# PUBLIC BUILDING COMMISSION OF CHICAGO SECOND AMENDMENT CONTRACT NUMBER PS889

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 16th day of May, 2008, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") between by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and Holabird and Root LLC ("Architect") dated May 10, 2005 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 10<sup>th</sup> day of May, 2005, ("Agreement"), wherein the Architect is to provide Architect of Record Services for Chicago Children's Advocacy Center, Phase II; 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

SectionA.9 – Contingent Additional Services is revised to add the following services:

- A.9.8. Architect is to complete exercises to develop two additional design options for the Chicago Children's Advocacy Center (CCAC) Phase II Project.
  - 1. Additional lease space across the street from the existing CCAC facility, in addition to construction of a two-story addition to the existing CCAC facility;

2. Lease space at 1340 S. Damen, in addition to construction of a three-story addition to the existing CCAC facility.

Exercises include test fits, space plans, statements of probable cost, and comparative analysis for these two additional options.

## 3. Schedule C Compensation of the Architect

## Section C.1 Architect's Fee is revised to include as follows:

The Architect shall be paid the amount of \$27,820.00 for the additional services outlined in Item 2 of this Amendment 2.

The Fixed Fee is increased to a total of \$446,720.00.

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.

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

ATTEST:

# **PUBLIC BUILDING COMMISSION OF CHICAGO**

BY: Edgrick C. Johnson	ohn Date: 6-11-08
Secretary BY:	MD ley
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**ARCHITECT** 

Holabird (	& Root LLC
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**Jeff Case** 

**Principal** 

Date: 5.27.08

Subscribed and sworn to me this

37th day of May 2008.

Bense R. Cennant

Notary Public

My Commission expires: January 4, 2011

(Seal of Notary)

OFFICIAL SEAL RENEE R TENNANT lotary Public - State of Illinois Commission Expires Jan 4, 2011

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