

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIFTH AMENDMENT
CONTRACT NUMBER PS 623**

THIS FIFTH AMENDMENT AGREEMENT is made and entered into as of the 25th day of June, 2008, and is part of the contract 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, INC.**, ("Architect") dated December 10, 2002 with the like operation and effect as if the same were incorporated therein.

WITNESS:

WHEREAS, the Commission and Architect have previously entered into an Contract dated the 10th day of December, 2002, ("Agreement"), wherein the Architect is to provide Architect of Record services 7th District Police Station; and

WHEREAS, the Commission and Architect now desire to amend the Agreement to include additional services to the Scope of Services;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and this amendment, the parties mutually agree to amend the Agreement as here after stated.

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

Completion Date of Services for the construction phase services as a result of the substantial completion date for the project being revised from August 5, 2008 to September 8, 2008.

3. Schedule A

Scope of Services A. 8 -- Additional Responsibilities and Representations is revised to add the following services:

- A.8.4. As a result of the prototype design review in August 2006, the AOR will provide design and engineering services related to program revisions, preparations of Furniture, Fixtures, and Equipment specifications and standards and telecommunications tower study;
- A.8.5. Additional design and engineering services related to Telecom Program

the original AOR agreement included \$25,000.00 for Reimbursable Expenses. The total original Reimbursable Expenses has been used and this amendment will increase the Reimbursable Expenses by any additional \$25,000.00 to cover any Reimbursables through the completion of the project.

4. Schedule C - Compensation of the Architect

Section C.1 Architect Fee is revised to add the following:

C.1.3. The Architect shall be paid the amount of \$125,160.00 for the additional services and time extension outlined in Items 2 and 3 of this Amendment 5. The Fixed Fee is increased to \$978,172.50.

5. Schedule C.3 - Reimbursables

Section C.3.2 is revised as follows:

Costs of these expenses are on a not to exceed basis of \$50,000.00

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 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. 5.

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: *Edgwick C. Johnson* Date: 7-18-08
Edgwick C. Johnson
Secretary

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

ARCHITECT

VOA Associates, Inc.

By: *Kevin M. Curran* Date: 6/26/08
Kevin M. Curran
Vice-President

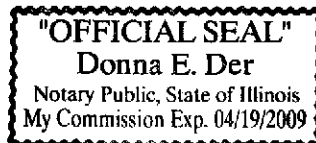
Subscribed and sworn to me this

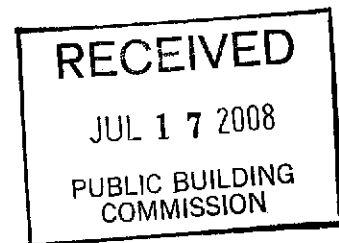
26 day of June 2008.

Donna E. Der
Notary Public

My Commission expires: 4/19/2009


(Seal of Notary)





MEMORANDUM

TO: MAYOR RICHARD M. DALEY

FROM: Erin Lavin Cabonargi 

DATE: June 30, 2008

RE: Amendment Five made part of Professional Service Agreement PS 623, Architect of Record for 7th District Police Station

This Amendment is to provide additional professional services for 7th District Police Station for Architect of Record Services. The fee amount for this amendment is \$125,160.00, with reimbursable of \$25,000.00. This appointment was approved at the June 10, 2008 Board of Commissioners meeting.

CC: Pat Harney



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

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Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

July 18, 2008

Kevin M. Curran
VOA Associates Incorporated
224 South Michigan Avenue, Suite 1400
Chicago, IL 60604

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

Dear Mr. Curran:

You are hereby notified that on June 10, 2008 the Board of
Commissioners approved Amendment No. 5 made part of PS623.

Enclosed, is the above-mentioned executed Amendment for your files.

Sincerely,

Deborah Burton
Director of Procurement

DB/dz



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

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John E. Wilson, Ltd.
Certified Public Accountants

Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

June 25, 2008

Kevin M. Curran
VOA Associates Incorporated
224 South Michigan Avenue, Suite 1400
Chicago, IL 60604

Re: Amendment No. Five made part of the Professional Service Agreement PS 623, Architect of Record Services for 7th District Police Station

Dear Mr. Curran:

Enclosed is Amendment Five to the captioned Agreement. Please return both copies of the signed and notarized amendment to my attention within ten (10) days from the date of this letter.

An incomplete execution page may delay final execution of the Amendment and processing of invoices. Upon acceptance of the amendment by the Public Building Commission, a fully executed copy will be returned to you.

Sincerely,

Deborah Burton
Director of Procurement

DB/dz

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIFTH AMENDMENT
CONTRACT NUMBER PS 623**

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WITNESS:

WHEREAS, the Commission and Architect have previously entered into an Contract dated the 10th day of December, 2002, ("Agreement"), wherein the Architect is to provide Architect of Record services 7th District Police Station; and

WHEREAS, the Commission and Architect now desire to amend the Agreement to include additional services to the Scope of Services;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and this amendment, the parties mutually agree to amend the Agreement as here after stated.

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**
Completion Date of Services for the construction phase services as a result of the substantial completion date for the project being revised from August 5, 2008 to September 8, 2008.

3. **Schedule A**
Scope of Services A. 8 – Additional Responsibilities and Representations is revised to add the following services:

- A.8.4. As a result of the prototype design review in August 2006, the AOR will provide design and engineering services related to program revisions, preparations of Furniture, Fixtures, and Equipment specifications and standards and telecommunications tower study;
- A.8.5. Additional design and engineering services related to Telecom Program

the original AOR agreement included \$25,000.00 for Reimbursable Expenses. The total original Reimbursable Expenses has been used and this amendment will increase the Reimbursable Expenses by any additional \$25,000.00 to cover any Reimbursables through the completion of the project.

4. Schedule C - Compensation of the Architect

Section C.1 Architect Fee is revised to add the following:

C.1.3. The Architect shall be paid the amount of \$125,160.00 for the additional services and time extension outlined in Items 2 and 3 of this Amendment 5. The Fixed Fee is increased to \$978,172.50.

5. Schedule C.3 - Reimbursables

Section C.3.2 is revised as follows:

Costs of these expenses are on a not to exceed basis of \$50,000.00

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 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. 5.

ATTEST:

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

BY: _____ Date: _____
Edgrick C. Johnson
Secretary

BY: _____ Date: _____
Richard M. Daley
Chairman

ARCHITECT

VOA Associates, Inc.

By: _____ Date: _____
Kevin M. Curran
Vice-President

Subscribed and sworn to me this

_____ day of _____ 20____.

Notary Public

My Commission expires: _____

(Seal of Notary)

Amendment	Project	Consultant	Reason for the Proposed Amendment	Amount of the Proposed Amendment	Consultant's Fee Including the Proposed Amendment Fee	Current Cost of Construction (Including approved change orders)	Consultant's Fee Including the Proposed Amendment Fee as a % of the Current Cost of Construction
1	7th District Police Station	VOA Architects (PS 823 - A5) AOR	<p>This amendment represents PBC-requested additional services in the amount of \$125,160.00 for the Architect of Record to provide the following design services:</p> <ol style="list-style-type: none"> 1. As a result of the prototype design review in August 2008, the AOR will provide design and engineering services related to program revisions, preparations of Furniture, Fixtures, and Equipment specifications and standards and telecommunications tower study- \$50,000.00; 2. Additional design and engineering services related to Telecom Program Changes - \$39,220.00; 3. Extension of construction phase services as a result of the substantial completion date for the project being revised from August 5, 2008 to September 8, 2008 - \$35,940.00. <p>In addition, the original AOR agreement included \$25,000.00 for Reimbursable Expenses. The total original Reimbursable Expenses has been used and this amendment will increase the Reimbursable Expenses by any additional \$25,000.00 to cover any Reimbursables through the completion of the project.</p> <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$125,160.00	\$978,172.50	\$21,078,981.88	4.6%
2	7th District Police Station	Bradshaw Construction & Management (PS 1028 -A2) OR	<p>This amendment represents PBC-requested additional services in the amount of \$137,228.00 for the Owner's Representative to provide the following:</p> <ol style="list-style-type: none"> 1. Extend full-time field services throughout the duration of Construction as a result of the substantial completion date for the project being revised from August 5, 2008 to September 8, 2008 -\$88,221.00; 2. Provide additional Construction Management, Supervision Services, Quality Assurance Oversight, and Scheduling Analysis Services - \$71,008.00 <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$137,228.00	\$828,987.00	\$21,078,981.88	3.9%
3	9th District Police Station	Wright & Company (PS 854 - A3) AOR	<p>This amendment represents PBC-requested additional services in the amount of \$178,800.00 for the Architect of Record to provide the following:</p> <ol style="list-style-type: none"> 1. Additional Construction Administration services not part of the existing contract - \$178,000.00; 2. A consultant to perform soil evaluation of existing soil conditions and suitability of use - \$800.00. <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$178,800.00	\$1,001,940.00	\$28,977,000.00	3.5%

Amendment	Project	Consultant	Reason for the Proposed Amendment	Amount of the Proposed Amendment	Consultant's Fee Including the Proposed Amendment Fee	Current Cost of Construction (including approved change orders)	Consultant's Fee Including the Proposed Amendment Fee as a % of the Current Cost of Construction
	4 Engine Company 121	DLR Group (PS 595 - A5) AOR	<p>This amendment represents PBC-requested additional services in the amount of \$2,837.50 for the Architect of Record to provide the following design services:</p> <ol style="list-style-type: none"> 1. Reconfiguration of the west median near the Metra train tracks to meet CDOT requirements - \$1,042.50; 2. Modify the alley design - \$1,795.00. <p>In addition, the original AOR agreement included \$15,000.00 for Reimbursable Expenses. This amendment will increase the Reimbursable Expenses by an additional \$3,000.00 to cover any additional document reproduction, and distribution and additional project status meeting costs related to both increased time and scope of the project.</p> <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$2,837.50	\$338,152.50	\$9,225,348.00	3.7%
	5 Engine Company 70	Bauer Latzo Studios (PS 814 - A6) AOR	<p>This amendment will compensate the AOR for the following PBC-requested additional services in the lump sum amount of \$59,568.00 for numerous modifications, additions, and adjustments to the Prototype Engine Company design, including:</p> <ol style="list-style-type: none"> 1. Redesign of pavements in apparatus bay, training areas, and driveways. 2. Addition of median restoration detail. 3. Revision of sidewalk ramp design. 4. Revision of details for catch basin. 5. Revision and addition of details for alley reconstruction. 6. Addition of details for street pavement restoration. 7. Design details for 6' meter vault. 8. Modifications of solar panel design. 9. Addition of switch and signage for overhead doors. 10. Relocation of gas meter. 11. Addition of low mercury lighting. 12. Deletion of movable partition. 13. Revision of fences along training area. 14. Additional survey coordination. 15. Revision of doors at penthouse. 16. Design of railing at overhead penthouse door. 17. Modification of radio BDA. <p>The services represented in the amendment were not included in the original scope of the Professional Services Agreement.</p>	\$59,568.00	\$331,121.00	\$9,408,258.19	3.5%

Amendment	Project	Consultant	Reason for the Proposed Amendment	Amount of the Proposed Amendment	Consultant's Fee Including the Proposed Amendment Fee	Current Cost of Construction (including approved change orders)	Consultant's Fee including the Proposed Amendment Fee as a % of the Current Cost of Construction
	Southwest Area Middle School	GREC Architects (PS 1105 - A2) AOR	<p>This amendment represents PBC-requested additional services in the amount of \$129,027.00 for the AOR to provide the following:</p> <ol style="list-style-type: none"> 1. Provide AOR observation during the construction phase of the project as follows: attend weekly progress meetings on-site, prepare field reports (1 per site visit), monitor progress and quality of construction completed, and verify the work is being performed in accordance with the Contract documents. Allocated time for this activity is an average of 12 hours per week and assumes a construction phase period of 61 calendar weeks - \$91,500.00; 2. Provide additional AOR design services to widen the west private drive, revisions to the north and west private drive paving that will structurally accommodate CTA and CPS bus traffic and parking, revisions to the storm detention system to prevent ponding of water on the private drive areas, and revisions to the landscaping adding additional sidewalks at bus drop off areas - \$17,727.00; 3. As requested by CPS, provide additional AOR design phase services to complete working drawings associated with changes to the kitchen equipment - \$19,800.00. <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$129,027.00	\$2,041,183.00	\$33,510,361.00	6.1%
	New Westinghouse High School	DeStefano + Partners (PS 821-A4) AOR	<p>This amendment will compensate the AOR for the following PBC-requested additional services in the lump sum amount of \$37,980.00:</p> <ol style="list-style-type: none"> 1. Redesign storm water detention system in conformance with requirements of the City of Chicago Department of Water Management - \$9,900.00; 2. Redesign Athletic fields, including: <ol style="list-style-type: none"> a. Change natural grass to synthetic turf (including required changes to underground storm water drainage system); b. Design and develop specifications for a steel I-beam grandstand for 1,200 people; and c. Design and develop specifications for an enclosed outdoor storage / athletic equipment storage building - \$27,980.00 <p>In addition, the original AOR agreement included a \$250,000.00 budget for Reimbursable Expenses (including reimbursement of PBC approved fees for Specialty Consultants). Approximately \$5,000.00 remains in that budget. That amount will not be sufficient and therefore, this amendment will increase the Reimbursable Expenses budget by \$50,000.00 to a total of \$300,000.00.</p> <p>The services represented in this amendment were not included in the original scope of the Professional Services Agreement.</p>	\$37,980.00	\$4,475,895.00	\$69,089,000.00	6.5%

June 26, 2008

Ms. Deborah Burton
Director of Procurement
Public Building Commission of Chicago
Room 200
Richard J. Daley Center
50 West Washington
Chicago, Illinois 60602



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



Dear Ms. Burton,

Per your request, please find attached two signed copies of Amendment No. 5 to the Professional Service Agreement PS 623.

Sincerely,

VOA ASSOCIATES INCORPORATED

A handwritten signature in cursive script that reads "Kevin M. Curran".

Kevin M. Curran, AIA, LEED AP
Vice President

Enclosure

Cc: M. Toolis, VOA
P. Hansen, VOA

