Amendment No. 2 to Storage and Service Agreement, Contract No. 11343

This Amendment No. 2 (hereinafter "Amendment No. 2") to that certain **Storage and Service Agreement** (the "Agreement" as originally executed and as thereafter amended) is made effective as of the 1st day of August, 2016, by and between the **CHICAGO HOUSING AUTHORITY** ("CHA" or "Depositor"), an Illinois municipal corporation with offices at 60 East Van Buren, Chicago, Illinois, and **R-4 Services, LLC** (the "Vendor" or "Company), a Delaware Limited Liability Company, authorized to conduct business in the State of Illinois, with offices at 1301 W. 35th St., Chicago, Illinois 60609.

WHEREAS, CHA and Vendor previously entered into the Storage and Service Agreement pursuant to terms and conditions offered and agreed pursuant to CHA's RFP # 13-01162 for the performance of off-site document storage/retrieval, record management, and related services and activities; and

WHEREAS, CHA and Vendor wish to amend the Agreement through the provision of additional not-to-exceed compensation under the Agreement for Services to be provided or rendered during and through the first option term previously exercised in Amendment No. 1 to this Agreement;

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and Vendor agree as follows:

1. Section 4 of the Agreement, is hereby amended, by the addition of the following Section 4(h), which supplants the former compensation verbiage set forth in Amendment No. 1 to this Agreement:

   "Compensation.

   Pursuant to the procurement and award under RFP # 13-01162, the Depositor and the Company entered into the Agreement, subject to the general terms of this Section 4 and the fixed rates for service(s) incorporated in Attachment A, and further subject to the Depositor's authorization of compensation for the Initial Term in an amount not to exceed One Hundred Twenty Nine Thousand and 00/100 Dollars ($129,000.00).

   In consideration of the CHA's election to exercise the first one (1) year option term reserved under the Agreement and its provision of additional not-to-exceed compensation in the amount of Sixty Four Thousand Five Hundred and 00/100 Dollars ($64,500.00) for Services to be rendered during and through the term of the Agreement (inclusive of the first option year, which shall conclude on September 20, 2016), and for other valuable consideration exchanged between the parties, the total compensation payable for the complete and satisfactory performance of Services arising under the Agreement was increased to a total amount not-to-exceed One Hundred Ninety Three Thousand Five Hundred and 00/100 Dollars ($193,500.00) through the parties' execution of Amendment No. 1 to this Agreement.

The Depositor now seeks to add compensation for this Agreement in the not-to-exceed amount of Thirty Eight Thousand and 00/100 Dollars ($38,000.00), resulting in the new revised total amount not-to-exceed Two Hundred Thirty One Thousand Five Hundred and 00/100 Dollars ($231,500.00), inclusive of the period covering the Initial Term and the First Option Term."

2. Full Force and Effect.
The Contract is hereby modified in all other respects to give effect to the foregoing modification and, as so modified, shall remain in full force and effect and shall continue to constitute the valid and binding obligations of the parties hereto. Except as modified hereby, the Contract is hereby ratified, confirmed and approved.

3. Effectiveness and Construction.
This Amendment No. 2 to the Contract has been executed, delivered and accepted and shall be deemed to have been made under and shall be governed by and construed in accordance with laws of the state of Illinois.

4. Continuing Validity.
All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the CHA and the Contractor have caused this Amendment No. 2 to the Agreement to be executed and become effective as of the date set forth above.

CHICAGO HOUSING AUTHORITY

By: Dionna Brookens

Dionna Brookens
Chief Procurement Officer
Department of ~~Purchasing~~ Procurement and Contracts

Date: 8/16/16

R-4 SERVICES, LLC

By: [illegible]

Title: President

Date: August 2, 2016

APPROVED AS TO FORM AND LEGALITY

By: [illegible]
Chicago Housing Authority
Office of the General Counsel