

**PUBLIC BUILDING COMMISSION OF CHICAGO
OWNERS REPRESENTATIVE SERVICES
7TH DISTRICT POLICE STATION
FOURTH AMENDMENT
CONTRACT NUMBER PS 1028**

THIS FOURTH AMENDMENT AGREEMENT is made and entered into as of the 29th 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 **BRADSHAW CONSTRUCTION AND MANAGEMENT** ("Owner's Representative") dated October 6, 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 6th day of October, 2006, wherein Owner's Representative is to provide Owner's Representative services for the 7th District Police Station 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 is amended to include additional services required for the 7th District Police Station to provide additional quality assurance oversight, multiple sight visits, and material testing and inspection services. The scope for this service is detailed in Attachment A to this Amendment 4.

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 **\$27,590.37** for services outlined in Attachment B – Schedule of Costs of this Amendment 4.

The maximum compensation allowable under this Agreement is increased to **\$1,054,484.18**.

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 effect except as modified in this Amendment.

OWNERS REPRESENTATIVE SERVICES
7TH DISTRICT POLICE STATION
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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 4.

PUBLIC BUILDING COMMISSION
OF CHICAGO

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

ATTEST:

BY: Edrick C. Johnson Date: 1-26-2010
Edrick C. Johnson
Secretary

OWNER'S REPRESENTATIVE

BRADSHAW CONSTRUCTION AND MANAGEMENT

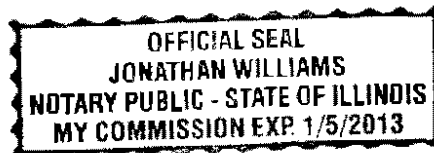
BY: John Bradshaw Date: January 5TH 2010
President

Subscribed and sworn to me this

5th day of January 2010.

Jonathan Williams
Notary Public

My Commission expires: Jan 5, 2015



(Seal of Notary)

Approved as to form and legality

Neal & Leroy Date: 1-9-10
Neal & Leroy, LLC

**ATTACHMENT A
SCOPE OF WORK
OWNERS REPRESENTATIVE SERVICES
7TH DISTRICT POLICE STATION
FOURTH AMENDMENT
CONTRACT NUMBER PS 1028**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

November 11, 2009

Mr. Ray Giderof
Public Building Commission of Chicago
Richard J. Daley Center
50 West Washington Street, Room 200
Chicago, IL 60602

Via Email & Overnight Mail**Re: Proposal for Professional Services Agreement - Amendment #4**

Mr. Giderof,


We request that our Professional Services Agreement be modified to include additional Independent Testing Laboratory services performed by ECS Illinois, LLC. The additional testing and inspection services performed were required.

ECS additional testing and inspection services	\$ 24,299.55 ✓
Bradshaw Construction & Management	\$ 3,290.82 ✓
Total	\$ 27,590.37

If you have any questions, please do not hesitate to contact us.

Sincerely,

Bradshaw Construction & Management, Inc.


John H. Bradshaw
President



ECS ILLINOIS, LLC
 Geotechnical • Construction Materials • Environmental

August 10, 2009
 Revised August 14, 2009

Mr. John E. Bradshaw, Sr.
 Bradshaw Construction & Management Inc.
 19950 Governors Highway
 Suite 200
 Olympia Fields, Illinois 60461

ECS Job No. 16:6640/6640-A

Reference: Construction Testing Services Change Request, Costs Attributable to Castle Construction, Chicago Police Department-7th District Station Project, 1438 West 63rd Street, Chicago, Illinois

Dear Mr. Bradshaw:

On December 30, 2008, ECS Illinois, LLC provided a summary of additional costs for our construction monitoring services at the above referenced project site related to Castle Construction schedule and quality issues. The net impact to ECS' fees (after consideration of payments made directly to ECS by Castle Construction) was \$32,102 as shown in our December 30, 2008 letter. The table below provides a summary of ECS billings, budget and payments received, through Contract Amendment No. 3.

Total Fees Invoiced	\$141,858.28	
Prior paid by Castle	(\$14,680.00)	
Balance	\$127,178.28	
Original Budget	(\$80,994.00)	127,178.28
Contingency	(\$25,000.00)	
Amendment No. 3	(\$13,593.91)	-19,501.91
Total Approved Contract to date	(\$99,587.91)	
Change Requested	\$27,590.37	\$27,590.37

Please note that based upon prior payments made to ECS by Bradshaw Construction, the balance due ECS is \$24,299.55. The remainder of the change order, \$3,290.82 would be to reimburse Bradshaw for prior payments to ECS.

**ATTACHMENT B
SCHEDULE OF COST
OWNERS REPRESENTATIVE SERVICES
7TH DISTRICT POLICE STATION
FOURTH AMENDMENT
CONTRACT NUMBER PS 1028**

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

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Chicago, IL 60602

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Original Budget	(\$60,994.00)
Contingency	(\$25,000.00)
Amendment No. 3	(\$13,593.91)
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Change Requested	\$27,590.37

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