

**AMENDMENT TWO
DESIGN-BUILD SERVICES AGREEMENT
DEMOLITION OF MALCOLM X COLLEGE
CONTRACT NUMBER PS2058**

This Amendment to Agreement Number PS2058 is effective July 12, 2016, 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.** (OVC), an Illinois corporation, with offices at 10942 S. Halsted St., Chicago, Illinois 60628 (Design-Builder) and hereby amends the Agreement for Design-Build Services for the Demolition of Malcolm X College (the "Agreement") dated November 10, 2015 and any subsequent amendments, between the Commission and the Design-Builder as further set forth herein.

RECITALS

WHEREAS, the Commission, on behalf of the City of Chicago, has undertaken the design and demolition of Malcolm X College, located at 1900 W. Van Buren St., Chicago, Illinois, 60612 (the Project); and

WHEREAS, the Commission requires certain design/build services (the "Services") described in this Agreement for the Project; and

WHEREAS, at its regular meeting, on November 10, 2015, the Board of Commissioners of the Public Building Commission of Chicago (PBC Board) approved the appointment of Old Veteran Construction, Inc. to be the Design-Builder for the Project; and

WHEREAS, at its regular meeting on July 12, 2016, the PBC Board approved a project undertaking that will allow a Guaranteed Maximum Price of \$12,875,000.00 with OVC for the Project; and

WHEREAS, the Commission and Design-Builder desire to amend the Agreement and establish the Project GMP as provided for in Article 3.2 of the Agreement; and

WHEREAS, the Commission and the Design-Builder desire to amend the Agreement to establish a Project GMP for the Project to facilitate environmentally safe demolition of Malcolm X College; and

WHEREAS, the Board of Commissioners of the Commission approved the Project GMP by approving the Project undertaking at its regular meeting July 12, 2016; and

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

AMENDMENT

ARTICLE 1 - INCORPORATION OF RECITALS

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

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ARTICLE 3.2 – GUARANTEED MAXIMUM PRICE (GMP)

DELETE the chart included in §3.2.1 of the Agreement and REPLACE with the following:

DESCRIPTION	COST
1. Demolition and Site Work Costs <ul style="list-style-type: none"> ▪ site remediation/preparation ▪ backfill, sheeting, and shoring as required ▪ excludes cost of asbestos abatement work ▪ bonds and Insurance 	<u>\$7,939,422.23</u>
2. Pre-Construction Services (Initial Guaranteed Maximum Price-IGMP) <ul style="list-style-type: none"> ▪ all necessary design/engineering ▪ permitting required for demolition and site work ▪ environmental design (including Site Phase II-if required) and surveying <i>Stipulated sum of \$350,000 (the Initial GMP) will be subject to modification in the GMP</i>	<u>\$350,000.00</u>
3. Asbestos Abatement Allowance <ul style="list-style-type: none"> ▪ cost of abatement work <i>Allowance amount to be included in GMP agreement will be subject to negotiation after limits of abatement scope established by ACM Survey and Abatement Design</i>	<u>\$ 4,083,300.35</u>
4. Design-Build Entity's Contingency (2.33% of Item 1. above)	<u>\$184,700.53</u>
5. Design-Build Entity Fee (4 % of Item 1. Above)	<u>\$317,576.89</u>
6. The GUARANTEED MAXIMUM PRICE (GMP) for the Complete Abatement and Demolition of the Malcolm X College will be the total of the values of 1. + 2. + 3. + 4. + 5.	<u>\$ 12,875,000.00</u>

ARTICLE 6 – TIME

The following dates are the agreed dates for completion of tasks as described herein:

Description	Date
Abatement Work Completion (East Parcel)	April 5, 2016
Demolition/Site Work Completion (East Parcel)	July 15, 2016
Substantial Completion (East Parcel)	July 15, 2016
Abatement Work Completion (West Parcel)	October 21, 2016
Demolition/Site Work Completion (West Parcel)	October 21, 2016
Milestone Completion (West Parcel)	October 28, 2016

(Signature Page Follows)

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

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Rahm Emanuel
Mayor Rahm Emanuel
Chairman

Date: _____

BY: Lori Ann Lypson
Lori Ann Lypson
Secretary

Date: 12/7/16

DESIGN-BUILDER

OLD VETERAN CONSTRUCTION, INC.

By: [Signature]
President or Approved Signatory

Date: 11-18-16

Subscribed and sworn to me this

18th day of November 2016.

[Signature]
Notary Public

My Commission expires: 9-18-19

(Seal of Notary)



Approved as to form and legality

[Signature]
Neal & Leroy, LLC

Date: 11-22-16