

PUBLIC BUILDING COMMISSION OF CHICAGO

SECOND AMENDMENT  
31<sup>ST</sup> STREET HARBOR – COASTAL PROJECT  
SPECIALTY CONSULTANT & INSPECTION SERVICES  
PROJECT NO: 11120  
CONTRACT NUMBER PS1832

**SECOND AMENDMENT AGREEMENT** is made and entered into as of the 8<sup>th</sup> day of May, 2012, 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 that the Consultant shall perform additional Material Testing Inspection Services at the 31<sup>st</sup> Street Harbor – Coastal Project. The Scope of Additional Services for this Second Amendment is detailed in Attachment A.

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

**C.1** The Consultant shall be paid the Not to Exceed Fee of **\$210,524.00** for the Additional Services set forth herein this Second Amendment.

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 full force and effect.

*(Signature Page follows)*

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EXECUTION PAGE

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

PUBLIC BUILDING COMMISSION OF CHICAGO

BY: Ral Emanuel  
Chairman

Date: 6/22/12

ATTEST:

BY: [Signature]  
Secretary

Date: 6/27/12

W.F. BAIRD & ASSOCIATES LTD.

By: [Signature]  
President

Date: 5/9/12

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Dane

State of: Wisconsin

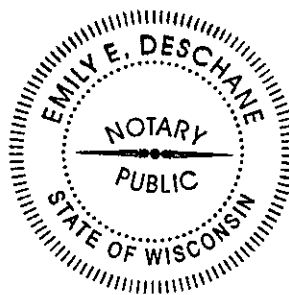
Subscribed and sworn to before me by David J. Werren and \_\_\_\_\_

on behalf of Consultant this 9th day of May, 2012.

[Signature]  
Notary Public

My Commission expires: Sept 1, 2013

(SEAL OF NOTARY)



Approved as to form and legality

Jacinta Epting  
Neal & Leroy, LLC

Date: 6/14/2012

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ATTACHMENT A  
SCOPE OF SERVICES

Consultant to provide additional material testing inspection services for the coastal break wall installation through July 31, 2012, service includes, but is not limited to the following:

Consultant level of service provides for an Inspector to be available during an average 40 hour work week.

Surveys of the Armor Stone to be verified on a periodic basis. Consultant to schedule surveys within an average 40 hour work week and eliminate the need to be on-site on a full-time basis. Consultant will conduct barge readings during the week and will calculate the stone tonnage from the barge measurements and enter the results in the log.

The Commission shall pay the Consultant for the satisfactory performance of the Services a Not to Exceed Fee ("Fee") of **\$210,524.00** for all work included herein Attachment A.

• December 1, 2011 through January 31, 2012

Experienced Inspector	48 hrs/wk @ \$145/hr @ 80% =	\$5,568
Mid-Level Inspector	36 hrs/wk @ \$93.45 @ 80% =	\$2,691
Principal	3 hrs/wk @ 169/hr =	\$507
Expenses		<u>\$1,000</u>
	Weekly Total	<del>\$9,766</del>

8.3 weeks (60 days – 2 holidays) @ \$9,766/week	=	\$81,058
30 hrs @ \$93.45	=	\$2,804
Expenses @ \$750	=	<u>\$750</u>
	Total	<b>\$84,612</b>

• February 1, 2012 through July 31, 2012

Experienced Inspector	89 hrs @ \$150/hr	= \$13,350
Principal	7 hrs @ 186/hr	= \$1,302
Expenses		= <u>\$2,936</u>
		<b>\$17,588</b>

• April 2, 2012 through July 31, 2012

On-site Personnel – average 40 hour work week  
40 x \$150 = \$6,000 per week

Office Support		
2 hrs per week x \$186	=	\$372 per week
17 weeks @ \$6,372	=	<b>\$108,324</b>

**\$84,612 + \$17,588 + \$108,324**

**TOTAL = \$210,524**