

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS 317**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 6th day of June, 2008, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Carroll School-Hayes Campus Park ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **DESTEFANO AND PARTNERS** ("Architect") dated February 8, 2000 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 February, 2000, wherein the Architect is to provide Architect Services for Campus Parks Project; 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 B - Scope of Services

1. Amend the Completion Date of Services to May 14, 2004

2. Add to Schedule B – Scope of Services the following:

B8.4 Additional Services

Additional services rendered and required to be performed by the AOR. The additional services were provided during a period which began upon the expiration of DeStefano + Partners' AOR contract on October 31, 2001 through May 14, 2004, when the facility opened.

3. **Schedule D Compensation of the Architect**

Section D.1 Compensation of Architect is revised to include as follows:

D1. The Architect shall be paid the lump sum fee in the amount of \$220,000 for the additional services outlined in Item 2 of this Amendment 1. The Fixed Fee for this Agreement is increased to \$720,000.00

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.

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

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

BY: *Edgwick C. Johnson* Date: 7-7-08
 Edgwick C. Johnson
 Secretary

ARCHITECT

DESTAFONO AND PARTNERS

By: *James R. DeStefano* Date: June 11, 2008
 James R. DeStefano
 President

Subscribed and sworn to me this

11th day of June 2008.

Sally C. Draht
Notary Public

My Commission expires: 6/23/2011

(Seal of Notary)

