTICLE 11 – INDEMNITY, INSURANCE, BONDS, AND WAIVER OF SUBROGATION

1.3 **ADD** the attached document entitled Performance and Payment Bond in the amount of \$42,676,382 to Exhibit 9 of the Agreement.

ARTICLE 15 – MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE) UTILIZATION

1.4 **ADD** Exhibit 15 entitled MBE/WBE Plan which includes a Schedule D and the corresponding Schedule C's.

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

All 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 full force and effect.

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[EXECUTION PAGE FOLLOWS]

GUARANTEED MAXIMUM PROJECT COST FORM
RICHARD J. DALEY COLLEGE MANUFACTURING, TECHNOLOGY, AND ENGINEERING CENTER

Unused portions of all contingencies and allowances will be returned to the Project's budget and, ultimately, the User Agency.

| Description | Cost |
|--|----------------------------|
| 1. General Conditions | <u>\$1,953,059</u> |
| 2. Payment and Performance Bond & Insurance | |
| Payment and Performance Bond | \$ <u>284,940</u> |
| Insurance | \$ <u>165,060</u> |
| 3. Utilities Allowance (design, engineering, coordination, permitting, and construction of utilities beyond the property line) | <u>\$500,000</u> |
| 4. Design Phase Services (including but not limited to services and deliverables associated with the following areas: architecture; engineering; commissioning; environmental; utilities; way-finding; traffic; furniture, fixtures, and equipment; and associated permitting as required, etc.)* | <u>\$3,667,322</u> |
| 5. Cost of the Work (Cost of Construction + Design-Builder's Contingency + Commission's Contingency + Furniture, Fixtures, and Equipment Allowance) | |
| Cost of Construction* | \$ <u>29,011,747.68</u> |
| Design-Builder's Contingency* | \$ <u>350,000</u> |
| Commission's Contingency (owner directed changes and unforeseen conditions)* | \$ <u>488,387</u> |
| Furniture, Fixtures, & Equipment Allowance (procurement and installation only) | \$ <u>5,300,000</u> |
| 6. Design-Builder's Fee (not-to-exceed 3% of Line 2 + Line 3 + Line 5) | <u>\$955,866</u> |
| 7. The Interim Maximum Guaranteed Project Cost for the design and construction of the Daley College Engineering and Advanced Manufacturing Center will be the added values of Lines 1 + 2 + 3 + 4 + 5 + 6. | <u>\$42,676,382</u> |

*Indicates values to be included in the MBE/WBE calculation

Proposer's Firm Name: **Old Veteran Construction, Inc.**

Contact Name: **John Tisdall**

Contact Email: john.t@ovcchicago.com

Signature: 

Date: 10-18-18