

**PUBLIC BUILDING COMMISSION OF CHICAGO
SIXTH AMENDMENT
CONTRACT NUMBER PS 1398**

THIS SIXTH AMENDMENT is made and entered into as of the 14TH day of August, 2012, and shall be deemed as forming a part of the Agreement for Program Management Services for the Public Building Commission of Chicago ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **THE RISE GROUP, LLC.** ("Consultant") dated September 9, 2008 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 9th day of September, 2008, wherein the Consultant is to provide Program Management Services for the Public Building Commission of Chicago; and

WHEREAS, Schedule D Compensation of the Program Manager, Section V of the Agreement provides that the maximum compensation payable to the Program Manager is \$84,600,000.00 through December 31, 2012; and

WHEREAS, Schedule D Compensation of the Program Manager, Section IV of the Agreement provides that the Program Manager submit a Work and Cost Outlay plan for calendar year 2013, which was done and has been accepted by the Authorized Commission Representative and subsequently received approval by the Board of Commissioners at the August 14, 2012 board meeting;

WHEREAS, the Commission and Consultant now desire to amend the Agreement to revise the maximum compensation for Services to be performed and associated compensation due to Consultant through calendar year 2013 for such Services;

WHEREAS, Section 5.01 of the Agreement provides that the term of the Agreement begins on September 1, 2008, and expires on December 31, 2012.

WHEREAS, the Commission now desires to amend the term of the Agreement.

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to extend 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 Program Manager. Article V. Maximum Compensation is DELETED and REPLACED with the following:**

The maximum compensation payable under this Agreement is \$95,600,000.00 unless amended as provided for in Section 4.10 of the Agreement. The maximum compensation amount includes the total PMO core staff, PMO project staff and reimbursable budgets for the period of September 1, 2008 through December 31, 2013.

3. **Section 5.01 of the Terms and Condition is DELETED and REPLACED with the following:**

The term of the Agreement begins on September 1, 2008, and subject to the provisions in this article, expires on December 31, 2013.

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)

PROGRAM MANAGEMENT SERVICES
PUBLIC BUILDING COMMISSION OF CHICAGO - PS1398A6

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

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Ral Emanuel
Chairman

Date: 8/17/2012

ATTEST:

BY: [Signature]
Secretary

Date: 8/21/12

PROGRAM MANAGER

THE RISE GROUP, LLC.

By: [Signature]
President

Date: 8-15-2012

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by John Hartman and _____
on behalf of Consultant this 16th day of August, 2012

[Signature]
Notary Public

My Commission expires:

(SEAL OF NOTARY)



Approved as to form and legality

[Signature]
Neal & Leroy, LLC

Date: 8/15/2012