

**PUBLIC BUILDING COMMISSION OF CHICAGO
AMENDED FIFTH AMENDMENT
CONTRACT NUMBER PS 954**

THIS FIFTH AMENDMENT AGREEMENT is made and entered into as of the 28th day of May, 2010, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") for 9th District Police Station and Parking Structure between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **WIGHT & COMPANY** ("Architect") dated April 11, 2006 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 11th day of April, 2006, ("Agreement"), wherein the Architect is to provide Architect of Record Services for 9th District Police Station and Parking Structure for a Fixed Fee of \$726,000 and Reimbursable Expenses not to exceed \$75,000.00; and

WHEREAS, the Commission and Architect entered into a First Amendment to the Agreement on December 12, 2006, which provided that the Architect would provide Additional Services of preparing a Planned Development submittal documents, incorporating lessons learned and coordinating specialty consultants for a fee of \$56,475.00, thereby increasing the total Fixed Fee to \$782,475.00.

WHEREAS, the Commission and Architect entered into a Second Amendment to the Agreement on July 1, 2008, which provided that the Architect would provide Additional Services of redesigning the accessibility ramp, designing the cul-de-sac, re-estimating the lessons learned, and providing additional commissioning services for a fee of \$40,665.00, thereby increasing the total Fixed Fee to \$823,140.00.

WHEREAS, the Commission and Architect entered into a Third Amendment to the Agreement on June 30, 2008, which provided that the Architect would provide Additional Services of retaining a consultant to perform soil evaluation of existing soil conditions and providing additional construction administration services for a fee of \$178,800.00, thereby increasing the total Fixed Fee to \$1,001,940.00.

WHEREAS, the Commission and Architect entered into a Fourth Amendment to the Agreement on October 9, 2008 which provided that the Architect would provide Additional Services of architectural and design services for a fee of \$18,500.00, thereby increasing the total Fixed Fee to \$1,020,440.00

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 A12 – CONTINGENT ADDITIONAL SERVICES is revised to add the following services:

A.12.14 The Architect is to provide the following:

- Architectural and design services for various operational modifications identified by the Chicago Police Department. These changes include additional radio storage, signage, millwork for the "Fallen Officer/Former Commander" display and miscellaneous hardware changes - \$7,000.00.

3. Schedule C Compensation of the Architect

Section C.1 Architect's Fee is revised to include as follows:

C1.5 The Architect shall be paid the amount of \$7,000.00 for the additional services outlined in Item 2 of this Amendment 5.

The Fixed Fee is increased to a total of \$1,095,440.00.

4. Schedule C Compensation of the Architect

Section C.3 Architect's Reimbursables is revised to include as follows:

C.3.2 The Architect's reimbursables shall be decreased in the amount of \$7,000.00.

The Reimbursable Expenses is decreased to a total of \$68,000.00.

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.

FIFTH AMENDMENT - CONTRACT NUMBER PS 954

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 5.

PUBLIC BUILDING COMMISSION
OF CHICAGO

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

Date: _____

ATTEST:

BY: *Edgwick C. Johnson*
Edgwick C. Johnson
Secretary

Date: 8-9-2010

ARCHITECT

WIGHT & COMPANY

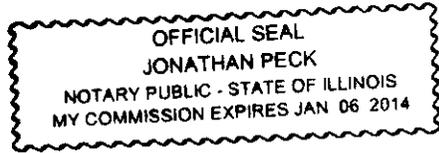
By: *James Mark*
James Mark
Vice President

Date: 7/12/10

Subscribed and sworn to me this

12th day of July 20 10.

Jonathan Peck
Notary Public



My Commission expires: 1/06/14

(Seal of Notary)

Approved as to form and legality

Jacinta Epting
Neal & Leroy, LLC

Date: 7/19/10