

**PUBLIC BUILDING COMMISSION OF CHICAGO  
FOURTH AMENDMENT  
CONTRACT NUMBER PS411**

**THIS FOURTH AMENDMENT AGREEMENT** is made and entered into as of the 8<sup>th</sup> day of October, 2008, 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 **D. B. STERLIN CONSULTANTS, INC.** ("Owner's Representative") dated May 8, 2007 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 8<sup>th</sup> day of May, 2007, wherein the Owner's Representative is to provide Owner's Representative Services for ABLA-Fosco Community Center; 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 B - Scope of Services**

**Section B2- Construction Phase** is revised to add the following services:

B.2.25 Additional costs for project services incurred by the Owner's Representative during the extended duration period of the project from July 6, 2005 to August 12, 2006.

**3. Schedule D Compensation of Owner's Representative**

**Section D.1 Owner's Representative's Fee** is revised to include as follows:

The Owner's Representative shall be paid the amount of \$31,354.95 for the additional services outlined in Item 2 of this Amendment 4.

The Lump Sum Fee is increased to a total of \$561,690.95.

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

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 4.

PUBLIC BUILDING COMMISSION  
OF CHICAGO

BY: Richard M. Daley Date: \_\_\_\_\_  
Richard M. Daley  
Chairman

ATTEST:

BY: Edgwick C. Johnson Date: 10-28-08  
Edgwick C. Johnson  
Secretary

OWNER'S REPRESENTATIVE

D. B. STERLIN CONSULTANTS, INC.

By: Reynold Sterlin Date: 10/14/08  
Reynold Sterlin, P.E.  
President

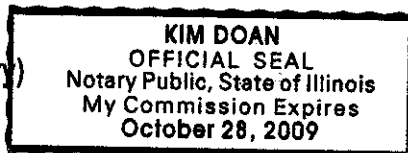
Subscribed and sworn to me this

14<sup>th</sup> day of October 2008.

[Signature]  
Notary Public

My Commission expires: 10/28/09

(Seal of Notary)



Page 3 of 3