

**FIFTH AMENDMENT
ARCHITECT OF RECORD SERVICES
BRIGHTON PARK II ELEMENTARY SCHOOL
CONTRACT NUMBER PS1241**

THIS FIFTH AMENDMENT AGREEMENT is made and entered into as of the 1st day of October, 2013, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") for James Shields Middle School (formerly known as Brighton Park II Elementary School) by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **ARCHITRAVE, LTD.** ("Architect") dated December 10, 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 10th day of December, 2008, ("Agreement"), wherein the Architect is to provide Architect of Record Services for projects undertaken by the Commission on behalf of 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 the following Additional Services required for James Shields Middle School (formerly known as Brighton Park II Elementary School):
 - 2.1 Architect to provide additional design and engineering services associated with remobilization required for the project, including additional submittal and permitting time, updates associated with technical bulletins, billing rate increases, as well as modifications to the entry canopy.
3. **Schedule D Compensation of the Architect**

- 3.1 The Commission shall pay the Architect on a timecard not to exceed amount of \$51,816.32 for the satisfactory performance of the Additional Services outlined in Item 2.1 above.

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 full force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 5.

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Rahm Emanuel Date: _____
Mayor Rahm Emanuel
Chairman

BY: [Signature] Date: 11/25/13
Lori Lypson
Secretary

ARCHITECT

ARCHITRAVE, INC.

By: [Signature] Date: 10.8.13
Rubin Gil
President

Subscribed and sworn to me this

8TH day of OCTOBER 2013.

[Signature]
Notary Public

My Commission expires: 2/17/2014



(Seal of Notary)

Approved as to form and legality

Anne L. Zedd 10-15-13
Neal & Leroy, LLC