

**PUBLIC BUILDING COMMISSION OF CHICAGO  
THIRD AMENDMENT  
CONTRACT NUMBER PS 671**

**THIS THIRD AMENDMENT AGREEMENT** is made and entered into as of the 8<sup>th</sup> day of January, 2009, and is part of the contract for Architect of Record Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **Warman Olsen Warman, Ltd.**, ("Architect") dated July 8, 2003 with the like operation and effect as if the same were incorporated therein.

**WITNESS:**

**WHEREAS**, the Commission and Architect have previously entered into an Contract dated the 8<sup>th</sup> day of July, 2003, ("Agreement"), wherein the Architect is to provide Architect of Record services for Tarkington Elementary School; and

**WHEREAS**, the Commission and Architect now desire to amend the Agreement to include additional services to the Scope of Services;

**NOW THEREFORE**, in consideration of the provisions and conditions set forth in the Agreement and this amendment, the parties mutually agree to amend the Agreement as here after stated.

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**

**Completion Date of Services** is extended through April 30, 2007

**Scope of Services A. 5 – Additional Responsibilities and Representations** is revised to add the following services:

A.5.4 The Architect will provide the following additional services;

- 1) Additional contract administration services (contract term extended from March 31, 2006 until April 30, 2007) required to review status of Commissioning by Commonwealth Edison and to assist in the development and completion of supplemental "punchlist" requirements of the User Agency and;
- 2) Additional design services required by layout changes to the Chicago Park District Offices.

**3. Schedule C - Compensation of the Architect**

**Section C.1 Architect Fee** is revised to add the following:

C.1.3 The Architect shall be paid the amount of \$54,737.26 for the additional services outlined in Item 2 of this Amendment 3.

The Fixed Fee is increased to \$707,532.26

**Section C.3.2 Reimbursables** is revised to increase the reimbursables an additional \$33,298.00 for additional required Construction Materials Testing and Inspection Services.

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 force and effect.

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No.3.

PUBLIC BUILDING COMMISSION  
OF CHICAGO

BY: Richard M. Daley Date: \_\_\_\_\_  
Richard M. Daley  
Chairman

ATTEST:

BY: Edgwick C. Johnson Date: 3-10-09  
Edgwick C. Johnson  
Secretary

ARCHITECT

Warman Olsen Warman, Ltd.

By: William E. Warman Date: 2/18/09  
~~Frank Gorski~~ WILLIAM E. WARMAN  
President

Subscribed and sworn to me this

18th day of February 2008.

[Signature]  
Notary Public

My Commission expires: \_\_\_\_\_



(Seal of Notary)