SECOND AMENDMENT
COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES
PUBLIC BUILDING COMMISSION
CONTRACT NUMBER PS1682B

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 9th day of August, 2011, and shall be deemed and taken as forming a part of the Agreement for Comprehensive Digital Construction Printing Services ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **Cushing and Company** ("Vendor") dated September 1, 2009 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Vendor have heretofore entered into an Agreement dated September 1, 2009, wherein the Vendor is to provide Comprehensive Digital Construction Printing Services for the Commission; and

WHEREAS, the Commission and Vendor now desire to amend the Agreement to extend the Term of the Agreement and to include additional associated compensation due to Vendor;

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. **5.0.b Agreement Extension Option;**

   The Commission has elected to extend this Agreement for two additional years.

   Schedule B Compensation of the Vendor is revised as follows:

   B.1 The Vendor shall be paid for the satisfactory performance of the Services as a not to exceed amount of **$100,000.00** for Services performed during the term of the Second Amendment. Vendor will be compensated for Services provided as indicated on the attached vendor price list Attachment C of this Amendment 2.

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

(Signature Page follows)

SECOND AMENDMENT
COMPREHENSIVE DIGITAL CONSTRUCTION PRINTING SERVICES
PUBLIC BUILDING COMMISSION
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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 2.

PUBLIC BUILDING COMMISSION OF CHICAGO

BY: Rahm Emanuel Date: 9/9/11
Rahm Emanuel
Chairman

ATTEST:

BY: Date: 9/12/11
Lori A. Lypson
Secretary

CUSHING & COMPANY

By: Date: Aug 24, 2011
President

AFFIX CORPORATE SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by _____

on behalf of Vendor this 24th day of August 20 11.

Notary Public

My Commission expires: 2/14/15

(SEAL OF NOTARY)

DEMETRIUS CALHOUN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
February 14, 2015

Approved as to form and legality

Neal & Leroy, LLC Date: 8/30/2011

ATTACHMENT A
SCOPE OF SERVICES

Refer to Schedule A-Scope of Services, Contract No. PS1682B, dated September 1, 2009.

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ATTACHMENT B
COMPENSATION

B.1. **VENDOR'S FEE**

B.1.1 The Commission shall pay the Vendor for the satisfactory performance of the Services a **Not to Exceed Fee ("Fee")** of **$100,000.00** for all Work included in Attachment A.

B.1.2 Vendor's Fee will include travel, expenses, profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

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ATTACHMENT C
VENDOR PRICE LIST

Refer to Attachment A-Cost Fee Schedule, Contract No. PS1682A, dated September 1, 2009

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