

CHICAGO PUBLIC SCHOOLS - ELEMENTARY SCHOOLS
SIXTH AMENDMENT
PUBLIC BUILDING COMMISSION OF CHICAGO
CONTRACT NUMBER PS1069

THIS SIXTH AMENDMENT ("AMENDMENT") is made and entered into as of the 10th day of December, 2013, and shall be deemed and taken as forming a part of the Agreement for Design Architect for Chicago Public Schools - Elementary Schools ("Agreement") by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS, LTD. ("Architect") dated May 8, 2007 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 8th day of May, 2007, wherein the Architect agreed to provide Design Architect Services for Chicago Public Schools - Elementary Schools; and

WHEREAS, the Commission and Architect now desire to amend the Agreement to include additional compensation for design architect services to be provided by the Architect for the 2013 School Investment Program and increase the maximum compensation of the Architect under the Agreement;

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 modifications 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 AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.
2. Schedule A Scope of Services is revised to provide that the completion date of Services is extended to December 31, 2014
3. Schedule D Compensation
 - 2.1 Section I. Fee is revised to increase the fee by an amount of not to exceed \$2,000,000.00.
 - 2.2 Section I.A is revised as follows:
The maximum compensation to be paid to the Design Architect under the Agreement is a not-to-exceed amount of \$7,500,000.00. The Design Architect will not be entitled to compensation above this amount without a written amendment.

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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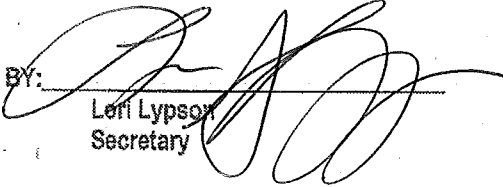
IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 6.

ATTEST:


PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: _____
Mayor Rahm Emanuel
Chairman

Date: _____


BY: _____
Leri Lypson
Secretary

Date: 4/2/14

ARCHITECT

SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS, LTD.

By: 
~~Jack Murchie~~ TODD NIEMIEC
President

Date: 12/27/13

Subscribed and sworn to me this

30th day of December 2013

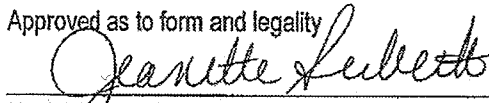

Notary Public



My Commission expires: _____

(Seal of Notary)

Approved as to form and legality


Neal & LeRoy, LLC

Date: 12-23-13

UNANIMOUS WRITTEN CONSENT

OF THE DIRECTORS OF

SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS ARCHITECTS, LTD.

The undersigned, being all of the directors of SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS ARCHITECTS, LTD., an Illinois corporation (the "Corporation"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983, as amended, do hereby consent and agree to the following resolutions:

REDEMPTION OF SHARES

RESOLVED, that as of December 31, 2010, the Corporation shall purchase from Kenneth A. Schroeder and Jack H. Murchie 240 of each of their 250 shares of the Corporation for \$809.40 per share, for a total of \$388,512.00. After such redemption is made, Mr. Schroeder and Mr. Murchie shall each own 10 shares of the Corporation.

ELECTION OF OFFICERS

RESOLVED, that the following persons be and hereby are elected to be the officers of the Corporation, to serve until the next annual meeting of the directors of the Corporation or until their respective successors are duly elected and shall have qualified, unless they shall earlier resign or be removed:

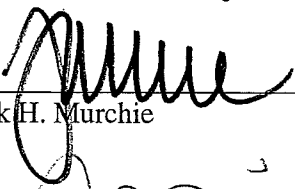
Todd Niemiec	-	President and Treasurer
Marta Gazda-Auskalnis	-	Vice President and Secretary

ELECTION OF MANAGEMENT AGENT FOR ARCHITECTURE

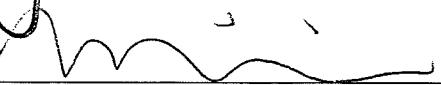
RESOLVED, that the following person, a director and a full-time employee of the Corporation, as well as a licensed architect, License #001019003, is hereby elected to be the Managing Agent of the Corporation as of January 1, 2011, to oversee the practice of architecture conducted by the Corporation:

Marta Gazda-Auskalnis

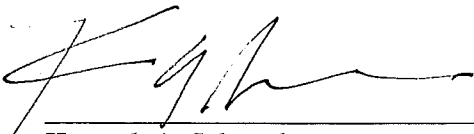
Dated as of January 1, 2011



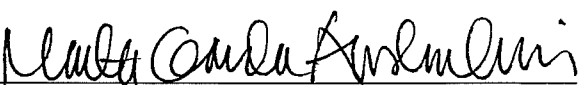
Jack H. Murchie



Todd Niemiec



Kenneth A. Schroeder



Marta Gazda-Auskalnis

Being all of the directors of the Corporation