

**PUBLIC BUILDING COMMISSION OF CHICAGO
FOURTH AMENDMENT
CONTRACT NUMBER PS821**

THIS FOURTH AMENDMENT AGREEMENT is made and entered into as of the 9th day of July, 2008, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") for New Westinghouse High School between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **DeStefano and Partners, Ltd.** ("Architect") dated March 8, 2005 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 8th day of March, 2005, ("Agreement"), wherein the Architect is to provide Architect of Record Services for New Westinghouse High 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 A.5 – ADDITIONAL RESPONSIBILITIES AND REPRESENTATIONS is revised to add the following services:

A.5.2 . The Architect shall provide the following PBC-requested additional services:

1. Redesign storm water detention system in conformance with requirements of the City of Chicago Department of Water Management - \$9,900.00;
2. Redesign Athletic fields, including:

- a. Change natural grass to synthetic turf (including required changes to underground storm water drainage system);
- b. Design and develop specifications for a steel I-beam grandstand for 1,200 people; and
- c. Design and develop specifications for an enclosed outdoor storage / athletic equipment storage building - \$27,980.00

3. Schedule C Compensation of the Architect

Section C.1 Architect's Fee is revised to include as follows:

- C.1.3 The Architect shall be paid the amount of \$37,880.00 for the additional services outlined in Item 2 of this Amendment 4.

The Fixed Fee is increased to a total of \$4,475,895.00.

Section C.3 Reimbursables – The total amount of reimbursable expenses is increased an additional \$50,000.00 and is revised as follows:

C.3.2 Costs of these expenditures are on a not to exceed basis of \$300,000.00

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. 4.

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Edgwick C. Johnson Date: 9/11/08
Edgwick C. Johnson
Secretary

BY: Richard M. Daley Date: _____
Richard M. Daley
Chairman

ARCHITECT

DESTEFANO AND PARTNERS, LTD.

By: Mary Ann Van Hook Date: AUGUST 25 2008
James R. DeStefano MARY ANN VAN HOOK
Chief Executive Officer SECRETARY / SHAREHOLDER
DESTEFANO AND PARTNERS LTD.

Subscribed and sworn to me this

25th day of August 2008.

Connie A Miller
Notary Public

My Commission expires: 6-23-2011

(Seal of Notary)



THE STATE OF
NEW YORK
OFFICE OF THE
COMMISSIONER OF
THE STATE ENGINEERING BOARD

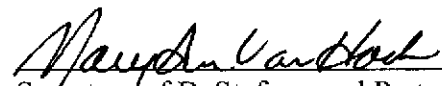
DE STEFANO + PARTNERS


CERTIFIED COPY OF RESOLUTION OF BOARD OF MANAGERS

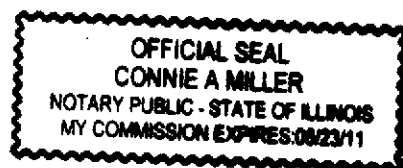
I, MARY ANN VAN HOOK, do hereby certify that I am the duly elected and qualified Secretary of DeStefano and Partners, Ltd., an Illinois corporation, and the following is a true and correct copy of resolutions adopted unanimously by the Board of Managers of the Corporation at a meeting on August _____, 2008, specially called and properly noticed to take the action described in the resolution.

RESOLVED, that the Board of Managers hereby authorizes and directs any one of the following officers: Scott Sarver, Chief Executive Officer; Duane Sohl, President; Mary Ann Van Hook, Secretary; or Avi Lothan, Treasurer, to execute and deliver, on behalf of DeStefano and Partners, Ltd., the Fourth Amendment Agreement and any subsequent Amendment Agreements, pertaining to Architect of Record Services for the new Westinghouse High School, between the Public Building Commission of Chicago and DeStefano and Partners, Ltd.

Dated: August 25, 2008


Secretary of DeStefano and Partners, Ltd.





AMERICAN EXPRESS 082711
STATE OF ILLINOIS
JAMES A. MILLER
SPECIAL SEAL

DE STEFANO | PARTNERS


RESOLUTION OF BOARD OF MANAGERS

The Board of Managers of DeStefano and Partners, Ltd., hereby authorizes and directs any one of the following officers:

Scott Sarver, Chief Executive Officer;
Duane Sohl, President;
Mary Ann Van Hook, Secretary; or
Avi Lothan, Treasurer,

to execute and deliver, on behalf of DeStefano and Partners, Ltd., the Fourth Amendment Agreement and any subsequent Amendment Agreements, pertaining to Architect of Record Services for the new Westinghouse High School, between the Public Building Commission of Chicago and DeStefano and Partners, Ltd.

August 25, 2008



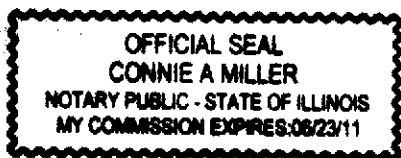
Scott Sarver

Mary Ann Van Hook

Avi Lothan

Being all of the Members of the
Board of Managers of DeStefano and Partners, Ltd.

Connie A. Miller



THE UNIVERSITY OF TEXAS
AT AUSTIN
LIBRARY
1000 EAST BRICKENRIDGE
AUSTIN, TEXAS 78712



MEMORANDUM

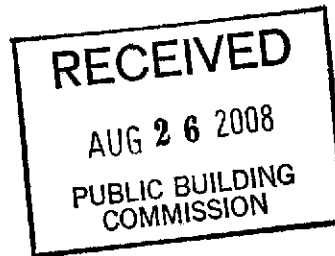
TO: MAYOR RICHARD M. DALEY
FROM: Erin Lavin Cabonargi *ELC*
DATE: August 27, 2008
RE: Amendment Four made part of Professional Service Agreement PS 821, Architect of Record for Westinghouse High School

This Amendment is to provide additional professional services for Westinghouse High School for Architect of Record Services. The fee amount for this amendment is \$37,880.00 with a Reimbursable of \$50,000.00. This appointment was approved at the June 10, 2008 Board of Commissioners meeting.

CC: Pat Harney

*Leaving for Mayor
9-2-08 signature*

DE STEFANO + PARTNERS



August 25, 2008

Deborah Burton
Director of Procurement
Public Building Commission
Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602

**Re: Amendment No. 4
Professional Service Agreement PS 821
Architect of Record Services for Westinghouse High School**

Dear Ms. Burton:

Please find enclosed 2 original-signed and notarized copies of Amendment No. 4 for Professional Services for the new Westinghouse High School. We have included a "Corporate Resolution" signed by the Officers of the Firm authorizing myself, as Secretary of the Firm or any other Officers of the Firm to sign on behalf of DeStefano and Partners, Ltd. These documents have also been notarized and dated.

We look forward to continuing our Professional Services with the Public Building Commission. Thank you for your time with this matter. Please feel free to contact me at 312-464-6494 with any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Ann Van Hook".

Mary Ann Van Hook
DeStefano and Partners, Ltd.

cc: Main File- 2643
Jim DeStefano
Duane Sohl
Jeff Peck
Sang Shin

DE STEFANO—PARTNERS

August 25, 2008

Deborah Burton
Director of Procurement
Public Building Commission
Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602



**Re: Amendment No. 4
Professional Service Agreement PS 821
Architect of Record Services for Westinghouse High School**

Dear Ms. Burton:

Please find enclosed 2 original-signed and notarized copies of Amendment No. 4 for Professional Services for the new Westinghouse High School. We have included a "Corporate Resolution" signed by the Officers of the Firm authorizing myself, as Secretary of the Firm or any other Officers of the Firm to sign on behalf of DeStefano and Partners, Ltd. These documents have also been notarized and dated.

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Mary Ann Van Hook
DeStefano and Partners, Ltd.

cc: Main File- 2643
Jim DeStefano
Duane Sohl
Jeff Peck
Sang Shin



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

BOARD OF COMMISSIONERS

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City of Chicago

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Apostolic Church of God

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John E. Wilson, Ltd.
Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

August 1, 2008

Mary Ann Van Hook
DeStefano and Partners, Ltd.
445 East Illinois Street, Suite 250
Chicago, IL 60611

Re: **Amendment No. 4**
Professional Service Agreement PS 821
Architect of Record Services for Westinghouse High School

Dear Ms. Van Hook:

Enclosed is Amendment No. 4 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. If another officer of the corporation signs the Amendment a **Corporate Resolution** authorizing that officer to sign on behalf of the corporation must be returned with the Amendment.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO
FOURTH AMENDMENT
CONTRACT NUMBER PS821**

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WITNESSETH:

WHEREAS, the Commission and Architect have heretofore entered into an Agreement dated the 8th day of March, 2005, ("Agreement"), wherein the Architect is to provide Architect of Record Services for New Westinghouse High 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 A.5 – ADDITIONAL RESPONSIBILITIES AND REPRESENTATIONS is revised to add the following services:

A.5.2 . The Architect shall provide the following PBC-requested additional services:

1. Redesign storm water detention system in conformance with requirements of the City of Chicago Department of Water Management - \$9,900.00;
2. Redesign Athletic fields, including:

- a. Change natural grass to synthetic turf (including required changes to underground storm water drainage system);
- b. Design and develop specifications for a steel I-beam grandstand for 1,200 people; and
- c. Design and develop specifications for an enclosed outdoor storage / athletic equipment storage building - \$27,980.00

3. Schedule C Compensation of the Architect

Section C.1 Architect's Fee is revised to include as follows:

C.1.3 The Architect shall be paid the amount of \$37,880.00 for the additional services outlined in Item 2 of this Amendment 4.

The Fixed Fee is increased to a total of \$4,475,895.00.

Section C.3 Reimbursables – The total amount of reimbursable expenses is increased an additional \$50,000.00 and is revised as follows:

C.3.2 Costs of these expenditures are on a not to exceed basis of \$300,000.00

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. 4.

ATTEST:

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

BY: _____ Date: _____
Edgrick C. Johnson
Secretary

BY: _____ Date: _____
Richard M. Daley
Chairman

ARCHITECT

DESTEFANO AND PARTNERS, LTD.

By: _____ Date: _____
James R. DeStefano
Chief Executive Officer

Subscribed and sworn to me this

_____ day of _____ 20_____.

Notary Public

My Commission expires: _____

(Seal of Notary)

Amendment	Project	Consultant	Reason for the Proposed Amendment	Amount of the Proposed Amendment	Consultant's Fee Including the Proposed Amendment Fee	Current Cost of Construction (including approved change orders)	Consultant's Fee Proposed Amendment Fee as a % of the Current Cost of Construction
	Southwest Area Middle School	GREC Architects (PS 1105 - A2) AOR	<p>This amendment represents PBC-requested additional services in the amount of \$128,027.00 for the AOR to provide the following:</p> <ol style="list-style-type: none"> 1. Provide AOR observation during the construction phase of the project as follows: attend weekly progress meetings on-site, prepare field reports (1 per site visit), monitor progress and quality of construction completed, and verify the work is being performed in accordance with the Contract documents. Allocated time for this activity is an average of 12 hours per week and assumes a construction phase period of 61 calendar weeks - \$91,500.00; 2. Provide additional AOR design services to widen the west private drive, revisions to the north and west private drive paving that will structurally accommodate CTA and CPS bus traffic and parking, revisions to the storm detention system to prevent ponding of water on the private drive areas, and revisions to the landscaping adding additional sidewalks at bus drop off areas - \$17,727.00; 3. As requested by CPS, provide additional AOR design phase services to complete working drawings associated with changes to the kitchen equipment - \$19,800.00. <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$129,027.00	\$2,041,183.00	\$33,510,361.00	6.1%
	New Westinghouse High School	DeStefano + Partners (PS 821-A4) AOR	<p>This amendment will compensate the AOR for the following PBC-requested additional services in the lump sum amount of \$37,880.00:</p> <ol style="list-style-type: none"> 1. Redesign storm water detention system in conformance with requirements of the City of Chicago Department of Water Management - \$9,900.00; 2. Redesign Athletic fields, including: <ol style="list-style-type: none"> a. Change natural grass to synthetic turf (including required changes to underground storm water drainage system); b. Design and develop specifications for a steel I-beam grandstand for 1,200 people; and c. Design and develop specifications for an enclosed outdoor storage / athletic equipment storage building - \$27,980.00 <p>In addition, the original AOR agreement included a \$250,000.00 budget for Reimbursable Expenses (including reimbursement of PBC approved fees for Specialty Consultants). Approximately \$5,000.00 remains in that budget. That amount will not be sufficient and therefore, this amendment will increase the Reimbursable Expenses budget by \$50,000.00 to a total of \$300,000.00.</p> <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$37,880.00	\$4,475,895.00	\$69,089,000.00	6.5%

Project	Consultant	Reason for the Proposed Amendment	Amount of the Proposed Amendment	Consultant's Fee Including the Proposed Amendment Fee	Current Cost of Construction (including approved change orders)	Consultant's Fee Including the Proposed Amendment Fee as a % of the Current Cost of Construction
7th District Police Station	VOA Architects (PS 623 - A5) AOR	<p>This amendment represents PBC-requested additional services in the amount of \$125,160.00 for the Architect of Record to provide the following design services:</p> <ol style="list-style-type: none"> 1. As a result of the prototype design review in August 2006, the AOR will provide design and engineering services related to program revisions, preparations of Furniture, Fixtures, and Equipment specifications and standards and telecommunications tower study - \$50,000.00; 2. Additional design and engineering services related to Telecom Program Changes - \$39,220.00; 3. Extension of construction phase services as a result of the substantial completion date for the project being revised from August 5, 2006 to September 8, 2006 - \$35,940.00. <p>In addition, the original AOR agreement included \$25,000.00 for Reimbursable Expenses. The total original Reimbursable Expenses has been used and this amendment will increase the Reimbursable Expenses by any additional \$25,000.00 to cover any Reimbursables through the completion of the project.</p> <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$125,160.00	\$978,172.50	\$21,078,961.88	4.6%
7th District Police Station	Bradshaw Construction & Management (PS 1028 -A2) OR	<p>This amendment represents PBC-requested additional services in the amount of \$137,228.00 for the Owner's Representative to provide the following:</p> <ol style="list-style-type: none"> 1. Extend full-time field services throughout the duration of Construction as a result of the substantial completion date for the project being revised from August 5, 2006 to September 8, 2006 - \$66,221.00; 2. Provide additional Construction Management, Supervision Services, Quality Assurance Oversight, and Scheduling Analysis Services - \$71,006.00 <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$137,228.00	\$628,997.00	\$21,078,961.88	3.0%
9th District Police Station	Wright & Company (PS 954 - A3) AOR	<p>This amendment represents PBC-requested additional services in the amount of \$178,800.00 for the Architect of Record to provide the following:</p> <ol style="list-style-type: none"> 1. Additional Construction Administration services not part of the existing contract - \$178,000.00; 2. A consultant to perform soil evaluation of existing soil conditions and suitability of use - \$800.00. <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$178,800.00	\$1,001,940.00	\$28,977,000.00	3.5%

Project	Consultant	Reason for the Proposed Amendment	Amount of the Proposed Amendment	Consultant's Fee Including the Proposed Amendment Fee	Current Cost of Construction (including approved change orders)	Consultant's Fee Including the Proposed Amendment Fee as a % of the Current Cost of Construction
4 Engle Company 121	DLR Group (PS 595 - A5) AOR	<p>This amendment represents PBC-requested additional services in the amount of \$2,837.50 for the Architect of Record to provide the following design services:</p> <ol style="list-style-type: none"> 1. Reconfiguration of the west median near the Metro train tracks to meet CDOT requirements - \$1,042.50; 2. Modify the alley design - \$1,795.00. <p>In addition, the original AOR agreement included \$15,000.00 for Reimbursable Expenses. This amendment will increase the Reimbursable Expenses by an additional \$3,000.00 to cover any additional document reproduction, and distribution and additional project status meeting costs related to both increased time and scope of the project.</p> <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$2,837.50	\$336,152.50	\$9,225,346.00	3.7%
5 Engle Company 70	Bauer Letzka Studios (PS 614 - A6) AOR	<p>This amendment will compensate the AOR for the following PBC-requested additional services in the lump sum amount of \$59,598.00 for numerous modifications, additions, and adjustments to the Prototype Engle Company design, including:</p> <ol style="list-style-type: none"> 1. Redesign of pavements in apparatus bay, waiting areas, and driveways. 2. Addition of median restoration detail. 3. Revision of sidewalk ramp design. 4. Revision of details for catch basin. 5. Revision and addition of details for alley reconstruction. 6. Addition of details for street pavement restoration. 7. Design details for 6' meter vault. 8. Modifications of solar panel design. 9. Addition of switch and signage for overhead doors. 10. Relocation of gas meter. 11. Addition of low mercury lighting. 12. Detail of movable partition. 13. Revision of fence along waiting area. 14. Additional survey coordination. 15. Revision of doors at peristyles. 16. Design of railing at overhead peristyle door. 17. Modification of radio BDA. <p>The services represented in the amendment were not included in the original scope of the Professional Services Agreement.</p>	\$59,598.00	\$331,121.00	\$9,409,258.19	3.5%

Project	Consultant	Reason for the Proposed Amendment	Amount of the Proposed Amendment	Consultant's Fee Including the Proposed Amendment Fee	Current Cost of Construction (including approved change orders)	Consultant's Fee Including the Proposed Amendment Fee as a % of the Current Cost of Construction
Engine Company 121	DLR Group (PS 585 - A5) AOR	<p>This amendment represents PBC-requested additional services in the amount of \$2,837.50 for the Architect of Record to provide the following design services:</p> <ol style="list-style-type: none"> 1. Reconfiguration of the west median near the Metra train tracks to meet CDOT requirements - \$1,042.50; 2. Modify the alley design - \$1,795.00. <p>In addition, the original AOR agreement included \$15,000.00 for Reimbursable Expenses. This amendment will increase the Reimbursable Expenses by an additional \$3,000.00 to cover any additional document reproduction, and distribution and additional project status meeting costs related to both increased time and scope of the project.</p> <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$2,837.50	\$338,152.50	\$9,225,346.00	3.7%
Engine Company 70	Bauer Labozza Studios (PS 814 - A6) AOR	<p>This amendment will compensate the AOR for the following PBC-requested additional services in the lump sum amount of \$59,598.00 for numerous modifications, additions, and adjustments to the Prototype Engine Company design, including:</p> <ol style="list-style-type: none"> 1. Redesign of pavements in separate bay, training areas, and driveways. 2. Addition of median restoration detail. 3. Revision of sidewalk ramp design. 4. Revision of details for catch basin. 5. Revision and addition of details for alley reconstruction. 6. Addition of details for street pavement restoration. 7. Design details for 8' meter vault. 8. Modifications of solar panel design. 9. Addition of switch and signage for overhead doors. 10. Relocation of gas meter. 11. Addition of low mercury lighting. 12. Deletion of movable partition. 13. Revision of fence along training area. 14. Additional survey coordination. 15. Revision of doors at penthouse. 16. Design of railing at overhead penthouse door. 17. Modification of radio BDA. <p>The services represented in the amendment were not included in the original scope of the Professional Services Agreement.</p>	\$59,598.00	\$331,121.00	\$9,408,256.19	3.5%

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

PA No.: 4

Client:	<u>Chicago Public Schools</u>	Date:	<u>05/28/08</u>
Project Name:	<u>New Westinghouse High School</u>	Project Number:	<u>CPS20</u>
Consultant:	<u>DeStefano + Partners</u>	PS Number:	<u>PS821</u>
Requestor:	<u>Gavin Tun</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>37,880.00</u>
	Original Consultant's Fee:	\$	<u>2,599,840.00</u>
	Previously Approved Amendments:	\$	<u>1,838,175.00</u>
	Current Consultant's Fee:	\$	<u>4,438,015.00</u>
	Proposed Revised Consultant's Fee:	\$	<u>4,475,895.00</u>
Funding Source for Proposed Amendment:	<u>4.04 AOR Additional Services</u>		

ADDITIONALLY AS A RESULT OF THIS AMENDMENT:

The Consultant's Reimbursables will be	<input checked="" type="checkbox"/> Increased by: <input type="checkbox"/> Decreased by:	\$	<u>50,000.00</u>
	Original Consultant's Reimbursables:	\$	<u>250,000.00</u>
	Previously Approved Amendments:	\$	<u>0.00</u>
	Current Consultant's Reimbursables:	\$	<u>250,000.00</u>
	Proposed Revised Consultant's Reimbursables:	\$	<u>300,000.00</u>
Funding Source for Proposed Amendment:	<u>4.04 AOR Additional Services</u>		

DESCRIPTION OF AMENDMENT:

This amendment will compensate the AOR for the following PBC-requested additional services in the lump sum amount of \$37,880.00: This amendment will compensate the AOR for the following PBC-requested additional services in the lump sum amount of \$37,880.00:

1. Redesign the storm water detention system in conformance with requirements of the City of Chicago Department of Water Management - \$9,900.00;
2. Redesign of athletic fields, including:
 - a) Change natural grass to synthetic turf (including required changes to underground storm water drainage system);
 - b) Design and develop specifications for a steel I-Beam grandstand for approx. 1,200 people; and
 - c) Design and develop specifications for an enclosed outdoor storage / athletic equipment storage building - \$27,980.00.

In addition, increase the Reimbursable expense budget by \$50,000.00 for a total of \$300,000.00.

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

Additional Professional Services:

1. Design change required by Dept. of Water Management.
2. Scope changes requested by the client agency.

Reimbursable Expenses: The original AOR agreement included a \$250,000.00 budget for Reimbursable Expenses (including reimbursement of PBC approved fees for Specialty Consultants). Approximately \$55,000.00 remains in the budget. That amount will not be sufficient and therefore, this amendment will increase the Reimbursable Expense budget by \$50,000.00 to a total of \$300,000.00.

Approved - Project Manager



Approved - Design Manager

Approved - PBC Director of Planning and Design

Approved - Client agency (If Required)

Attachment: (As required)

Scanned
by
G. Tun
ENTERED

DE STEFANO + PARTNERS

RECEIVED

Revised May 01, 2008

by: G. Tun

Gavin Tun
PBC Program Management Office
Parsons
10 South Riverside Plaza, Suite 400
Chicago, IL 60606

MAY 02 2008

Project No. 14448-03020 Project Name: W. House
File Code: d.f Log # _____

Re: Westinghouse High School
Phase 4 – Additional Services Request

PUBLIC BUILDING COMMISSION OF CHICAGO
PROGRAM MANAGEMENT OFFICE (PMO)

Dear Mr. Tun,

We have received your letter dated January 24, 2008 relative to our team's additional services for the Phase 4 Site Development work. We have been discussing the issue of design services for this portion of the project with the PBC since March of 2005 and with you more recently. To date, we have submitted 4 letters to various people at the PBC on this issue. We understand the items you noted in your letter indicating portions of our contract with the PBC that relate to the "Athletic fields, etc. being in our scope of work." However, the Contract which includes the "Transfer Documents" has contradicting information. In our meeting with you on April 7, 2008 we went through these issues. You requested that we put this information together with our response to your letter.

The main issues as it relates Transfer / Construction Documents are as follows:

- The Phase 4 work was not developed to the "Transfer Level". Refer to attached copy of Transfer Documents sheet L1.1 and A5.1. These drawings do not have any "keying" to details, enlarged plans, or other information that is at any level of construction documents. Volume 1 of 3 of the transfer documents dated March 2004 indicates "CPS does not currently have standards for exterior football field/soccer field turf or drainage; football goal post; soccer goals; pole vault, high jump, long jump or discus equipment. Therefore, the AOR is required to secure the services of a specialty consultant well versed in the aforementioned scope of work, who is able to generate a performance specification in CPS standard format. Several review meetings (maximum 3) with the CPS technical committee will be required as part of this consultant's scope of work." Refer to attached "Project Information 2.D.3." Our contract with the PBC indicates that a "Specialty Consultant" is considered an additional service. Refer to attached contract page 31 of 38-C.3.3.2.
- The 50 million dollar budget in the contract did not include Phase 1 (Site Demolition-refer to section 2d Terms and Definitions), did not include the actual transfer budget of the project in March 2005 (refer to estimates of transfer documents), did not include the Phase 3 (Demolition/Remediation of existing building), and did not include the Phase 4 Site Development work. You are correct that the contract indicates that the athletic fields are included in the budget; however all parties are aware that the school design as transferred by CPS to the PBC had an actual bid cost of approximately 83 million dollars without the athletic fields. Therefore, the athletic fields were not included in the 50 million dollar budget.
- In addition to the above, we are requesting additional services for the city's required changes to the storm water piping, CPS's changes/additions to the athletic fields and changing our Landscape Architect to be a reimbursable consultant.

Base Services – Specialty Consultants

Landscape (Bauer Latoza).....	\$8,000.00
Specifications.....	4,000.00
Subtotal.....	\$12,000.00

4) Phase 2 – Contract with PBC – Reimbursable Consultant – Landscape Architect

Pursuant to our Professional Service Agreement our Landscape Architect is a Specialty Consultant and not part of our fixed fee. Refer to attached contract page 31 of 38-C.3.3.2. Therefore, we are requesting that our Landscape Architect be removed from our base service fee and their fee be paid as a reimbursable expense.

For this change please find below Bauer Latoza's original fee proposal:

Base Services – Specialty Consultants

Landscape (Bauer Latoza).....	\$49,800.00
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We request that prior to completing the Construction Documents for Phase 4, that the Public Building Commission receive a written sign-off from CPS on the final scope of work.

We would also like to request that our reimbursable expenses be increased to accommodate additional printing associated with bidding and shop drawings.

Thank you for your time on this matter.

Sincerely,
DeStefano and Partners, Ltd.



Jeff Peck

cc: James DeStefano – DeStefano and Partners
Mary Ann Van Hook - DeStefano and Partners
Main File 2643 1.8

We are requesting the following additional services:

1) Phase 4 – Transfer / Construction Documents

Basic Services Fee

Architectural (D+P).....	\$69,260.00
Associate Architect (IDI).....	5,700.00
Civil (EDI)	9,600.00
MEPFP (ESD).....	15,600.00
Subtotal	\$100,160.00

Base Services – Specialty Consultants

Landscape (BauerLatoza).....	\$30,800.00
Cost Consulting (CCS).....	* 8,250.00
LEED Coordinator (HJK).....	10,800.00
Subtotal	\$49,850.00

* Based on providing three estimates.

2) Phase 4- Storm Water Management Plan (changes required by Department of Water Management)

The storm water detention system as transferred was designed to discharge into the sewer system in Homan Avenue. In a meeting on June 29, 2008, The Department of Water Management directed us to split the sewer system and discharge the storm water into both Homan Avenue and Spaulding Avenue.

For this change we are requesting the following additional service:

Basic Services Fee

Architectural (D+P).....	\$1,000.00
Civil (EDI)	8,900.00
Subtotal	9,900.00

Base Services – Specialty Consultants – N/A

3) Phase 4 - CPS Changes to Original Concept Design

As requested by CPS we will change the natural grass athletic field to synthetic turf including the required changes to the underground storm water system. Additionally, we have been requested to provide a steel I-beam grandstand for approximately 1200 people and an enclosed outdoor storage / athletic equipment storage building. As CPS does not have specifications for these items we will develop and provide these.

For these changes and development of the specifications, we are requesting the following additional service:

Basic Services Fee

Architectural (D+P).....	\$6,960.00
Associate Architect (IDI).....	1,520.00
Civil (EDI)	6,200.00
Structural (RME).....	8,500.00
MEPFP (ESD).....	4,800.00
Subtotal	\$27,980.00