

**SECOND AMENDMENT  
TRAFFIC STUDY SERVICES  
BACK OF THE YARDS HIGH SCHOOL  
PROJECT NO.: 05150  
CONTRACT NUMBER PS 1745**

**THIS SECOND AMENDMENT AGREEMENT** is made and entered into as of the 12th day of July, 2010, and shall be deemed and taken as forming a part of the Agreement for Traffic Study Services for Back of the Yards High School ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **REGINA WEBSTER & ASSOCIATES, INC.** ("Consultant") dated January 22, 2010 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 January 22, 2010, wherein the Consultant is to provide Traffic Study Services for 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;

**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 additional services required for Back of the Yards High School to perform Traffic Study Services. The scope for this service is detailed in Attachment A to this Amendment 2.

- 3. Schedule C Compensation of the Consultant** is revised as follows:

**C.1** The Consultant shall be paid the not to exceed amount of **\$4,400.00** for the additional services outlined in Attachment B of this Amendment 2.

The Not to Exceed Fee is increased to a total of **\$15,000.00**.

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)*

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

**PUBLIC BUILDING COMMISSION  
OF CHICAGO**

BY: [Signature] Date: 7/29/10  
Erin Lavin Cabonargi  
Executive Director

ATTEST:  
BY: [Signature] Date: 8/4/2010  
Edgwick C. Johnson  
Secretary

**REGINA WEBSTER & ASSOCIATES, INC.**

By: [Signature] Date: 7/12/10  
President

**AFFIX CORPORATE**

**SEAL, IF ANY, HERE**

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Regina Webster and —  
on behalf of Consultant this 12th day of July, 2010.

[Signature]  
Notary Public

My Commission expires: 4/26/14

(SEAL OF NOTARY)



Approved as to form and legality

[Signature] Date: 7/19/10  
Neal & Leroy, LLC

**ATTACHMENT A  
SCOPE OF WORK  
TRAFFIC STUDY SERVICES  
BACK OF THE YARDS HIGH SCHOOL  
PROJECT NO.: 05150  
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The Scope of Services includes but is not limited to:

- Conducting peak period turning movement counts at the intersection of 48<sup>th</sup> Street and Damen Avenue from 7:00AM to 9:00AM and from 4:00PM to 6:00PM;
- Observations to assess the utilization of on-street parking during three time periods: 6:30AM, 3:30PM and 6:00PM; and
- Analyzing the data collected in the context of the request to evaluate alternatives for improving future operations of 48<sup>th</sup> Street.

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**ATTACHMENT B  
SCHEDULE OF COST  
TRAFFIC STUDY SERVICES  
BACK OF THE YARDS HIGH SCHOOL  
PROJECT NO.: 05150  
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The Commission shall pay the Consultant for the satisfactory performance of the Services a **Not to Exceed Fee ("Fee") of \$4,400.00** for all work included in Attachment A.