

**PUBLIC BUILDING COMMISSION OF CHICAGO  
SECOND AMENDMENT  
CONTRACT NUMBER PS 1028**

**THIS SECOND AMENDMENT AGREEMENT** is made and entered into as of the 25<sup>th</sup> day of June, 2008, and is part of the contract for Owner's Representative Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **BRADSHAW CONSTRUCTION & MANAGEMENT, INC.**, ("Owner's Representative") dated October 2, 2006 with the like operation and effect as if the same were incorporated therein.

**WITNESS:**

**WHEREAS**, the Commission and Owner's Representative have previously entered into an Contract dated the 6<sup>th</sup> day of October, 2006, ("Agreement"), wherein the Owner's Representative is to provide Owner's Representative services for the 7<sup>th</sup> District Police Station; and

**WHEREAS**, the Commission and Owner's Representative now desire to amend the Agreement to include additional services to the Scope of Services;

**NOW THEREFORE**, in consideration of the provisions and conditions set forth in the Agreement and this amendment, the parties mutually agree to amend the Agreement as here after stated.

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 A. 2 – Additional Services** is revised to add the following services:

- A.2.2. Extend full-time field services throughout the duration of Construction.
- A.2.3. Provide additional Construction Management, Supervision Services, Quality Assurance Oversight, and Scheduling Analysis Services.

3. **Schedule C - Compensation of the Owner's Representative**

**Section C.1 Owner's Representative Fee** is revised to add the following:

C.1.3. The Owner's Representative shall be paid the amount of \$137,229.00 for the additional services outlined in Item 2 of this Amendment 2. The Fixed Fee is increased to \$828,997.00.

Execution of this Amendment by the Owner's Representative is duly authorized by the Owner's Representative, and the signature(s) of each person signing on behalf of the Owner's Representative have been made with the complete and full authority to commit the Owner's Representative 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: Edgwick C. Johnson Date: 7-18-08  
Edgwick C. Johnson  
Secretary

BY: Richard M. Daley Date: \_\_\_\_\_  
Richard M. Daley  
Chairman

**OWNER'S REPRESENTATIVE**

**Bradshaw Construction & Management, Inc.**

By: John Bradshaw Date: 7-5-08  
John Bradshaw  
President

Subscribed and sworn to me this

7<sup>th</sup> day of July, 2008.  
Angela R. Wright  
Notary Public

My Commission expires: 05-25-2009

(Seal of Notary)

