

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 the 7th District Police Station; and

WHEREAS, the Commission and the Architect now desire to amend the Agreement to revise the completion date of the Architect’s services; and

WHEREAS, Section 4.a. of the Agreement provides that the Commission and the Architect may, from time to time, by mutual agreement, amend the Agreement by amending Schedule A hereto; and

WHEREAS, Section 4.1. of the Agreement provides that the Commission may, from time to time, issue amendments to the agreement as mutually agreed to by the Architect and incorporated in a written amendment to the Agreement;

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:

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

Increase Floor to Floor Height

The Architect shall perform revisions necessary to increase the floor to floor height. The Architect will perform necessary revisions to the affect drawings and coordinate the revisions with the MEP/FP and Structural subconsultants and review the construction documents for accuracy.

The Architect will provide LEED analysis services in two (2) 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 Peerformance-40% better than ASHRAE 90.1-1997
 - Renewable Energy-5% (solar thermal domestic hot water, review Preon Power report for on-site co-generation)
 - Resource Reuse-specify 5% (research available materials)
 - Recycled Content-specify 50% (research available materials)
 - Increase Ventilation Effectiveness

Deliverable: 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 Document 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 to Four Hundred Eighty Six Thousand Two Hundred and Eight One Dollars and Fifty Cents (\$486,281.50.), an increase of One Hundred and Three Thousand Eight Hundred and Sixty One Dollars and Fifty Cents (\$103,861.50). The increase is allocated to the Scope of Services as follows:

Increase Floor to Floor Height	\$ 5,367.50
Phase 1 LEED Analysis Services	\$ 8,519.00
Phase 2 LEED Analysis Services	\$89,975.00

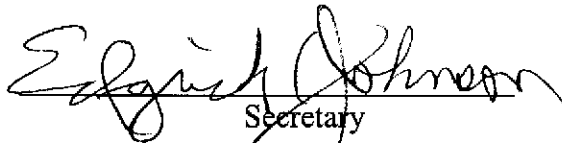
Execution of this Amendment by the Architect is duly authorized by the Architect, and the signature(s) of each person signing on behalf of the Architect have been made with complete and full authority to commit the Architect to all terms and conditions of this Amendment.

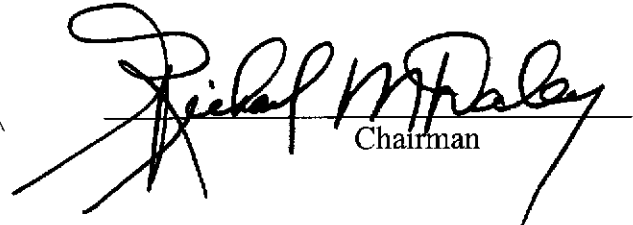
All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. Except as and to the extent that the terms of the Agreement are amended and modified herein, all terms of the Agreement shall remain in full force and effect.

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

ATTEST:

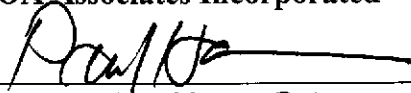
**PUBLIC BUILDING COMMISSION
OF CHICAGO**


Secretary


Chairman

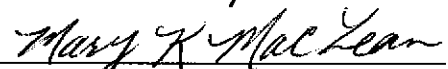
CONSULTANT

VOA Associates Incorporated


President ~~COO~~

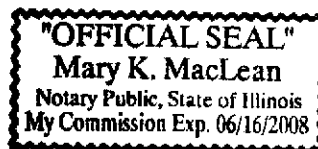
Subscribed and sworn to before me this

29th day of September 2004.


Notary Public

My Commission expires: 06/16/2008

(Seal of Notary)





Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
www.pbcchicago.com

BOARD OF COMMISSIONERS

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Assistant Treasurer
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John E. Wilson, Ltd.
Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
TIMOTHY J. MITCHELL

May 4, 2004

Mr. Kevin M. Curran
Vice President
VOA Associates, Inc.
224 S. Michigan Avenue, Suite 1400
Chicago, Illinois 60604

Re: Architect of Record Services for 7th District Police Station
Agreement No. PS 623 - Amendment 1

Dear Mr. Curran:

Enclosed is Amendment One for the captioned Agreement. Please return the signed and notarized Amendment One to my attention as soon as possible. Upon acceptance of the Amendment by PBC, an executed copy will be returned to you.

If you have any questions or require additional clarification, please feel free to contact me at telephone number (312) 744-9695.

Sincerely,

Edward L. Gronkowski
Contract Negotiator



Memorandum

To : MAYOR RICHARD M. DALEY

From : Montel M. Gayles *Montel M. Gayles*

Date : November 10, 2004

Re : Professional Service Agreement for Architect of Record
Services for the Construction of the 7th District Police Station
Agreement No. PS 623, Amendment No.1,
VOA Associates, Inc.

This Amendment revises the scope of the above referenced Agreement to modify the project design to incorporate design features needed to achieve LEED certification. The total additional compensation due the Architect of Record for these services is \$103,861.50.

MG/eg

RECEIVED

NOV 19 2004

PUBLIC BUILDING
COMMISSION

Paul Hansen
2245 Michigan Ave.
Leoboy



Memorandum

To : MAYOR RICHARD M. DALEY

From : Montel M. Gayles

Date : September 30, 2004

Re : Professional Service Agreement for Architect of Record
Services for the Construction of the 7th District Police Station
Agreement No. PS 623, Amendment No.1,
VOA Associates, Inc.

This Amendment revises the scope of the above referenced Agreement to modify the project design to incorporate design features needed to achieve LEED certification. The total additional compensation due the Architect of Record for these services is \$103,861.50.

MG/eg



Richard J. Daley Center
50 West Washington
Room 200
Chicago, Illinois 60602
(312)744-3090
Fax (312)744-8005
www.pbcchicago.com

BOARD OF COMMISSIONERS

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City of Chicago

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BISHOP ARTHUR BRAZIER
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Forest Preserve District of Cook
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MARÍA SALDAÑA
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Chicago Park District

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Reclamation District

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Partner
McGuireWoods

DON TURNER
President Emeritus
Chicago Federation of Labor

Executive Director
MONTEL M. GAYLES

Assistant Treasurer
JOHN E. WILSON
John E. Wilson, Ltd.
Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
TIMOTHY J. MITCHELL

September 28, 2004

Mr. Kevin M. Curran
Vice President
VOA Associates, Inc.
224 S. Michigan Avenue, Suite 1400
Chicago, Illinois 60604

Re: Architect of Record Services for 7th District Police Station
Agreement No. PS 623 - Amendment 1

Dear Mr. Curran:

Enclosed is a revised Amendment One for the captioned Agreement. Please return the signed and notarized Amendment One to my attention as soon as possible. Upon acceptance of the Amendment by PBC, an executed copy will be returned to you.

If you have any questions or require additional clarification, please feel free to contact me at telephone number (312) 744-9695.

Sincerely,

Edward L. Gronkowski
Contract Negotiator

cc: T. Coleman w/ attachments



November 22, 2004

Richard J. Daley Center
50 West Washington
Room 200
Chicago, Illinois 60602
(312) 744-3090
(312) 744-8005 Fax
www.pbcchicago.com

BOARD OF COMMISSIONERS

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Assistant Treasurer
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John E. Wilson, Ltd.
Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
JOE HARMENING

Paul Hansen
VOA Associates, Inc.
224 South Michigan Avenue
Chicago, IL 60604

Re: Amendment No. 1 Made Part of the Professional Service Agreement PS 623, Architect of Record Services for the Construction of the 7th District Police Station

Dear Mr. Hansen:

Enclosed please find your fully executed Amendment for your files. To confirm the receipt of your Amendment, please sign the enclosed copy of this letter and return the copy to us.

Sincerely,

Lourdes Nur
Director of Procurement

Received the foregoing copy of this Amendment this 24th day of NOVEMBER 2004.

By Paul Hansen

LN/dz



Richard J. Daley Center
50 West Washington
Room 200
Chicago, Illinois 60602
(312)744-3090
Fax (312)744-8005
www.pbcchicago.com

BOARD OF COMMISSIONERS

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John E. Wilson, Ltd.
Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
TIMOTHY J. MITCHELL

September 3, 2004

Mr. Kevin M. Curran
Vice President
VOA Associates, Inc.
224 S. Michigan Avenue, Suite 1400
Chicago, Illinois 60604

Re: Architect of Record Services for 7th District Police Station
Agreement No. PS 623 - Amendment 1

Dear Mr. Curran:

Enclosed is a revised Amendment One for the captioned Agreement. Please return the signed and notarized Amendment One to my attention as soon as possible. Upon acceptance of the Amendment by PBC, an executed copy will be returned to you.

If you have any questions or require additional clarification, please feel free to contact me at telephone number (312) 744-9695.

Sincerely,

Edward L. Gronkowski
Contract Negotiator

cc: T. Coleman w/ attachments

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 the 7th District Police Station; and

WHEREAS, the Commission and the Architect now desire to amend the Agreement to revise the completion date of the Architect's services; and

WHEREAS, Section 4.a. of the Agreement provides that the Commission and the Architect may, from time to time, by mutual agreement, amend the Agreement by amending Schedule A hereto; and

WHEREAS, Section 4.l. of the Agreement provides that the Commission may, from time to time, issue amendments to the agreement as mutually agreed to by the Architect and incorporated in a written amendment to the Agreement;

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:

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 provide LEED analysis services in two (2) phases:

~~Phase 1 - Preliminary Design/Case Study~~

- ~~1. Preliminary LEED analysis based on existing prototype.~~
- ~~2. Preliminary Spec analysis of existing 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 Performance 40% better than ASHRAE 90.1-1997~~
 - ~~• Renewable Energy 5% (solar thermal domestic hot water, review Preon Power report for on-site co-generation)~~
 - ~~• Resource Reuse specify 5% (research available materials)~~
 - ~~• Recycled Content specify 50% (research available materials)~~
 - ~~• Increase Ventilation Effectiveness~~~~

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

KMC 9.15.04

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 Document 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 to Four Hundred Seventy Two Thousand Three Hundred and Ninety Five Dollars and Fifty Cents (\$472,395.00.), an increase of Eighty Nine Thousand Nine Hundred and Seventy Five Dollars (\$89,975.00).

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

Paul K...

President - COO

Subscribed and sworn to before me this

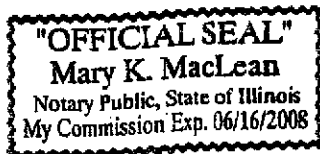
15th day of September 2004.

Mary K MacLean

Notary Public

My Commission expires: 06/16/2008

(Seal of Notary)



Agreement No. PS - 623

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 the 7th District Police Station; and

WHEREAS, the Commission and the Architect now desire to amend the Agreement to revise the completion date of the Architect's services; and

WHEREAS, Section 4.a. of the Agreement provides that the Commission and the Architect may, from time to time, by mutual agreement, amend the Agreement by amending Schedule A hereto; and

WHEREAS, Section 4.1. of the Agreement provides that the Commission may, from time to time, issue amendments to the agreement as mutually agreed to by the Architect and incorporated in a written amendment to the Agreement;

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:

1. Recitals

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2. Schedule A

Scope of Services

Increase Floor to Floor Height

The Architect shall perform revisions necessary to increase the floor to floor height. The Architect will perform necessary revisions to the affect drawings and coordinate the revisions with the MEP/FP and Structural subconsultants and review the construction documents for accuracy.

The Architect will provide LEED analysis services in two (2) 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 Peerformance-40% better than ASHRAE 90.1-1997
 - Renewable Energy-5% (solar thermal domestic hot water, review Preon Power report for on-site co-generation)
 - Resource Reuse-specify 5% (research available materials)
 - Recycled Content-specify 50% (research available materials)
 - Increase Ventilation Effectiveness

Deliverable: 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 Document 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 to Four Hundred Fifty Four Thousand Six Hundred and Seventy Six Dollars and Fifty Cents (\$454,676.50.), an increase of Seventy Two Thousand Two Hundred and Fifty Six Dollars and Fifty Cents (\$72,256.50). The increase is allocated to the Scope of Services as follows:

Increase Floor to Floor Height	\$ 5,367.50
Phase 1 LEED Analysis Services	\$ 8,519.00
Phase 2 LEED Analysis Services	\$58,370.00 91,975.00

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

_____ day of _____ 2004.

Notary Public

My Commission expires: _____

(Seal of Notary)

Agreement No. PS - 624

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 the 12nd District Police Station; and

WHEREAS, the Commission and the Architect now desire to amend the Agreement to revise the completion date of the Architect's services; and

WHEREAS, Section 4.a. of the Agreement provides that the Commission and the Architect may, from time to time, by mutual agreement, amend the Agreement by amending Schedule A hereto; and

WHEREAS, Section 4.1. of the Agreement provides that the Commission may, from time to time, issue amendments to the agreement as mutually agreed to by the Architect and incorporated in a written amendment to the Agreement;

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.

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2. Schedule A

Scope of Services

Increase Floor to Floor Height

The Architect shall perform revisions necessary to increase the floor to floor height. The Architect will perform necessary revisions to the affect drawings and coordinate the revisions with the MEP/FP and Structural subconsultants and review the construction documents for accuracy.

The Architect will provide LEED analysis services in two (2) phases:

Phase 1-Preliminary Design/Case Study

1. Preliminary LEED analysis based on existing prototype.
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 - Optimize Energy Peerformance-40% better than ASHRAE 90.1-1997
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Deliverable: 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

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

3. **Schedule C**

Compensation of the Architect

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Increase Floor to Floor Height \$ 5,367.50

Phase 1 LEED Analysis Services \$ 8,519.00

Phase 2 LEED Analysis Services

~~\$58,370.00~~ **\$89,179.00**

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.

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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

_____ day of _____ 2004.

Notary Public

My Commission expires: _____

(Seal of Notary)

Kevin Curran

From: Kevin Curran
Sent: Thursday, May 06, 2004 8:56 AM
To: Tom Coleman (E-mail)
Cc: Charlotte Brun (E-mail)
Subject: 2004-05-06 District 7/12 Police Stations - LEED contract Amendment

Tom,

We have received the Contract Amendment for the LEED additional services from Ed Gronkowski. The amount indicated in the Phase 2 LEED Design Services is significantly less than our proposal dated March 26, 2004 (revised). From our proposal these amounts are:

District 7 - PS 623 - Phase 2 LEED = \$91,975.00
District 12 - PS 624 - Phase 2 LEED = \$89,175.00

Please advise. Should I talk to Ed about this?

Kevin M. Curran
Vice President
VOA Associates Incorporated
224 South Michigan Avenue
Suite 1400
Chicago, Illinois 60604
E: kcurran@voa.com
T: (312) 554-1400
F: (312) 554-1412
D: (312) 453-7606
www.voa.com

July 15, 2005

Ms. Ellen C. Benodin
Director of Procurement
Public Building Commission of Chicago
Room 200
Richard J. Daley Center
66 W. Washington
Chicago, IL 60602

Re: **7th District Police Station**
Professional Service Agreement PS 623
VOA Project No.: 2443D.00

Dear Ellen,

Per your request to Mike Toolis, please find attached an executed copy of Amendment No. 1 to our Professional Service Agreement PS 623. Please call me should you have any questions.

Sincerely,

VOA ASSOCIATES INCORPORATED



Kevin M. Curran

Vice President

Enclosure

Cc: T. Coleman, PBC
M. Toolis, VOA
P. Hansen, VOA

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