

**PUBLIC BUILDING COMMISSION OF CHICAGO
SECOND AMENDMENT
CONTRACT NUMBER PS1069**

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 18th day of February, 2009, and shall be deemed and taken as forming a part of the Agreement for Design Architect for Chicago Public Schools – Elementary Schools (“Agreement”) between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois (“Commission”) and **SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS, LTD.** (“Architect”) dated May 8, 2007 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 8th day of May, 2007, wherein the Architect is to provide Design Architect services for Chicago Public Schools – Elementary Schools; 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 D Compensation

Section I. Fee is revised to increase the fee by an amount of \$1,000,000.00 to a total amount of \$1,500,000.00. Section I.A is revised as follows:

A. The maximum compensation paid to the Design Architect under this Agreement is not-to-exceed **\$1,500,000.00**. The Design Architect will not be entitled to compensation above this amount without a written amendment.

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.

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Richard M. Daley Date: _____
Richard M. Daley
Chairman

BY: Edgwick C. Johnson Date: 3/27/09
Edgwick C. Johnson
Secretary

ARCHITECT

SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS, LTD.

By: Jack Murchie Date: 2/23/2009
Jack Murchie
President

Subscribed and sworn to me this

23rd day of February 2009.

LISA A. VECCHIOTTI
Notary Public

My Commission expires: ~~2012~~ 10/01/2012

(Seal of Notary)

