

**FIFTH AMENDMENT
ARCHITECT OF RECORD SERVICES
GWENDOLYN BROOKS COLLEGE PREPARATORY ACADEMY HIGH SCHOOL
CONTRACT NUMBER PS1488**

THIS FIFTH AMENDMENT AGREEMENT is made and entered into as of the 12th day of September, 2011, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Gwendolyn Brooks College Preparatory Academy High School ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **BLDD/BROOK ARCHITECTS JOINT VENTURE, LLC.** ("Architect") dated February 10, 2009 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 February, 2009, 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 the following:

2.1 Provide additional design services to modify the height of the ornamental fence and gates constructed along South Martin Luther King Drive and South Indiana Avenue.

2.2 Provide additional construction administration services.

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

3.1 The Architect shall be paid the time card not-to-exceed fee of \$1,984.42 for the satisfactory performance of Additional Services outlined in Item 2.1 of this Amendment 5.

3.2 The Architect shall be paid the time card not-to-exceed fee of \$156,750.50 for the satisfactory performance of Additional Services outlined in Item 2.2 of this Amendment 5.

3.3 The Architect shall be paid a total time card not-to-exceed fee of \$158,734.92 for the satisfactory performance of all Additional Services outlined in this Amendment 5.

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.

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

**PUBLIC BUILDING COMMISSION
OF CHICAGO**
BY: Ral Emanuel Date: 1/19/12
Chairman

ATTEST:
BY: [Signature] Date: 1/19/12
Secretary

ARCHITECT

BLDD/BROOK ARCHITECTS JOINT VENTURE, LLC
By: Scott M. Lukin Date: October 26, 2011
Principal

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: COOK

State of: IL

Subscribed and sworn to before me by SCOTT M. LUKIN and _____
on behalf of Architect this 26th day of OCT., 2011.

[Signature]
Notary Public

My Commission Expires: _____
(SEAL OF NOTARY)
OPTIONAL SEAL
MARTHA P MARTINEZ
Notary Public - State of Illinois
My Commission Expires Nov 16, 2013

Approved as to form and legality

[Signature] Date: 12-16-11
Neal & Leroy, LLC