

## ADDENDUM A

In consideration of the mutual covenants and promises of the parties hereunder, this Addendum A, shall be incorporated into and made a part of the Agreement For Professional Services relating to balcony repairs in 2013, including Parts I-III (the "Agreement") between Postl-Yore and Associates, Inc. ("Postl-Yore") and Dana Point Condominium Association (the "Association". To the extent there is any inconsistency between this Addendum and any part of the Agreement, this Addendum shall control.

The Agreement is modified as follows:

- I. The Agreement at Part 2 entitled "Payments to the Engineer/Architect" shall be modified so that the fourth paragraph shall read as follows (strikeout are words deleted, underline are words added):

Invoices are submitted monthly based upon the percent of completion of services at the time of billing and are due and payable upon receipt. Each request for payment shall include a statement of the work completed at the time of payment request submitted. All applications for payment shall be accompanied by applicable Postl-Yore's waivers of mechanic's lien for the full amount of the payment All waivers and affidavits shall conform to the requirements of the Illinois Mechanics' Lien Act and meet the approval of the Association, prior to any release of any payment. Invoices remaining unpaid for thirty days bear interest at the rate of seven percent per annum ~~one and one-half percent per month~~ from the date of the invoice. No interest shall accrue on disputed amounts ultimately found not to be due. Disputed amounts ultimately found to be due shall bear interest at said rate from the date of the invoice. ~~If collection proceedings are required to collect unpaid invoices we shall be entitled to reimbursement for collection costs, including court costs and reasonable attorneys' fees.~~

- II. The Agreement, at Part 3 entitled "Standard Terms and Conditions," is hereby modified by adding the following to Paragraph 9:

Notwithstanding anything in this paragraph, the limits of the amount of PYA's insurance shall be reasonably satisfactory to the Association. PYA shall provide Certificates of all insurance to the Association prior to performing any work, and shall submit new Certificates upon any renewal or change in any policy so that proof of continuous coverage is provided to the Association at all times throughout.

- III. The Agreement is modified at Part 3, entitled "Standard Terms and Conditions" by deleting Paragraph 11 in its entirety.

- IV. The Agreement at the "Rate Schedule" is hereby modified by deleting the second paragraph regarding invoicing, in its entirety, so that all invoicing and payments shall be performed and governed in accordance with the Agreement, Part 2 entitled "Payments To The Engineer/Architect."
- VI. The Agreement at the "Rate Schedule," at the last paragraph, shall be modified to read as follows (strikeout are words deleted, underline are words added):

We warrant that we will use reasonable professional care. ~~We make no other warranty, express or implied. Client agrees that our maximum liability for any reason will be the lesser of \$50,000.00 or the amount of fees actually paid under this agreement.~~ Our proposal letter and this Schedule and any signed Addendum represent the complete agreement, and may only be changed in writing, signed by both parties.

DANA POINT CONDOMINIUM  
ASSOCIATION (Client):

POSTL-YORE AND ASSSOC., INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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