

**FIFTH AMENDMENT
BACK OF THE YARDS HIGH SCHOOL
ARCHITECT OF RECORD SERVICES
CONTRACT NUMBER PS 1644
PROJECT NO.: 05150**

THIS FIFTH AMENDMENT AGREEMENT is made and entered into as of the 1st day of October, 2012, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Back of the Yards High School ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **STL ARCHITECTS** ("Consultant") dated July 14, 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 14th day of July, 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 that the Consultant shall perform the following Additional Services required for Back of the Yards High School.

2.1 Consultant will provide additional design and engineering services associated with program changes related to the Chicago Public Schools/Chicago Public Library shared-use community library.

3. Schedule D - Compensation of Architect

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

3.1 The Commission shall pay the Consultant a lump sum fee of \$100,000.00 for the satisfactory performance of the Additional Services outlined in Item 2.1.

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 full force and effect.

(Signature Page follows)

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

BY: Rafael Emanuel
Chairman

Date: _____

ATTEST:
BY: [Signature]
Secretary

Date: 11/14/12

STL ARCHITECTS

BY: [Signature]
President

Date: 10/10/12

LUIS COLLADO

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: COOK

State of: Illinois

Subscribed and sworn to before me by Luis Collado and NA
on behalf of Consultant this 10th day of Oct, 2012.

Megan R Wood
Notary Public

My Commission expires: June 1, 2015
(SEAL OF NOTARY)



Approved as to form and legality

Jacinta Epling
Neal & Leroy, LLC

Date: 10/31/2012