

**PUBLIC BUILDING COMMISSION OF CHICAGO  
SIXTH AMENDMENT  
CONTRACT NUMBER PS 624**

**THIS SIXTH AMENDMENT AGREEMENT** is made and entered into as of the 10<sup>th</sup> day of May, 2010, 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 INCORPORATED** ("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 10<sup>th</sup> day of December, 2002, ("Agreement"), wherein the Architect was engaged provide Architect of Record Services for the 12<sup>th</sup> District Police Station located on South Ashland Avenue between 14<sup>th</sup> and 15<sup>th</sup> Streets ("Site I") for a Fixed Fee of \$347,070.00 , and Reimbursable Expenses of an amount not to exceed \$25,000.00.

**WHEREAS**, the Commission and Architect entered into the First Amendment to the Agreement on August 5, 2005, which provided that the Architect would perform Additional Services of revising the floor-to-floor by eight inches and LEED analysis on Site I for a Fixed Fee of \$101,062.00, thereby increasing total Fixed Fee to \$475,132.00.

**WHEREAS**, the Commission and Architect entered into the Second Amendment to the Agreement on March 27, 2006, which provided that the Architect would perform Additional Services of programming, designing and revising contract documents for parking site lighting and security cameras on Site I for an amount not to exceed \$3,816.00, thereby increasing the total Fixed Fee to \$478,948.00.

**WHEREAS**, the Commission and Architect entered into the Third Amendment to the Agreement on October 17, 2006, which provided the Architect would perform Additional Services of updating and revising contract documents, preparing two-phased bid documents, cost-estimating for construction documents, preparing a feasibility study of a telecommunications tower, a traffic analysis, and field representation on Site I for a Fixed Fee of \$389,840.00, thereby increasing the Fixed Fee to \$ \$868,788.00.

**WHEREAS**, the Commission and Architect entered into the Fourth Amendment to the Agreement on April 15, 2009, which provided that the Architect would perform the Additional Services of conceptual site design for a site located at 14<sup>th</sup> and Blue Island (Site II) for a Fixed Fee of \$47,997.00, and \$5,000.00 for Reimbursable Expenses, which increased the total Fixed Fee to \$916,785.000 and reimbursable expenses to an amount not to exceed \$30,000.00.

**WHEREAS**, the Commission and Architect entered into the Fifth Amendment to the Agreement on September 8, 2009, which provided that the Architect would perform the Architectural Services for the Project at Site II including, but not limited to, site prep work, utility removal and relocation, rezoning activities, and Lessons Learned from previously constructed police district stations for a Fixed Fee of \$1,117,822.00 (comprised of \$471,661.00 in residual funds for Site I and an additional \$646,161.00) and \$230,340 for Reimbursable Expenses.

**WHEREAS**, the Fifth Amendment to the Agreement increased the total Fixed Fee to \$1,562,946.00 and increased the total Reimbursable Expenses to \$245,888.00, which included a residual of Reimbursable Expenses of \$14,452.00 for Site I.

**WHEREAS**, the Commission and Architect now desire to amend the Agreement to include Additional Services to the Scope of Services to be performed by the Architect for Site II and the amount to be paid by the Commission for such Additional Services as set forth herein below:

**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 Scope of Services**

**Section A. 8 Additional Responsibilities and Representations** is revised to add the following Services:

A.8.6 The Architect is to provide design services required to delete the cogeneration system, two (2) chillers, two (2) boilers, all fan powered boxes, diesel emergency generator, and replace with a ground-source geothermal field, water-to-water heat pumps and a natural gas emergency generator. Scope is defined in the attached proposal dated December 14, 2009 (Revised February 23, 2010).

**3. 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 \$62,000.00 for the additional services outlines in Item 2 of this Amendment 6. The Fixed Fee is increased to \$1,624,946.00.

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.

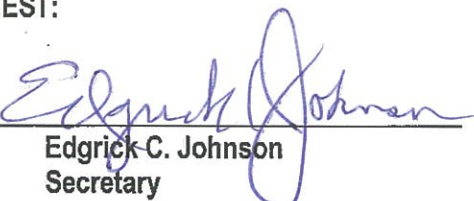
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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 6.

PUBLIC BUILDING COMMISSION  
OF CHICAGO


BY:  Date: \_\_\_\_\_  
Richard M. Daley  
Chairman

ATTEST:

BY:  Date: 6/16/2016  
Edgwick C. Johnson  
Secretary

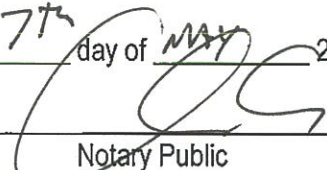
ARCHITECT

VOA ASSOCIATES INCORPORATED

By:  Date: 05/17/10  
Paul Hansen  
Principal

Subscribed and sworn to me this

17<sup>th</sup> day of May 2010.

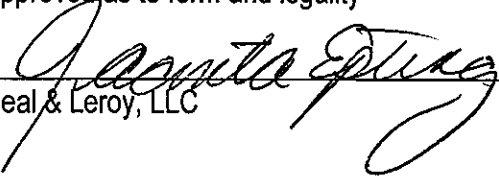
  
Notary Public

My Commission expires: 12/12/11



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Approved as to form and legality

  
Neal & Leroy, LLC

Date: 6/3/10