

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

THIS FOURTH AMENDMENT AGREEMENT is made and entered into as of the 12th day of April, 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 Consultant will modify the design to add four additional unisex staff bathrooms at the first and third floors.

2.2 Consultant will provide additional design and engineering services associated with the inclusion of playground equipment to the main plaza.

3. Schedule D - Compensation of Architect

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

3.1 The Commission shall pay the Consultant a time card not-to-exceed fee of \$7,328.78 for the satisfactory performance of the Additional Services outlined in Item 2.1 above.

3.2 The Commission shall pay the Consultant a time card not-to-exceed fee of \$8,001.81 for the satisfactory performance of the Additional Services outlined in Item 2.2 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.

(Signature Page follows)

ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL - PS1497-A4
PROJECT NO. 05160

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 4.

PUBLIC BUILDING COMMISSION OF CHICAGO

BY: Ral Emanuel Date: _____
Chairman

ATTEST:

BY: [Signature] Date: 7/6/11
Secretary

ARCHITECT

NAGEL HARTRAY DANKER KEAGAN MCKAY PENNY ARCHITECTS, LTD

By: [Signature] Date: 5/17/2011
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 17th day of MAY, 2011.

[Signature]
Notary Public



My Commission expires:

(SEAL OF NOTARY)

Approved as to form and legality

[Signature] Date: 6/13/11
Neal & Leroy, LLC