# FIRST AMENDMENT ENGINEER OF RECORD SERVICES LINDBLOM MATH AND SCIENCE ACADEMY CONTRACT NUMBER PS2043

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 14th day of July 2015, and shall be deemed and taken as forming a part of the Agreement for Engineer of Record Services ("Agreement") by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and Infrastructure Engineering ("Engineer") dated December 9, 2014 with the like operation and effect as if the same were incorporated therein.

### WITNESSETH:

WHEREAS, the Commission and Engineer have heretofore entered into an Agreement dated the 9th day of December 2014, wherein the Engineer is to provide Engineer of Record Services for Lindblom Math and Science Academy; and

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

**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 Engineer is to provide additional Engineer of Record Services relating to the redesign of the parking lot.
- 3. Schedule D Compensation of the Architect
  - 3.1 The Maximum Compensation to be paid to the Engineer under this Amendment is increased by \$9,470.00 for a total maximum compensation of \$88,273.32.

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

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IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 1.

PUBLIC BUILDING COMMISSION  OF CHICAGO	
BY: Mayor Rahm Emanuel Chairman	Date:
BY: Lofi Ann Lypson Secretary	Date: 7/28/15
ENGINEER	
Infrastructure Engineering  By:  D	ate: 7(15/2015
Subscribed and sworn to me this	MELISSA N DAVIS Notary Public, State of Indiana
Melissa N Davis  Notary Public	Marion County Commission # 656938 My Commission Expires August 17, 2022
My Commission expires: 17, 1022	
(Seal of Notary)	
Approved as to form and legality  Neal & Leroy, LLC	Date: 7-17-15



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### CONSENT

### OF THE BOARD OF DIRECTORS

OF

## INFRASTRUCTURE ENGINEERING, INC.

The undersigned, being all the members of the Board of Directors of INFRASTRUCTURE ENGINEERING, INC., an Illinois corporation (the "Company"), acting pursuant to Section 8.45 of the Illinois Business Corporation Act, does hereby waive all notice required by statutes or otherwise consent to and adopts the following resolutions in lieu of a special or annual meeting, to-wit:

- 1. Antoinette R. Coates is hereby appointed as Secretary of the company, to serve until her successor shall have been elected and qualified.
- 2. Kashif J. Khan is hereby appointed as Vice President of the company, to serve until his successor shall have been elected and qualified.
- 3. Kashif J. Khan has the authority to sign contracts.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Consent this 11<sup>th</sup> day of January 2011.

(ashif I Khan

Antoinette R. Coates