

**SECOND AMENDMENT  
PLAYGROUND EQUIPMENT AND SERVICES  
CONTRACT NUMBER PS1921B**

**THIS SECOND AMENDMENT AGREEMENT** is made and entered into as of the August 11, 2015 and shall be deemed and taken as forming a part of the Agreement for Playground Equipment and Services ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **Landscape Structures, Inc. and NuToys Leisure Products, Inc.** ("Consultant") dated August 14, 2012 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 14<sup>th</sup> day of August 2012, wherein the Consultant is to provide Playground Equipment and Services for Various Sites for the Commission; 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**
  - 2.1      The Consultant is to provide Playground Equipment and Services as described in the Agreement. This Amendment exercises the second of two one-year options to extend the term of the Agreement to August 14, 2016.

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.

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

ATTEST:

PUBLIC BUILDING COMMISSION  
OF CHICAGO

*Rahm Emanuel*

BY: \_\_\_\_\_  
Mayor Rahm Emanuel  
Chairman

Date: \_\_\_\_\_

*Lori Ann Lypson*

BY: \_\_\_\_\_  
Lori Ann Lypson  
Secretary

Date: 9/10/15

Landscape Structures, Inc.

Consultant

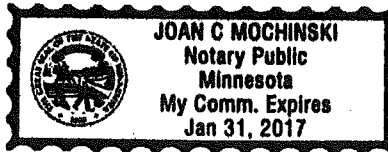
By: *[Signature]*

Date: 8/31/15

Subscribed and sworn to me this

31 day of August 20 15.

*Joan C. Mochinski*  
Notary Public



My Commission expires: 1-31-17

(Seal of Notary)

Approved as to form and legality

*Anne L. Zredd*  
Neal & Leroy, LLC

Date: 9/2/15

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PLAYGROUND EQUIPMENT AND SERVICES  
CONTRACT NUMBER PS1921B

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

ATTEST:

PUBLIC BUILDING COMMISSION  
OF CHICAGO

BY: Rahm Emanuel Date: \_\_\_\_\_  
Mayor Rahm Emanuel  
Chairman

BY: [Signature] Date: 9/10/15  
Lori Ann Lypson  
Secretary

Consultant

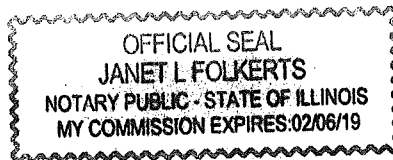
NuToys Leisure Products, Inc.

By: Meina Stagg Date: 8/31/15  
President

Subscribed and sworn to me this

31st day of August 2015

[Signature]  
Notary Public  
My Commission expires: 02/06/19



(Seal of Notary)

Approved as to form and legality

Anne L. Zredd Date: 9/2/15  
Neal & Leroy, LLC