

**PUBLIC BUILDING COMMISSION OF CHICAGO
THIRD AMENDMENT
CONTRACT NUMBER PS 1497**

THIS THIRD AMENDMENT AGREEMENT is made and entered into as of the 8th day of March, 2011, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Ogden Replacement Elementary School ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **NAGEL HARTRAY DANKER KAGAN MCKAY PENNY ARCHITECTS, LTD.** ("Consultant") dated March 10, 2009 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 10th day of March, 2009, 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 Additional Services required for Ogden Replacement Elementary School to perform Architect of Record services:

2.1 Design Change to the Ogden Replacement Elementary School - Architect will modify the design to convert the Art Classroom to a second Science Room and modify the design to convert the Multipurpose Classrooms to an Art Classroom.

3. Schedule D - Compensation of Architect

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

3.1 The Commission shall pay the Architect a time card not-to-exceed fee of \$14,650.64 for the satisfactory performance of the Additional Services outlined in Item 2.1 above.

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.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

(Signature Page follows)

ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL - PS1497-A3
PROJECT NO. 05160

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

PUBLIC BUILDING COMMISSION OF CHICAGO

BY: Richard M. Daley Date: _____
Richard M. Daley
Chairman

ATTEST:

BY: Edgwick C. Johnson Date: 4/11/11
Edgwick C. Johnson
Secretary

ARCHITECT

NAGEL HARTRAY DANKER KEAGAN MCKAY PENNY ARCHITECTS, LTD

By: Donk W. D. Date: 3/14/2011
President

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by DIRK DANKER and _____
on behalf of Consultant this 4TH day of MARCH, 2011

Renee Larbi
Notary Public



My Commission expires:

(SEAL OF NOTARY)

Approved as to form and legality

Jacinta Epting Date: 3/30/11
Neal & Leroy, LLC