

**PUBLIC BUILDING COMMISSION OF CHICAGO
SECOND AMENDMENT
CONTRACT NUMBER PS1242**

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 19th day of February, 2009, 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 **LEGAT ARCHITECTS** ("Architect") dated February 13, 2008 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 13th day of February, 2008, wherein the Architect is to provide Architect of Record Services for Lee Pasteur Hurley Area Elementary School; 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

Section IX- Additional Responsibilities and Reresentations within the Architects Base Scope of Services is revised to include the following:

- M. Architect shall provide design and engineering services related to planning, design, and contract administration for two additional ball fields and accompanying backstops, fencing, regrading the entirety of the Chicago Park District land for improved stormwater management, and redesign of existing earth berms for nature trails and spectator seating.

This work will add approximately 11 acres in area to the school site of originally approximately 2 acres.

3. Schedule D Compensation of the Architect

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

The Architect shall be paid the amount of \$121,184.00 for the additional services outlined in Item 2 of this Amendment 2.

The Fixed Fee is increased to a total of \$1,769,874.00.

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: Richard M. Daley Date: _____
Richard M. Daley
Chairman

BY: Edgwick C. Johnson Date: 3/27/09
Edgwick C. Johnson
Secretary

ARCHITECT

LEGAT ARCHITECTS
By: Patrick Brosnan Date: 2.25.09
Patrick Brosnan
President

Subscribed and sworn to me this

25 day of February 2009.

Geraldyn T. Hartmann
Notary Public

My Commission expires: 10-14-2012

(Seal of Notary)

