EIGHTH AMENDMENT ARCHITECT OF RECORD SERVICES GATEWAY HARBOR & 31ST STREET HARBOR CONTRACT NUMBER PS1643

THIS EIGHTH AMENDMENT AGREEMENT is made and entered into as of the 20th day of August, 2013, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Gateway Harbor & 31st Street Harbor ("Agreement") by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and AECOM TECHNICAL SERVICES, INC. ("Consultant") dated July 14, 2009 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated the 14th day of July, 2009, wherein the Consultant is to provide Architect of Record Services on behalf of the Chicago Park District Gateway Harbor and 31st Street Harbor Projects; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to include Additional Services performed and associated compensation due to Consultant;

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 is amended to include the following:
 - 2.1. Provide additional field observation services associated with Breakwall stone placement from May 14, 2012 through July 13, 2012 at 31st Street Harbor.
 - 2.2. Provide additional design and construction oversight for the corrective work for the Peninsula Park Concrete Stairs perform by the General Contractor.
 - 2.3. Reduce Consultant's construction observation services by deleting the participation in twelve (12) weekly project meetings, five (5) monthly pay application meetings and reduce field observation time from 240 hours to 24 hours.
 - 2.4. Consultant to provide a 2010 ADA Code Compliance Review for the dock ramps due to low water circumstances.
 - 2.5. Provide structural analysis of the original entry sign foundation to determine if it is sufficient to support new LED sign and stell tub system to support now larger sign.

3. Schedule D – Compensation of Architect

Section I. Architect's Fee is revised as follows:

- 3.1 The Consultant shall be paid a timecard not to exceed fee of \$105,520.00 for the satisfactory performance of Additional Services outlined in Item 2.1.
- The Consultant shall be paid a timecard not to exceed fee of \$16,267.00 for the satisfactory performance of Additional Services outlined in Item 2.2.
- 3.3 The Commission shall be credited (-\$27, 049.42) for the reduced Services outlined in Item 2.3.

- 3.4 The Consultant shall be paid a timecard not to exceed fee of \$2,049.42 for the satisfactory performance of Additional Services outlined in Item 2.4.
- The Consultant shall be paid a timecard not to exceed fee of \$2,292.00 for the satisfactory performance of Additional Services outlined in Item 2.5.
- The Consultant shall be paid a total not to exceed fee of \$99,079.00 for the satisfactory performance of Additional Services outlined in this Amendment 8.

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

(Signature Page follows)

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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment 8.

PUBLIC BUILDING COMMISSION
BY: OF CHICAGO Date:
ATTEST:
BY: Date: 9/18/13 ARCHITECT
AECOM TECHNICAL SERVICES, INC.
By: President District Managers Date: 8/30/13
AFFIX CORPORATE
SEAL, IF ANY, HERE
County of: Cook
State of:
Subscribed and sworn to before me by <u>TatRick (1/: ffoed</u> and
on behalf of Consultant this 30 day of Aug., 20 13.
Notary Public OFFICIAL SEAL DEBORAH LUBERT
My Commission expires:
(SEAL OF NOTARY)
Approved as to form and legality
anne L. Frede Date: Se Sember 6, 2013
Neal & Leroy, LLC