# PUBLIC BUILDING COMMISSION OF CHICAGO SECOND AMENDMENT CONTRACT NUMBER PS 900

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 10th day of June, 2009, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") between by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and HANNO WEBER & ASSOCIATES ("Architect") dated October 3, 2005 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 3<sup>rd</sup> day of October, 2005, wherein the Architect is to provide Architect of Record Services for Norwood Senior Satellite Center; 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

Section A8 – Additional Responsibilities and Representations is revised to add the following:

A.8.13 Architect will provide additional construction observation services which will include up to 100 hours by the Principal, 100 hours by the Project Manager and 50 hours by the Project Architect. Fees for these services will be based on the Architect's hourly rates times a 2.5 multiplier which will be verified by timecards.

#### Page 1 of 3

### 3. Schedule C Compensation of the Architect

Section C.1 Architect's Fee is revised to include as follows:

The Architect shall be paid the not to exceed amount of \$20,000.00 for the additional services outlined in Item 2 of this Amendment 2. Billing for these services will be on a timecard basis.

The Fixed Fee is increased to a total of \$201,200.00.

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 force and effect.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

BY: Richard M. Daley	Ley Date:
Chairman	
ATTEST:	
BY: Secretary Throw Secretary	Date: 8 6 0 9
,	ARCHITECT
HANNO WEBEER & ASSOCIATES	, .
By: Dalles Dely	Date: 07/12/09
Hanno Weber Principal	Date: 07/12/09
Subscribed and sworn to me this	
Notary Public	"OFFICIAL SEAL"  HEINRICH ERNST Notary Public, State of Illinois My Commission Expires Dec. 29, 2012  Commission No. 433315
My Commission expires: 인수는 구역 한다고	
(Seal of Notary)	
Approved as to form and legality	

Page 3 of 3

Neal & Leroy, LLC