

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

THIS NINTH AMENDMENT AGREEMENT is made and entered into as of the 20th day of August, 2013, 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 Commission on behalf of 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 construction administration services to include an additional twenty-four (24) days beyond the duration included in the Agreement.
 - 2.2 Architect will provide additional design services associated with revisions to sequence of operation and controls for operable window system.
 - 2.3 Architect will provide additional design services associated with revisions to details for the irrigation system to improve long term performance.
 - 2.4 Architect will provide additional design services associated with relocating mechanical room closet to 2nd floor to accommodate lost storage space.
 - 2.5 Architect will provide additional design services associated with researching and redesigning floor finishes for the Circulation Desk area and Work Room 109.
 - 2.6 Architect will provide additional design services associated with re-tagging of spring Dig only trees (14 each) for Spring 2013 planting.

- 2.7 Architect will perform punch list of Furniture, Fixtures and Equipment (FF&E).
- 2.8 Architect will provide additional design services associated with gate design to modify the railing at Stair #2 first floor landing for improved access.

3. Schedule D Compensation of the Architect

- 3.1 The Commission shall pay the Architect a timecard not to exceed fee of \$11,700.00 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 \$4,825.00 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 \$2,570.05 for the satisfactory performance of the Additional Services outlined in Item 2.3 above.
- 3.4 The Commission shall pay the Architect a timecard not to exceed fee of \$2,217.50 for the satisfactory performance of the Additional Services outlined in Item 2.4 above.
- 3.5 The Commission shall pay the Architect a timecard not to exceed fee of \$2,025.00 for the satisfactory performance of the Additional Services outlined in Item 2.5 above.
- 3.6 The Commission shall pay the Architect a timecard not to exceed fee of \$2,216.20 for the satisfactory performance of the Additional Services outlined in Item 2.6 above.
- 3.7 The Commission shall pay the Architect a timecard not to exceed fee of \$4,620.00 for the satisfactory performance of the Additional Services outlined in Item 2.7 above.
- 3.8 The Commission shall pay the Architect a timecard not to exceed fee of \$1,860.00 for the satisfactory performance of the Additional Services outlined in Item 2.8 above.
- 3.9 The Commission shall pay the Architect a total not to exceed fee of \$32,033.75 for the satisfactory performance of all of the Additional Services outlined in this Ninth 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. 9

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Rahm Emanuel

Mayor Rahm Emanuel
Chairman

Date: _____

BY: Lori Lypson

Lori Lypson
Secretary

Date: 9/18/13

ARCHITECT

LOHAN ANDERSON, LLC.

By: Basil W.C. Souder

Basil W.C. Souder
Member

Date: 21 August 2013

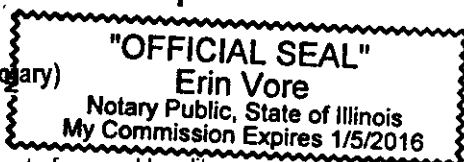
Subscribed and sworn to me this

21 day of August 2013.

Erin Vore
Notary Public

My Commission expires: 1/5/2016

(Seal of Notary)



Approved as to form and legality

Anne L. Zredd
Neal & Leroy, LLC

Date: August 26, 2013