

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

**THIS THIRD AMENDMENT AGREEMENT** is made and entered into as of the 13<sup>th</sup> day of September, 2011, 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 9<sup>th</sup> 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 to perform Architect of Record services:
  - 2.1 Design Change to Edgewater Library – Architect will provide additional design services to redesign the foundation from a shallow foundation system to a deep foundation system utilizing caissons and grade beams.
3. **Schedule D Compensation of the Architect**
  - 3.1 The Commission shall pay the Architect a timecard not to exceed fee of \$45,640.25 for the satisfactory performance of the Additional Services outlined in Item 2.1 above.

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.

(Signature Page Follows)

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

ATTEST:

PUBLIC BUILDING COMMISSION  
OF CHICAGO

BY: Ral Emanuel Date: \_\_\_\_\_  
Chairman

BY: [Signature] Date: 10/24/11  
Secretary

ARCHITECT

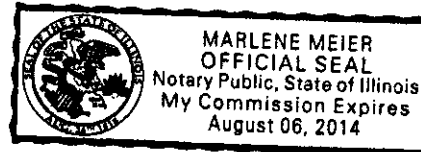
LOHAN ANDERSON, LLC.  
By: Basil W.C. Souder Date: 09.28.11  
Basil W.C. Souder  
Member

Subscribed and sworn to me this

29 day of SEPT. 2011.  
[Signature]  
Notary Public

My Commission expires: AUGUST 6, 2014

(Seal of Notary)



Approved as to form and legality

[Signature] Date: 10-13-11  
Neal & Leroy, LLC