

**FIFTH AMENDMENT
ARCHITECT OF RECORD SERVICES
RICHARD EDWARDS ELEMENTARY SCHOOL
CONTRACT NUMBER PS2039**

THIS FOURTH AMENDMENT AGREEMENT is made and entered into as of the 12th day of April 2016, and shall be deemed as forming a part of the Agreement for Architect of Record Services ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **STL Architects, Inc.** ("Architect") dated September 9, 2014 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 9th day of September 2014, wherein the Architect is to provide Architect of Record Services for Richard Edwards Elementary School; 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**
 - 2.1 This amendment is for construction administration services for the structural rehabilitation of the existing school facility (renovation scope).
3. **Schedule D Compensation of the Architect**
 - 3.1 The Maximum Compensation to be paid to the Architect under this Amendment shall not exceed \$860,000.00 for a total maximum compensation of \$3,222,210.00 (does not include any reimbursable expenses).

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 full force and effect.

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

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Rahm Emanuel
Mayor Rahm Emanuel
Chairman

Date: _____

BY: Lori Ann Lypson
Lori Ann Lypson
Secretary

Date: 6/1/16

STL Architects, Inc.
BY: [Signature]

Architect

Date: 5/3/16

Luis Collado, President

Subscribed and sworn to me this

3 day of May 2016.

[Signature]
Notary Public

My Commission expires: 10/5/19



(Seal of Notary)

Approved as to form and legality

Anne G. Zredd
Neal & Leroy, LLC

Date: 5-11-2016