# FOURTH AMENDMENT ENGINE COMPANY 16 ARCHITECT OF RECORD SERVICES CONTRACT NUMBER PS 1828 PROJECT NO.: 07060

THIS FOURTH AMENDMENT AGREEMENT is made and entered into as of the 12th day of June, 2012, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Engine Company 16 ("Agreement") by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and INTERACTIVE DESIGN, INC. ("Consultant") dated June 8, 2010 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 8th day of June, 2010, wherein the Consultant is to provide Architect of Record Services for 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:
  - 2.1. Consultant will provide additional design and engineering services to widen the inbound lane of the apparatus bay driveway. Re-permitting is not included in this scope of service.

## 3. Schedule D Compensation of Architect

- 3.1. Section I. Architect's Fee is revised as follows:
  - 3.1.1 The Consultant shall be paid a lump sum fee of \$10,350.00 for the satisfactory performance of the Additional Services outlined in Item 2.1 of this Amendment 4.

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)

# **EXECUTION PAGE**

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

BY: Chairman	Date: 7/12/2012
ATTEST: BY: Secretary	Date: 7/10/12
By: Principal  AFFIX CORPORATE	Date: 20 June 2012
State of: Subscribed and sworn to before me by day of day of 20	GRIFF/Nobel
May Jeanette Wiggins Nothry Public	0 <u>i2</u> . —
My Commission expires: (SEAL OF NOTARY)  Approved as to form and legality	"OFFICIAL SEAL." MARY JEANETTE WIGGING NOTARY PUBLIC, STATE OF LLINOIS My Commission Expires 06/15/2013
Neal & Leroy LLC	Date: <u>612812012</u>