

**FIFTH AMENDMENT
ARCHITECT OF RECORD SERVICES
EDGEWATER LIBRARY
CONTRACT NUMBER PS1862**

THIS FIFTH AMENDMENT AGREEMENT is made and entered into as of the 10th day of July, 2012, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services at Edgewater Library ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **LOHAN ANDERSON, LLC**, ("Architect") dated November 9, 2010 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 November, 2010, wherein the Architect is to provide Architect of Record services for the City of Chicago; 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** is amended to include the following Additional Services required for Edgewater Library:
 - 2.1 Architect will provide additional design services associated with the relocation of the manifolds in the geothermal vaults from the parking lot to Mechanical Closet #112A. The vaults and their electrical and sewer connections will be deleted from the design scope.
 - 2.2 Architect will provide additional design services associated with the review of three (3) of the General Contractor's procedures for the drilling of caissons.
 - 2.3 Architect will provide additional design services associated with the relocation of the second floor reference desk; the elimination of the high density shelving and associated modified slab in the Work Room on the first floor; and the replacement of high density shelving with regular metal shelving.

3. Schedule D Compensation of the Architect

- 3.1 The Commission shall pay the Architect a timecard not to exceed fee of \$9,048.30 for the satisfactory performance of the Additional Services outlined in Item 2.1 above.
- 3.2 The Commission shall pay the Architect a timecard not to exceed fee of \$7,980.00 for the satisfactory performance of the Additional Services outlined in Item 2.2 above.
- 3.3 The Commission shall pay the Architect a timecard not to exceed fee of \$4,217.50 for the satisfactory performance of the Additional Services outlined in Item 2.3 above.
- 3.4 The Commission shall pay the Architect a total timecard not to exceed fee of \$21,245.80 for the satisfactory performance of all of the Additional Services outlined in this Fifth 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.

(Signature Page Follows)

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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: Ral Emanuel
Chairman

Date: 8/8/12

BY: [Signature]
Secretary

Date: 8/9/12

ARCHITECT

LOHAN ANDERSON, LLC.

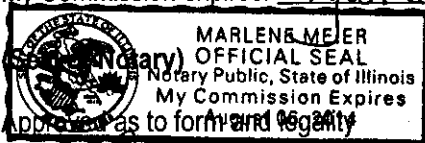
By: Basil W.C. Souder
Basil W.C. Souder
Member

Date: 07-23-12

Subscribed and sworn to me this

23 day of July 2012
Marlene Meier
Notary Public

My Commission expires: August 6, 2014



Neal & Leroy, LLC
Neal & Leroy, LLC

Date: 7-27-12