

**PUBLIC BUILDING COMMISSION OF CHICAGO
THIRD AMENDMENT
CONTRACT NUMBER PS 962**

THIS THIRD AMENDMENT AGREEMENT is made and entered into as of the 19th day of March, 2010, and shall be deemed and taken as forming a part of the Agreement for Professional Engineering Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **GREELEY AND HANSEN LLC**. ("Engineer") dated March 14, 2006 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Engineer have heretofore entered into an Agreement dated the 14th day of March, 2006, wherein the Engineer is to provide Professional Engineering Services for South Water Purification Plant Chlorine Improvements; and

WHEREAS, the Commission and Engineer now desire to amend the Agreement to include additional Services performed and associated compensation due to Engineer;

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

The term of this agreement is extended through April 16, 2010.

Section A.6 – Construction Phase Services is revised to add the following:

A.6.19 The Engineer must provide additional field construction support services to accommodate additional time required by the Contractor to have the facility ready for chlorine to be introduced into the system.

A.6.20 The Engineer must provide additional design and construction support services related to an added scope closed circuit television camera.

3. **Schedule C – Compensation of the Engineer** is revised to include as follows:

Section A- Maximum Compensation is revised as follows:

The maximum compensation amount of \$3,622,755.00 (as amended herby) includes a not to exceed amount of \$50,00.00 for authorized reimbursables.

4. **Attachment C-2 to Schedule C – Compensation of the Engineer**

Table 2 – Reimbursables is revised to include as follows:

Phase Total is reduced from \$97,000.00 to \$50,000.00.

Execution of this Amendment by the Engineer is duly authorized by the Engineer, and the signature(s) of each person signing on behalf of the Engineer have been made with the complete and full authority to commit the Engineer 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.

(Signature Page follows)

PROFESSIONAL ENGINEERING SERVICES
SWPP CHLORINE IMPROVEMENTS - PS962

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: Edrick C. Johnson Date: 4-8-2010
Edrick C. Johnson
Secretary

ENGINEER

GREELEY AND HANSEN LLC

By: Paul J. Vogel Date: March 17, 2010
Paul J. Vogel
Executive Vice President

Subscribed and sworn to me this

17 day of March 2010.

Sheree M. Hill
Notary Public

My Commission expires: 10-17-11



Approved as to form and legality

Jacinta Eptony 326-10
Neal & Leroy, LLC