

**PUBLIC BUILDING COMMISSION OF CHICAGO  
FOURTH AMENDMENT  
CONTRACT NUMBER PS 1102**

**THIS FOURTH AMENDMENT AGREEMENT** is made and entered into as of the 8th day of June, 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 Valley Forge Park and Fieldhouse for a Fixed Fee of \$331,666.00, and Reimbursable Expenses of an amount not to exceed \$33,167.00.

**WHEREAS**, the Commission and Architect entered into the First Amendment to the Agreement on January 28, 2009, which provided that the Architect would perform Additional Services of redesigning of the Fieldhouse and preparation of documents for the Site Preparation Scope of Work for a Fixed Fee of \$534,260.00 for the Basic Services, and Reimbursable Expenses of an amount not to exceed \$99,690.00, thereby increasing the total Fixed Fee to \$865,926.00.

**WHEREAS**, the Commission and Architect entered into the Second Amendment to the Agreement on July 14, 2009, which provided for an equitable adjustment of (\$99,500.00) from the original Valley Forge Fieldhouse Scope of Work decreasing the Fixed Fee to a not to exceed amount of \$766,426.00 for the Basic Services.

**WHEREAS**, the Commission and Architect entered into the Third Amendment to the Agreement on November 10, 2009, which provided that the Architect would perform Additional Services of providing architectural and engineering design, permit, and construction administration services for the implementation of water harvesting and geothermal ground source heating for the Valley Forge Fieldhouse for a Fixed Fee of \$38,570.00 for the Basic Services, thereby increasing the total Fixed Fee to \$804,996.00.

**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. Attachment A Scope of Services** is amended to include additional services required for Valley Forge Fieldhouse to perform Architect of Record services. The scope for this service is detailed in Attachment A to this Amendment 4.

**3. Schedule D – Compensation of Architect**

**Section I. Architect's Fee** is revised to include as follows:

The Consultant shall be paid the not to exceed amount of \$2,475.00 for the additional services described in Attachment A.

The Fixed Fee for all Services required under this Agreement (inclusive of Amendments 1, 2 and 3, as well as this Amendment 4) is \$807,471.00.

Reimbursable expenses for all Services required under this Agreement shall not exceed \$132,857.00.

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.

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FOURTH AMENDMENT  
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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: Edglick C. Johnson Date: 11/15/2010  
Edglick C. Johnson  
Secretary

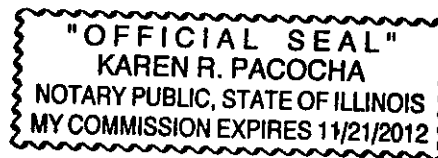
ARCHITECT

BOOTH HANSEN, LTD.  
By: George R. Halik Date: 10.20.10.  
George R. Halik  
Principal

Subscribed and sworn to me this

26 day of October 2010.

Isaiah A. Pacocha  
Notary Public



My Commission expires: 11/21/2012

(Seal of Notary)

Approved as to form and legality

Jocinta Epling  
Neal & Leroy, LLC

**ATTACHMENT A  
SCOPE OF WORK  
ARCHITECT OF RECORD SERVICES  
VALLEY FORGE FIELDHOUSE – PS1102-A4  
PROJECT NO.11050**

Architect of Record to provide the following additional design services:

1. Prepare revisions to the existing drawings and specifications to accommodate the addition of DDS controls (BAS System) to the existing mechanical system to allow for the control of the HVAC system remotely via the internet.
2. Prepare revisions to the existing drawings and specifications to accommodate the addition of a drinking fountain in the fitness center.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**