

**PUBLIC BUILDING COMMISSION OF CHICAGO
SECOND AMENDMENT
CONTRACT NUMBER PS 1497**

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 11th day of January, 2011, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Ogden Replacement Elementary School ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **NAGEL HARTRAY DANKER KAGAN McKAY PENNY ARCHITECTS, LTD.** ("Consultant") dated March 10, 2009 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated the 10th day of March, 2009, wherein the Consultant is to provide Architect of Record Services for the Board of Education of the City of Chicago; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to include Additional Services performed and associated compensation due to Consultant;

WHEREAS, the Commission and Consultant now desire to amend the Agreement to delete certain Basic Services to be performed and associated compensation due to Consultant;

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 delete the following Services required for Ogden Replacement Elementary School:

2.1 Delete the following items from the Consultant's contract:

2.1.1. Schedule A., Section B. Requirements by Phase-II. Part II - Design/Engineering for Vertical (Building) Construction and Site Development, B. Design Development Phase, Item 10.

2.1.2. Schedule A., Section B. Requirements by Phase-II. Part II - Design/Engineering for Vertical (Building) Construction and Site Development, C. Construction Documents Phase, Item 3.

2.1.3. Schedule A., Section B. Requirements by Phase-II. Part II - Design/Engineering for Vertical (Building) Construction and Site Development, B. Design Development Phase, Item 9, 11, 15 and 17.b). Delete services related to the AOR's Estimate of Probable Construction Costs

2.1.4. Schedule A., Section B. Requirements by Phase-II. Part II - Design/Engineering for Vertical (Building) Construction and Site Development, C. Construction Documents Phase, Item 5, 6, 14.(c) and 14 d). Delete services related to the AOR's Estimate of Probable Construction Costs

3. Schedule A - Scope of Services is amended to include the following Additional Services required for Ogden Replacement Elementary School to perform Architect of Record services:

3.1 Extend review of sub-contractor's scope/bids, multiple phase permit acquisition, bidding and procurement and sub-contractor coordination due to changed project delivery method.

3.2 Additional services related to unforeseen site conditions, including unsuitable soils review, corrected survey, tree tagging, and support for the grant application for green roof technology and thermal efficiency.

3.3 Additional Construction Administration services required from August 2010 through project close-out

4. **Schedule D – Compensation of Architect**

Section I. Architect's Fee is revised as follows:

- 4.1 The Commission shall credit (\$96,847.00) for the deleted Services outlined in Item 2.1 above.
- 4.2 The Commission shall pay the Consultant for the satisfactory performance of the Additional Services outlined in Item 3.1 above for a time card not-to-exceed amount of \$63,477.18.
- 4.3 The Commission shall pay the Consultant for the satisfactory performance of the Additional Services outlined in Item 3.2 above for a time card not-to-exceed amount of \$18,208.80.
- 4.4 The Commission shall pay the Consultant for the satisfactory performance of the Additional Services outlined in Item 3.3 above for a time card not-to-exceed amount of \$57,420.00.

Execution of this Amendment by the Consultant is duly authorized by the Consultant, and the signature(s) of each person signing on behalf of the Consultant have been made with the complete and full authority to commit the Consultant 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.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

(Signature Page follows)

ARCHITECT OF RECORD SERVICES
OGDEN REPLACEMENT ELEMENTARY SCHOOL - PS1497-A2
PROJECT NO. 05160

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

PUBLIC BUILDING COMMISSION OF CHICAGO

BY: Richard M. Daley
Richard M. Daley
Chairman

Date: _____

ATTEST:

BY: Edgwick C. Johnson
Edgwick C. Johnson
Secretary

Date: 3/9/11

ARCHITECT

NAGEL HARTRAY DANKER KEAGAN MCKAY PENNY ARCHITECTS, LTD

By: Dirk Danker
President

Date: FEB. 14, 2011

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by DIRK DANKER and _____
on behalf of Consultant this 14th day of FEB 2011.

Renee Larbi
Notary Public

My Commission expires:

(SEAL OF NOTARY)



Approved as to form and legality

Jacinta Epting
Neal & Leroy, LLC

Date: 3-11