PUBLIC BUILDING COMMISSION OF CHICAGO SIXTH AMENDMENT CONTRACT NUMBER PS 1100

THIS SIXTH AMENDMENT AGREEMENT is made and entered into as of the 12th day of March, 2010, and shall be deemed and taken as forming a part of the Agreement 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 BOOTH HANSEN LTD. ("Architect") dated May 8, 2007 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 8th day of May, 2007, wherein the Architect is to provide Architect of Record Services for Taylor Lauridsen Park and Fieldhouse; and

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 D Compensation of the Architect

Section D. IV. Reimbursable Expenses, Item C. is revised to include the following:

The Reimbursable Expenses not to exceed amount of \$33,167.00 is increased by \$5,320.48, for additional geothermal conductivity test services, to a not to exceed amount of \$38,487.48.

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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SIXTH AMENDMENT CONTRACT NUMBER PS 1100

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

PUBLIC BUILDING COMMISSION OF CHICAGO

BY: Date: 2/25/10 Erin Lavin Cabonargi Executive Director
ATTEST:
BY: Date: 3 04/10 Edgrigh C. Johnson Secretary
ARCHITECT
BOOTH HANSEN, LTD. By: George R. Halik Principal
Subscribed and sworn to me this
9 day of March 20 10.
Notary Public
My Commission expires "OFFICIAL SEAL" KABEN B PACOCHA
(Seal of Notary) KAREN R. PACOCHA NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/21/2012
Approved as to form and legality
1 a au la Calair

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Memorandum

Project Name:

Project Address:

Project Number:



Taylor Lauridsen Park Field House

704 W. 42nd Street

11020

Public Building Commission of Chicago • Richard J. Dalay Center • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005

Date: April 20, 2010

To: Paul Spieles

Chief Operating Officer

From: Erin Lavin Cabonargi

Executive Director

Distribution: Kevin Holf

Daryl McNabb Kevin Hall Julie Stoehr

File Code: 11020-03-04-02-03

Subject: Increased Reimbursable Budget

Design Architect and Architect of Record Services for Taylor-Lauridsen Field House

Professional Services Agreement Contract Number PS1100

The above referenced Agreement was awarded pursuant to the approval of the Board of Commissioners on May 8, 2007 for a base contract fee of \$331,666 (the "Fee") plus limited reimbursables. A budget of \$33,167 (10% of Fee) was established for reimbursable expenses.

Five amendments to the Agreement were subsequently awarded. Pursuant to an August 12, 2008 approval of the Board, the Fee was increased by \$76,720 (Amendment 1) to \$408,386; pursuant to two January 13, 2009 approvals of the Board, the Fee was increased by \$13,500 (Amendment 2) to \$421,886 and by \$34,050 (Amendment 3) to \$455,936; pursuant to a July 14, 2009 approval of the Board, the Fee was increased by \$35,240 (Amendment 4) to \$491,176; and pursuant to an August 11, 2009 approval of the Board, the Fee was increased by \$3,375 (Amendment 5) to \$494,551.

It is necessary to increase the budget for limited reimbursable expenses by \$5,320.48 to a total reimbursable budget of \$38,487.48 so that the Consultant can be paid for the permissible and authorized expenses incurred.

Adjust the committed amounts for these expenses in PBC cost control and accounting systems (Expedition and MIP) as required so that the Consultant's final invoice can be processed for payment.

End of Memorandum