

**PUBLIC BUILDING COMMISSION OF CHICAGO  
THIRD AMENDMENT  
CONTRACT NUMBER PS 541**

**THIS THIRD AMENDMENT AGREEMENT** is made and entered into as of the 23<sup>rd</sup> 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 8<sup>th</sup>, 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 8<sup>th</sup> day of January, 2002, wherein the Architect is to provide Architect of Record Services for 17<sup>th</sup> 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 administration services to correct the non-conforming work related to remedial interior masonry wall lateral supports (clip angles) and gun locker lock replacements;
- Provide as-built survey as requested by CDOT for portions of the right-of-way surrounding the cul-de-sac on Eastwood;

- Additional field observations to review and respond to items of steel non-conformance.

**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 \$38,768.00 for the additional services outlined in Item 2 of this Amendment 3.

The Fixed Fee is increased to a total of \$450,660.00.

**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. 3.

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

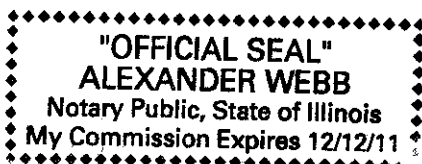
Subscribed and sworn to me this

25<sup>th</sup> day of SEPT. 2008.

*Alexander Webb*  
Notary Public

My Commission expires: 12/12/11

(Seal of Notary)



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