

**ARCHITECT OF RECORD SERVICES  
LEE PASTEUR HURLEY AREA ELEMENTARY SCHOOL  
SIXTH AMENDMENT  
CONTRACT NUMBER PS1242  
PROJECT 05110**

**THIS SIXTH AMENDMENT AGREEMENT** is made and entered into as of the 13<sup>th</sup> day of September, 2011, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services at Mariano Azuela Elementary School , formerly known as Lee Pasteur Hurley Area Elementary School ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **LEGAT ARCHITECTS** ("Architect") dated February 13, 2008 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 13<sup>th</sup> day of February, 2008, wherein the Architect is to provide Architect of Record Services for the Board of Education of the City of Chicago; and

**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. **Schedule A – Scope of Services** is amended to include that the Architect shall provide the following Additional Services:
  - 2.1 Design Change to Lee Pasteur Hurley Area Elementary School – Architect will provide additional design services related to the following:
    - 2.1.1 Redesign the sub-grade elevations;

2.1.2 Redesign the tree and planting layouts, change the seed and sod locations, perform additional site visits due to changes in topsoil requirements, and redesign the sizes of the tree pits;

2.1.3 Additional time for coordination of sub-consultants and attendance at additional coordination meetings resulting from the extended schedule.

### 3. Schedule D - Compensation of the Architect

3.1 The Commission shall pay the Architect a time card not-to-exceed amount of \$28,400.00 for the satisfactory performance of the additional services outlined in Item 2.1.1

3.2 The Commission shall pay the Architect a time card not-to-exceed amount of \$15,000.00 for the satisfactory performance of the additional services outlined in Item 2.1.2.

3.3 The Commission shall pay the Architect a time card not-to-exceed amount of \$6,190.00 for the satisfactory performance of the additional services outlined in Item 2.1.3

3.4 The Commission shall pay the Architect a total timecard not to exceed fee of \$49,590.00 for the satisfactory performance of the Additional Architect of Record Services outlined in this sixth Amendment.

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.

*(Signature Page follows)*