

**SECOND AMENDMENT
TRAFFIC STUDY SERVICES FOR VARIOUS SITES
AGREEMENT NUMBER PS15571**

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 14th day of January, 2014, and shall be deemed and taken as forming a part of the Agreement for Traffic Study Services for Various Sites ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **DLZ ILLINOIS, INC. formerly known as REGINA WEBSTER & ASSOCIATES, INC.** ("Consultant") dated April 5, 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 April 5, 2010, wherein the Consultant is to provide Traffic Study Services for Various Sites for the Commission; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to exercise its option to extend the Agreement terms;

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 CONTRACT AS THOUGH FULLY SET FORTH HEREIN.

2. Article VI. Terms, is revised to extend the term of the Agreement to January 13, 2015.

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 full force and effect.

(Signature Page follows)

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

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Ral Emanuel
Chairman

Date: _____

ATTEST:

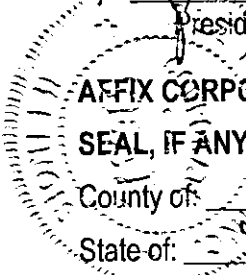
BY: [Signature]
Secretary

Date: 2/3/14

DLZ ILLINOIS, INC.

By: Joseph C. Zwierzynski
President

Date: JAN. 22, 2014



AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Joseph Zwierzynski
on behalf of Contractor this 22nd day of Jan, 20 14.

Mona Croitoru
Notary Public

My Commission expires:
(SEAL OF NOTARY)



Approved as to form and legality

Anne L. Freda
Neal & Leroy, LLC

Date: 1-29-14

PUBLIC BUILDING COMMISSION OF CHICAGO

DLZ ILLINOIS, INC.

REGINA WEBSTER & ASSOCIATES, INC.

NOVATION

THIS NOVATION is made and entered into this date of January 21, 2013, by and between the Public Building Commission of Chicago, hereinafter referred to as the "CLIENT", DLZ Illinois, Inc., hereinafter referred to as "DLZ," and Regina Webster & Associates, Inc., hereinafter referred to as "RWA," for the purpose of novating Contract No. PS1557I, dated April 9, 2010, hereinafter referred to as "CONTRACT."

WITNESSETH:

WHEREAS, the CONTRACT provides for RWA to provide CLIENT certain services; and

WHEREAS, it is the intent of the parties to remove RWA as a party to the CONTRACT and to place in its stead DLZ, which will assume all title, rights, interest, equity, liability, and obligations in and under the CONTRACT; and

WHEREAS, DLZ agrees to assume all title, rights, interest, equity, liability, and obligations in the CONTRACT, retroactive to April 9, 2010.

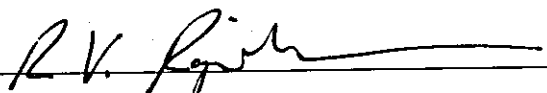
NOW, THEREFORE, the parties agree that the CONTRACT be, and the same is novated as follows:

1. The CLIENT and DLZ unconditionally release from April 9, 2010 forward RWA from all its title, rights, interest, equity, liability, and obligations in and under the CONTRACT. DLZ agrees to assume all title, rights, interest, equity, liability, and obligations of RWA in and under the CONTRACT, retroactive to April 9, 2010.
2. RWA agrees to turn over to DLZ any and all documents, including papers, records, billings, and accounting that relate to the CONTRACT. DLZ agrees to accept and maintain said documents and to make said documents available to the CLIENT upon the CLIENT's request.
3. All references in the CONTRACT to RWA will be construed to mean DLZ, which unconditionally agrees to undertake and perform all obligations of the CONTRACT and to stand in the stead of RWA with regard to all liabilities created by the CONTRACT. DLZ agrees to assume all title, rights, interest, equity, liability, and obligations of RWA in and under the CONTRACT, retroactive to April 9, 2010.

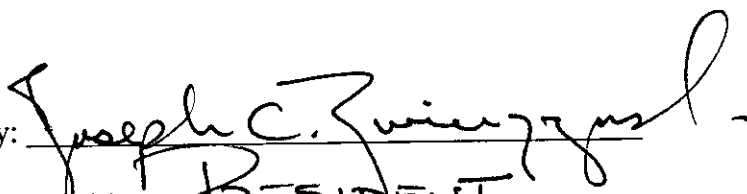
4. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.

IN WITNESS WHEREOF, the parties have caused this Novation to be executed as of the date first set forth above.

REGINA WEBSTER & ASSOCIATES, INC.

By: 
Title: VICE PRESIDENT

DLZ ILLINOIS, INC.

By: 
Title: PRESIDENT

PUBLIC BUILDING COMMISSION OF CHICAGO

By: _____

Title: _____