THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 11th day of August 2015, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and Smith Harding Joint Venture ("Architect") dated October 1, 2014 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 1st day of October 2014, wherein the Architect is to provide Architect of Record Services for Canty Elementary School Annex; 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

2.1 The Architect is to provide additional design and engineering services, including: video scoping of site catch basis required for surveyor to determine invert elevations and underground piping locations, provide an airplane noise study to measure extent and impact of overhead airplane noise and develop options for controlling noise as a result of the study.

## 3. Schedule D Compensation of the Architect

3.1 The Maximum Compensation to be paid to the Architect under this Amendment is increased by \$35,170.00 for a total maximum compensation of \$1,311,220.00.

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.

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

ATTEST: PUBLIC	BUILDING COMMISSION OF CHICAGO
BY: Mayor Rahm Emanuel Chairman	Date:
BY: Lori Ann Lypson Secretary	Date: 12/4/15
	Architect
Smith-Harding Joint Venture	
By: Panca Harding	
Subscribed and sworn to me this	
10th day of September 2015.	OPPICIAL SEAL
Wasun Colorwanii Notary Public	NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Jul 8, 2019
My Commission expires: 07 .08 .19	
(Seal of Notary)	
Approved as to form and legality  Approved Appro	Date: 9 - 16 - 15

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BY: Mayor Rahm Emanuel Chairman	Date:
BY: Lori Ann Lypson Secretary	Date: 12/4/15
	Architect
Smith-Harding Joint Venture	
By: Paul A. Hardin	Date: <u>9.10.15</u>
Subscribed and sworn to me this	-
10th day of September 2015.	OFFICIAL SEAL
Notary Public	NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires Jul 8, 2019
My Commission expires: 07 . 08. 10	9
(Seal of Notary)	
Approved as to form and legality  Approved as to form and legality  Approved as to form and legality  Approved as to form and legality	Date: 9-16-15