# SECOND AMENDMENT FEDERICO GARCIA LORCA ELEMENTARY SCHOOL (FORMERLY KNOWN AS AVONDALE ELEMENTARY SCHOOL) ARCHITECT OF RECORD SERVICES CONTRACT NUMBER PS1238

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 14th day of February, 2012, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Federico Garcia Lorca Elementary School, formerly known as Avondale Elementary School ("Agreement") between by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS, LTD. ("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 the Board of Education of the City of Chicago; 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 is amended to include the following Additional Services required for Avondale Elementary School to perform Architect of Record services:
  - 2.1 Architect will provide design and electrical engineering services required to add nine (9) motorized shades in the school dining room.

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## 3. Schedule D Compensation of the Architect

3.1 The Commission shall pay the Architect a timecard not to exceed fee of \$5,618.00 for the satisfactory performance of the Additional Services outlined in Item 2.1 above.

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 full force and effect.

(Signature Page Follows)

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

ATTEST:	PUBLIC BUILDING OF CHIC	
BY: Chairman	nuel	Date:
BY: Secretary	9	Date: 4/12/12
ARCHITECT		
By:   Jack Murchie Topp N  President	EC GAZDA-AUSKALN	Date: 4212
Subscribed and sworn to me this  day of	12.	"OFFICIAL SEAL" LISA A VECCHIOTTI Notary Public, State of Illinois Ty Commission Expires 10/01/2012
Neal & Leroy, LLC	<b>School - 2008\AOR - PS1238\PS</b>	Date: 41912012