

**AMENDMENT TWO  
DESIGN-BUILD SERVICES AGREEMENT  
HANCOCK REPLACEMENT SCHOOL  
CONTRACT NUMBER PS3022**

This Amendment to Agreement Number **PS3022** (“**Amendment**”) is entered into as of April 13, 2021 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 **KRM ALL Joint Venture, LLC**, an Illinois corporation, with offices at 312 North May Street Chicago, Illinois 60607 (“**KAJV**” or “**Design-Builder**”) and hereby amends the Agreement for Design-Build Services for the Hancock Replacement School (the “**Agreement**”) dated March 19, 2019, between the Commission and the Design-Builder as further set forth herein. Collectively, PBC and KAJV or Design-Builder are referred to herein as the “**Parties**.”

**RECITALS**

**WHEREAS**, the Commission, on behalf of the Chicago Public Schools, has undertaken the planning, design, and construction of the Hancock Replacement School (the “**Project**”) located at 5437 West 64<sup>th</sup> Place Street, 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 October 1, 2018, the Board of Commissioners of the Public Building Commission of Chicago (PBC Board) approved a Partial Undertaking with Chicago Public Schools for twelve capital projects including Hancock in the amount of \$228,240,000; and

**WHEREAS**, at its regular meeting on March 19, 2019, the Board of Commissioners of the Public Building Commission of Chicago (PBC Board) approved an Undertaking with Chicago Public Schools for the Project in the amount of \$82,000,000; and

**WHEREAS**, at its regular meeting on March 19, 2019, the PBC Board approved the appointment of KAJV to be the Design-Builder for the Project; and

**WHEREAS**, the Commission approved an Initial Guaranteed Maximum Price (“**GMP**”) of \$36,516,786 with KAJV for the Project; and

**WHEREAS**, the Commission approved an Amendment One GMP in the amount of \$74,035,000 with KAJV for the Project; and

**WHEREAS**, the Commission approved an Amendment Two GMP in the amount of \$75,658,605 (including the \$74,035,000 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 **\$75,658,605**, 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 "Amendment One Guaranteed Maximum Project Cost Form" and **REPLACE** with the revised "Amendment Two Guaranteed Maximum Project Cost Form."

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 committ the Design Builder to all terms and conditions of this Amendment.

All terms not definied 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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# HANCOCK REPLACEMENT SCHOOL

## Amendment Two

### GUARANTEED MAXIMUM PROJECT COST FORM

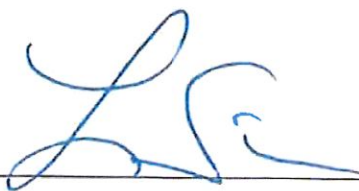
Description	Cost
<b>1. General Conditions</b>	<u>\$3,355,300.00</u>
<b>2. Payment and Performance Bond &amp; Insurance</b>  Payment and Performance Bond <u>\$351,969.25</u>  Insurance <u>\$332,220.00</u>	<u>\$684,189.25</u>
<b>3. Design Phase Services</b> (including but not limited to services and deliverables associated with the following areas: architecture, engineering, LEED, commissioning, utilities, way-finding, traffic, associated permitting as required; and coordination of the entitlement (Planned Development) process.	<u>\$5,638,857.62</u>
<b>4. Cost of the Work</b> Cost of Construction (including Building Construction, Site Development and Utility Work within contract limits) + Owner Allowances + Design-Builder's Contingency + Commission's Contingency  Cost of Construction* <u>\$58,219,821.10</u>  CCTV Allowance <u>\$300,000.00</u>  Site Work Allowance <u>\$250,000.00</u>  Design-Builder's Contingency <u>\$1,800,000.00</u>  Commission's Contingency (owner directed changes and unforeseen conditions) <u>\$2,000,002.95</u>	<u>\$62,569,824.05</u>
<b>5. Design-Builder's Fee</b> (percentage of the total value of Line 3 + Line 4) <span style="background-color: #008000; color: white; padding: 2px;">5.0%</span>	<u>\$3,410,434.08</u>
<b>6. The Guaranteed Maximum Project Cost Proposal</b> for the design and construction of <b>Hancock Replacement School</b> will be the added values of Lines <b>1 + 2 + 3 + 4 + 5.</b>	<u>\$75,658,605</u>

\*Unused portions of all contingencies and allowances will be returned to the Project's Budget

Contact Name: Keith R. Miller

Firm Name: KRM/ALL Joint Venture

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

4-13-2021


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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment 2.

**ATTEST:**


**PUBLIC BUILDING COMMISSION  
OF CHICAGO**

BY:   
Mayor Lori E. Lightfoot  
Chairman

BY:  Date: \_\_\_\_\_  
Secretary

**DESIGN-BUILDER**

KRM ALL Joint Venture, LLC

By:  Date: 4-13-2021  
President or Approved Signatory

Subscribed and sworn to me this

13<sup>th</sup> day of April 2021


  
Notary Public Signature



My Commission expires: 11/30/2022

(Seal of Notary)

Approved as to form and legality

 Date: 5-10-2021  
Neal & Leroy, LLC