

**PUBLIC BUILDING COMMISSION OF CHICAGO
FOURTH AMENDMENT
CONTRACT NUMBER PS 540**

THIS FOURTH AMENDMENT AGREEMENT is made and entered into as of the 23rd day of September, 2008, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **VOA ASSOCIATES INCORPORATED** ("Architect") dated January 8th, 2002 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 January, 2002, wherein the Architect is to provide Architect of Record Services for 8th District Police Station; 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 A9- Contingent Additional Services is revised to add the following:

A.9.7 The Architect will provide the following services:

- Design and Construction services to correct the non-conforming work related to remedial interior masonry wall lateral supports (clip angles) and gun locker lock replacements;
- Additional field observations to review and respond to items of steel non-conformance, review of Contractor's engineer corrective action;

- Prepare plans (site, landscape, and civil) to revise parking lot#2 to eliminate western most portion from the project, eliminate cul-de-sac and re-open South St. Louis south of W. 63rd Street.

3. Schedule C Compensation of the Architect

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

The Architect shall be paid the amount of \$24,560.50 for the additional services outlined in Item 2 of this Amendment 4.

The Fixed Fee is increased to a total of \$457,918.50.

4. Reimbursable expenses are increased by \$1500.00 and Section C.3.2 is revised as follows:

Costs of these expenses are on a not to exceed basis of \$26,500.00 unless authorized by written Amendment pursuant to Section 4(1) of this Agreement.

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.

PUBLIC BUILDING COMMISSION
OF CHICAGO

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

ATTEST:

BY: Edgwick C. Johnson Date: 10-16-08
Edgwick C. Johnson
Secretary

ARCHITECT

VOA ASSOCIATES INCORPORATED

By: Paul Hansen Date: 9/25/08
Paul Hansen
Principal & COO

Subscribed and sworn to me this

25th day of SEPT. 2008.

[Signature]
Notary Public

My Commission expires: 12/12/11

(Seal of Notary)

