

AMENDMENT AGREEMENT NO. 1

THIS AMENDMENT AGREEMENT is made and entered into, by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois (herein after referred to as the “Commission”) and VOA Associates Incorporated (herein after referred to as the “Architect”).

WITNESSETH:

WHEREAS, the Commission and the Architect have heretofore entered into an Agreement dated December 10, 2002, (herein after referred to as the “Agreement”), wherein the Architect is to perform certain professional services associated with the construction of 12th District Police Station; and

WHEREAS, the Commission and the Architect now desire to amend the Agreement to provide for additional Services; and

WHEREAS, Section 4.a of the agreement provides that the Commission and the Architect may, from time to time, and by mutual agreement make amendments to the Services describe in Schedule A; and

WHEREAS, Section 4.1 of the Agreement provides that the Commission and the Architect may, from time to time, by mutual agreement, make changes to the terms of the Agreement or in the Scope of Services, including increases or decreases in the amount of compensation and revisions to the duration of Services, by written amendment;

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

The Architect will perform revisions necessary to increase the floor-to-floor height by eight (8) inches to allow for additional ductwork and deeper steel sections. The Architect will provide LEED analysis services in phases.

Phase 1 - Preliminary Design/Case Study

1. Preliminary LEED analysis based on existing prototype.
2. Preliminary Spec analysis of exiting prototype Specifications.
3. Preliminary Cost analysis for LEED certification and design fee estimates.
4. VOA and its Consultants will study the following LEED credits:
 - Stormwater Management-Rate or Quantity (parking lots & green roof)
 - Stormwater Management-Treatment (credit for parking lot paving system)
 - Water Efficient Landscaping-No irrigation (use of collected storm run off)
 - Optimize Energy Peformance-40% better than ASHRAE 90.1-1997
 - Renewable Energy-5% (solar thermal domestic hot water, review Preon Power report for on-site co-generation)
 - Recycled Content-specify 50% (research available materials)
 - Increase Ventilation Effectiveness

Deliverables: A summary of findings in Phase 1 including all issues mentioned above as well as recommendations for Phase 2.

Phase 2 - Implementation of accepted recommendations of Phase 1

1. Design and incorporation into Contract Documents of all recommendations of Phase 1.
2. Drawing and specification review at 95% Construction Documents to ensure compliance with Phase 1 accepted recommendations.
3. Provide assistance with the preparation and coordination of documentation required for LEED certification.

Deliverables: VOA will coordinate documentation up to 100% Construction Documentation and issue LEED Manual templates to the project team. Submittal to LEED.

3. Schedule C - Compensation of the Architect

The Architect's fixed fee is hereby increased by a not-to-exceed amount of \$101,062.00 as follows:

- | | |
|----------------------------------|---------------|
| ▪ Increase floor-to-floor height | - \$ 5,368.00 |
| ▪ Phase 1 LEED Analysis Services | - \$ 8,519.00 |
| ▪ Phase 2 LEED | - \$87,175.00 |


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 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 full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement No. 1.

ATTEST:

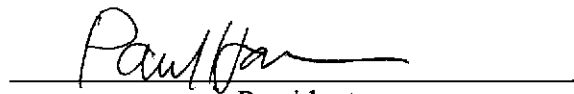
**PUBLIC BUILDING COMMISSION
OF CHICAGO**


Secretary


Chairman

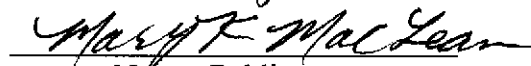
CONSULTANT

VOA Associates Incorporated


President

Subscribed and sworn to before me this

5th day of August 2005.


Notary Public

My Commission expires: 06/16/2008

(Seal of Notary)

