

**AMENDMENT AGREEMENT NO. 2**

**THIS AMENDMENT AGREEMENT** is made and entered into by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois (herein after referred to as the "Commission") and **VOA Associates, Inc.** (herein after referred to as the "Architect").

**WITNESSETH:**

**WHEREAS**, the Commission and the Architect have heretofore entered into an Agreement dated May 14<sup>th</sup>, 2002, (herein after referred to as the "Agreement"), wherein the Architect is to perform certain professional services associated with the construction of the Kelvyn Park South High School; and

**WHEREAS**, the Commission and the Architect now desire to amend the Agreement to extend the term of the Services and to provide for additional Services; and

**WHEREAS**, Section 4.a of the Agreement provides that the Commission and the Architect may, from time to time, by mutual agreement, amend the Agreement by amending Schedule A hereto; and

**WHEREAS**, Section 4.1 of the Agreement provides that the Commission may, from time to time, request changes to the terms or Scope of Services and that such changes, which are mutually agreed upon by and between the Commission and Architect, shall be incorporated in a written amendment to the Agreement;

**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:

**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 Commission hereby includes the following owner requested additional design services to the Agreement:

**Monumental Sign**

The Architect shall provide additional services necessary to review the Monumental Sign modifications, incorporate the changes into the drawings and specifications, issue bulletins, review proposals and make recommendations regarding construction phase activities and coordinate work between subconsultants and the Contractor.

### **Culinary Arts and Health Room**

The Architect shall provide additional services necessary to review the Culinary Arts and Health Room modifications, incorporate the changes into the drawings and specifications, issue bulletins, review proposals and make recommendations regarding construction phase activities and coordinate work between subconsultants and the Contractor.

### **Retaining Wall Modifications**

The Architect shall provide additional services necessary to review the retaining wall modifications, incorporate the changes into the drawings and specifications, issue bulletins, review proposals and make recommendations regarding construction phase activities and coordinate work between subconsultants and the Contractor.

### **Modifications to the Athletic Field**

The Architect shall provide additional services necessary to review the Athletic Field modifications, incorporate the changes into the drawings and specifications, issue bulletins, review proposals and make recommendations regarding construction phase activities and coordinate work between subconsultants and the Contractor.

### **Curb and Gutter Elevation Modifications**

The Architect shall provide additional services necessary to review the curb and gutter elevation modifications, incorporate the changes into the drawings and specifications, issue bulletins, review proposals and make recommendations regarding construction phase activities and coordinate work between subconsultants and the Contractor.

### **3. Section C.1 Architect Fee**

The following services are included as additional services and shall be included in the Architect's fees as follows:

<u>Description</u>	<u>Fee</u>
Monumental Sign Modification	\$ 1,840.00
Culinary Arts and Health Room Modification	2,105.00
Retaining Wall Modification	5,830.00
Athletic Field Modification	5,662.25
Curb and Gutter Elevation Modification	1,851.70


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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement No. 2.

ATTEST:

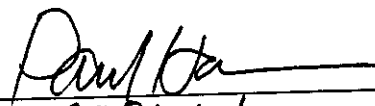
**PUBLIC BUILDING COMMISSION  
OF CHICAGO**

  
Secretary

  
Chairman

**CONSULTANT**

**VOA Associates, Inc.**

  
Title: COO Principal

Subscribed and sworn to before me this

4<sup>th</sup> day of August 2004.

  
Notary Public

My Commission expires: August 26, 2004

(Seal of Notary)

