

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS 966**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 12th day of May, 2009, as approved by the Board of Commissioners on September 9, 2008, 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 **THE MACONDO CORP.** ("Architect") dated June 13th, 2006 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 13th day of June, 2006, wherein the Architect is to provide Architect of Record Services for Marshall Campus Park 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**
2. **THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THE AMENDMENT AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.**
3. **Schedule A - Scope of Services**

The Completion Date of Services is extended to September 30, 2009.

4. **Schedule A - Scope of Services**

Section A.7- Contingent Additional Services is revised to add the following:

A.7.7 The Architect will provide the following services:

- Provide 5 additional schematic parking layout alternates, beyond the 2 required in the original agreement;
- Attend meeting with Alderman and Local School Council;
- Provide color rendering of the site plan;
- Design Development and Construction Documentation associated with the Vacation of Public Ways - Civil Engineering for Street Modifications;
- Additional Electrical Plumbing and Architectural drafting of changes and modifications;
- Additional coordination and management services.

6. Schedule C Compensation of the Architect

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

The Architect shall be paid the amount of \$33,710.00 for the additional services outlined in Item 5 of this Amendment 1.

The Fixed Fee is increased to a total of \$223,710.00.

7. Reimbursable expenses are increased by \$1500.00 and Section C.3.2 is revised as follows:

Costs of these expenses are on a not to exceed basis of \$32,900.00.

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. 1.

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

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

ATTEST:

BY: *Edgwick C. Johnson* Date: 6-24-09
Edgwick C. Johnson
Secretary

ARCHITECT

The Macondo Corp.

By: *Henry B. Konover* Date: 6/3/09
Henry B. Konover
Vice-President

Subscribed and sworn to me this

3RD day of June 2009.

Michael T. Moton
Notary Public

My Commission expires: *Henry Konover*

(Seal of Notary)

