# THIRD AMENDMENT HUMBOLDT PARK BRANCH LIBRARY ARCHITECT OF RECORD SERVICES CONTRACT NUMBER PS 1889 PROJECT NO.: 08270

THIS THIRD AMENDMENT AGREEMENT is made and entered into as of the 13th day of February, 2013, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services at Humboldt Park Branch Library ("Agreement") by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and STEPHEN RANKIN ASSOCIATES, PC ("Consultant") dated April 12, 2011 with the like operation and effect as if the same were incorporated therein.

### WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated the 12th day of April, 2011, wherein the Consultant is to provide Architect of Record Services for the Public Building Commission of Chicago; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to include Additional Services to be performed and associated compensation to be paid to Consultant;

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 Third Amendment Agreement 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.
- Schedule A Scope of Services is amended to include that the Consultant shall perform the following Additional Services required for the Humboldt Park Branch Library:
  - 2.1 Consultant will provide additional design services associated with revising the paint scheme in accordance with Bulletin 18, dated 9/14/12, including: coordination of paint colors with CPL; coordination of Architectural Room Finish and Schedule and Plan Layout; construction administration and closeout services.
  - 2.2 Consultant will provide additional design, construction administration and coordination services for: moving the vinyl fence and adding a highway guardrail along the existing alley north of the new parking lot; adding a new trash enclosure north of the existing library building; revising the flooring at the existing circulation desk and refurbishing the existing library lobby floor tile; and adding caulk at the steel lintels along the curved masonry wall.
  - 2.3 Consultant will coordinate the repair of the existing roof drain stack at the existing floor slab, including construction administration and close out.
  - 2.4 Consultant will provide additional design documents, coordination and construction administration for a concrete trench and metal access cover system associated with the underground refrigerant lines running from the new Trane Condensing Unit in the existing exterior mechanical enclosure to inside of the existing mechanical room.
  - 2.5 Consultant will provide construction administration and coordination services for: removing existing furniture in the existing library building; refurbishing and repainting existing steel window lintels and cleaning existing

- cast stone sill and existing window frames; adding two (2) new data cables in the existing library building; and replacing existing actuators with new actuators at the existing radiant ceiling panels.
- 2.6 Consultant will provide additional design, coordination, construction administration services associated with revising the CCTV system.
- 2.7 Consultant will provide additional construction administration and close out services associated with adjusting the existing floor access panel covers to accommodate the newly installed rubber flooring.
- 2.8 Consultant will provide additional review and construction administration services associated with upgrading the security panel to a Honeywell FBP-128 panel.
- 2.9 Consultant will provide additional construction administration and close out services associated with revising the paint scheme in accordance with Bulletin 38, dated 1/07/13.

## 3. Schedule D Compensation of the Architect

- 3.1 The Commission shall pay the Consultant a lump sum amount of \$1,818.00 for the satisfactory performance of the Additional Services outlined in item 2.1.
- 3.2 The Commission shall pay the Consultant a lump sum amount of \$2,870.00 for the satisfactory performance of the Additional Services outlined in item 2.2.
- 3.3 The Commission shall pay the Consultant a lump sum amount of \$211.00 for the satisfactory performance of the Additional Services outlined in item 2.3.
- 3.4 The Commission shall pay the Consultant a lump sum amount of \$7,248.00 for the satisfactory performance of the Additional Services outlined in item 2.4.
- 3.5 The Commission shall pay the Consultant a lump sum amount of \$597.00 for the satisfactory performance of the Additional Services outlined in item 2.5.
- The Commission shall pay the Consultant a lump sum amount of \$4,114.00 for the satisfactory performance of the Additional Services outlined in item 2.6.
- 3.7 The Commission shall pay the Consultant a lump sum amount of \$817.00 for the satisfactory performance of the Additional Services outlined in item 2.7.
- The Commission shall pay the Consultant a lump sum amount of \$1,854.00 for the satisfactory performance of the Additional Services outlined in item 2.8.
- The Commission shall pay the Consultant a lump sum amount of \$1,055.00 for the satisfactory performance of the Additional Services outlined in item 2.9.
- 3.10 The Commission shall pay the Consultant a total lump sum amount of \$20,584.00 for the satisfactory performance of the Additional Services outlined in this Third Amendment.

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

# THIRD AMENDMENT HUMBOLDT PARK BRANCH LIBRARY ARCHITECT OF RECORD SERVICES CONTRACT NUMBER PS1889 PROJECT NO.: 08270

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

BY: Chairman	Date:
BY: Secretary	Date: 4/19/13
STEPHEN RANKIN ASSOCIATES, PC  By: President	Date: Ful- 14/2013
Subscribed and sworn to me this	
14 day of February 2013	
Notary Public	
My Commission expires: 11-19-2013	OFFICIAL SEAL  R E MILLER  Notary Public - State of Illinois
(Seal of Notary)	My Commission Expires Nov 19, 2015
Approved as to form and legality  Approved as to form and legality  Approved as to form and legality  Neal & Leroy, LLC	Date: March 27, 2013