

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIFTH AMENDMENT
CONTRACT NUMBER PS 997**

THIS FIFTH AMENDMENT AGREEMENT is made and entered into as of the 17th day of December, 2009, and shall be deemed and taken as forming a part of the Agreement for Owner's Representative services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **TISHMAN CONSTRUCTION CORPORATION OF ILLINOIS** ("Owner's Representative") dated August 8, 2006 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Owner's Representative have heretofore entered into an Agreement dated the 8th day of August, 2006, wherein Owner's Representative is to provide Owner's Representative services for new fire stations – Engines 18, 70, 102 and 121; and

WHEREAS, the Commission and Owner's Representative now desire to amend the Agreement to include additional Services performed and associated compensation due to Owner's Representative;

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 Article A.1.19:

A.1.19 Scope of Services The Consultant is to complete the construction and close the contracts for Engine Companies 18, 70, 102, and 121.

3. Schedule C Compensation of Owner's Representative Article C.1 Maximum Compensation is revised as follows:

B.1 Attachment B Schedule of Costs. The Consultant shall be paid the not to exceed amount of \$210,000.00 for reimbursable services outlined in Attachment B – Schedule of Costs of this Amendment 5.

The maximum compensation allowable under this Agreement is increased to \$1,565,342.00.

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.

The terms of the Agreement remain in full force and full force and effect as modified in this Amendment.

FIFTH AMENDMENT
CONTRACT NUMBER PS 997

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

PUBLIC BUILDING COMMISSION
OF CHICAGO

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

ATTEST:

BY: Edgwick C. Johnson Date: 1-15-2010
Edgwick C. Johnson
Secretary

OWNER'S REPRESENTATIVE

TISHMAN CONSTRUCTION CORPORATION OF ILLINOIS

By: James E. McLean Date: 12/31/09
James E. McLean
Executive Vice-President

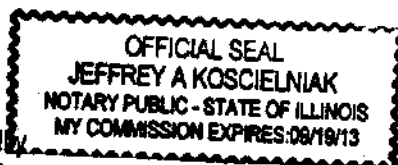
Subscribed and sworn to me this

31st day of December 2009.

Jeffrey A. Koscielniak
Notary Public

My Commission expires: 9-19-13

(Seal of Notary)



Approved as to form and legality by

Jacinta Epting
Neal & Leroy, LLC

**ATTACHMENT A
SCOPE OF WORK
OWNERS REPRESENTATIVE SERVICES
ENGINE COMPANY 18, 70, 102 AND 121 FIRE STATIONS – PS997-A5**

(SCOPE OF WORK PAGE COMPLETED BY CONSULTANT FOLLOWS THIS PAGE)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

- A.1.12 Conduct conferences at the direction of the Commission. Prepare conference minutes and distribute to all parties in attendance within 5 days.
- A.1.13 Prepare the procurement and bid package schedule.
- A.1.14 Review and provide comments on the Contract Documents in each bid package.
- A.1.15 Prepare and issue Notice of Bid Opportunity letters as directed by the Commission.
- A.1.16 Prepare addenda, as directed by the Commission, to address bidder's questions that require clarification. Log, review and respond to all written requests for product substitutions before receipt of bids.
- A.1.17 Conduct pre-bid conferences at the direction of the Commission. Prepare conference minutes and distribute to all parties in attendance within 5 days.
- A.1.18 Prepare an evaluation and recommendation for each contractor award as directed by the Commission and submit in a timely manner to the Commission.
- A.1.19 Engage subcontractors for material testing, inspection and environmental services, or other services with the approval of the Commission. Review all testing required by the technical sections of the specifications and applicable codes and regulations for compliance with the Contract Documents. Coordinate all testing required by the Contract Documents.
- A.1.20 Monitor the LEED² certification process and log the LEED documentation at the time it is submitted. Coordinate the LEED activities of the Project Team to facilitate LEED certification. Compare the LEED certification process to the schedule and report to the Commission at the Weekly Meetings.
- A.1.21 Monitor the progress of the Design Team, compare to the Project Schedule and report all items that may impact the Project and Project Schedule, including availability and price of materials and jurisdictional disputes to the Commission at the Weekly Meetings.
- A.1.22 Report the requirements and costs of any federal, state, or local agencies having jurisdiction over the Project to the Commission in sufficient time for the Commission to arrange for such requirements and costs to be met and include in the Monthly Report.
- A.1.23 With the approval of the Commission, conduct meetings with all agencies having jurisdiction over the building permit process and Certificate of Occupancy inspections, including the Department of Construction and Permits, Department of Buildings, Bureau of Fire Prevention, Mayor's Office for People with Disabilities, and Office of Certificate of Occupancy prior to issuance of the CDs for permit. Take minutes at these meetings and distribute these minutes to all parties in attendance and the Commission within 5 days.

² Leadership in Energy and Environmental Design

**ATTACHMENT B
SCHEDULE OF COST
OWNERS REPRESENTATIVE SERVICES
ENGINE COMPANY 18, 70, 102 AND 121 FIRE STATIONS – PS997-A5**

(SCHEDULE OF COST PAGE COMPLETED BY CONSULTANT FOLLOWS THIS PAGE)

**Schedule of Costs - PS997- Amendment 5
TISHMAN CONSTRUCTION CORPORATION OF ILLINOIS**

| | Fire Engine 18 | Fire Engine 70 | Fire Engine 102 | Fire Engine 121 | TOTAL NTE FOR PS997-A5 |
|------------------------------------|---------------------------|---------------------------|----------------------------|----------------------------|-----------------------------------|
| FEES | | | | | |
| Owner's Rep Fee | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total OR Fee | \$0 | \$0 | \$0 | \$0 | \$0 |
| REIMBURSABLES | | | | | |
| Design Consulting Engineers | \$ 52,450 | \$ 31,200 | \$0 | \$0 | \$ 83,650 |
| GSG Material Testing, Inc. | \$0 | \$0 | \$ 44,600 | \$ 81,750 | \$ 126,350 |
| TOTAL PER FIRE STATION | \$ 52,450 | \$ 31,200 | \$ 44,600 | \$ 81,750 | \$ 210,000 |

04.03



| | | 2.5 | Firm | | | | | | |
|-----------------------------|------------------|--------------|--------|---------|----------|----------|----------|----------|----------|
| | | Billing Rate | Name | | | | | | |
| Management Staff | | | | | | | | | |
| Project Executive | Jim McLean | In Fee | TCCII | | | | | | |
| Senior Project Manager | Matt Mohser | \$125.00 | TCCII | 100% | 100% | 100% | 100% | 100% | 100% |
| Field Manager | | | | | | | | | |
| Field Manager | Jennifer Baker | \$95.00 | Cotter | 50% | 60% | 50% | 60% | 25% | 25% |
| Field Manager | Jennifer Baker | \$95.00 | Cotter | 25% | | | | | |
| Field Manager | Robert Rodriguez | \$80.00 | ARD | 50% | 60% | 50% | 60% | 25% | 25% |
| Field Manager | Robert Rodriguez | \$80.00 | ARD | 50% | 50% | 50% | 60% | 25% | 25% |
| Project Support Team | | | | | | | | | |
| Scheduling | Neal Larson | \$75.00 | TCCII | 10% | 10% | 10% | 10% | 10% | 10% |
| Estimating | Neal Larson | \$75.00 | TCCII | 10% | 10% | 10% | 10% | 10% | 10% |
| Secretarial / Admin | Jerlene McGee | \$58.00 | TCCII | 25% | 25% | 25% | 25% | 25% | 25% |
| Total Equivalent Staff | | | | 3.2 | 3.0 | 3.0 | 3.0 | 2.2 | 2.2 |
| Total Monthly Staff Cost | | | | \$3,198 | \$49,057 | \$49,057 | \$49,057 | \$37,947 | \$37,947 |
| Allowances | | | | | | | | | |
| Inspection / Testing | | | TBD | TBD | TBD | TBD | TBD | TBD | TBD |
| Project Reimbursables | | | | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 |
| Total Est. Monthly Cost | | | | \$8,198 | \$54,057 | \$54,057 | \$54,057 | \$42,947 | \$42,947 |

Average Monthly Costs
 2006 Ave. Monthly Cost \$43,005
 2007 Ave. Monthly Cost \$57,809
 2008 Ave. Monthly Cost \$51,044

Total Estimated Cost (23 months)
 06 Estimated Total Cost \$218,025
 07 Estimated Total Cost \$894,313
 08 Estimated Cost \$306,282
 Total Estimated Cost (23 months) \$1,216,199