

**THIRD AMENDMENT
ARCHITECT OF RECORD SERVICES
BOONE CLINTON AREA ELEMENTARY SCHOOL
CONTRACT NUMBER PS 1239**

THIS THIRD AMENDMENT AGREEMENT is made and entered into as of the 14th day of June, 2011, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Boone Clinton Elementary School ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **MULLER & MULLER ARCHITECTS** ("Consultant") dated March 18, 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 18th day of March, 2008, wherein the Consultant is to provide Architect of Record Services for the Board of Education of the City of Chicago; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to include Additional Services performed and associated compensation due to Consultant;

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 the following:

- 2.1. Provide additional site observation and related construction administration services to complete the access drive and People's Gas Site revisions.
- 2.2. Provide additional reimbursable consultant services to include Traffic Study, Survey and Storm Water Review Services to meet the expedited schedule of the access driveway.

The scope of the aforementioned services are detailed in Attachment A to this Amendment 3.

3. Schedule D Compensation of the Architect is revised as follows:

- 3.1 The Consultant shall be paid the time card not-to-exceed fee amount of \$48,366.00 for the satisfactory performance of Additional Services outlined in Item 2.1 of this Amendment 3.
- 3.2 The Consultant's reimbursable expenses for the Additional Services outlined in Section 2.1 and 2.2 shall be increased to a not to exceed amount of \$41,988.31.

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 force and effect.

(Signature Page follows)

ARCHITECT OF RECORD SERVICES
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PROJECT NO. 05090

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 3.

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Ral Emanuel Date: 7/27/11
Chairman

ATTEST:

BY: [Signature] Date: 8/9/11
Secretary

ARCHITECT

MULLER & MULLER ARCHITECTS

By: [Signature] Date: 7/7/11
President

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Cynthia Muller and president of Muller & Muller Ltd
on behalf of Consultant this 7 day of July, 20 11.

[Signature]
Notary Public

My Commission expires: 12/16/13

(SEAL OF NOTARY)



Approved as to form and legality

[Signature] Date: 7/22/2011
Neal & Lejoy, LLC

ATTACHMENT A
SCOPE OF WORK - ARCHITECT OF RECORD SERVICES
BOONE CLINTON ELEMENTARY SCHOOL – PS1239
PROJECT NO. 05090

The Consultant shall provide the following Additional Services for Boone Clinton Elementary School:

Site Observation

Consultant shall perform site observation and related construction administration tasks as needed to meet the project schedule of completing work on the Peoples Gas Site by July 22, 2012. The scope of work includes, but is not limited to, site observation for the access drive per the approved permit drawings; as well as site observation for Peoples Gas Site per the pending approval for permit drawings for the Peoples Gas site.

PBC Reimbursables

Regina Webster - first and second traffic study

B&G – Survey

DOWM – Storm water review

Professional Service Industries, Inc. – Additional roof consulting services

Shiner + Associates – Additional shops and additional site observation services