

**AMENDMENT AGREEMENT NO. 1**

**THIS AMENDMENT AGREEMENT** is made and entered into, by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois (herein after referred to as the "Commission") and **Ilekis Associates** (herein after referred to as the "Architect").

**WITNESSETH:**

**WHEREAS**, the Commission and the Architect have heretofore entered into an Agreement dated March 25, 2003, (herein after referred to as the "Agreement"), wherein the Architect is to perform certain professional services associated with the construction of Miles Davis Academy; and

**WHEREAS**, the Commission and the Architect now desire to amend the Agreement to increase the amount and allocation of the compensation per phase due the Architect; and

**WHEREAS**, Section 4.a. of the Agreement provides that the Commission and the Architect may, from time to time, by mutual agreement, amend the Agreement by amending Schedule A hereto; and

**WHEREAS**, Section 4.1. of the Agreement provides that the Commission may, from time to time, issue amendments to the agreement as mutually agreed to by the 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:

**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 A-Scope of Services**

The Architect shall provide the following additional services in preparation of the Bidding Documents. These services are included at the request of the User Agency.

### **Gymnasium Wall Modifications**

New wall sections and details, interior elevations, floor and ceiling plan modifications including structural impacts.

### **Change Wall/Partition Construction from Masonry to Gypsum**

Changes applied to some Classroom areas, Office, Storage, Library and Dining area. Multiple plan changes, partition types, development of new wall sections and detail, structural modifications and coordination

### **Chiller Well Modifications**

Modify plans, details, sections and specifications for the removal of face brick from exterior walls of the chiller well. Reface with Exterior Insulation and Finish System (EIFS)

### **Replace UPS System with Exterior Emergency Diesel Generator**

**Lighting and control modification, electrical revision to accommodate heating system changes**

**Increase Ductwork Velocity, Provide CHU's in Stairs in lieu of FPB's**

**Provide VAV's in lieu of Fan Powered Boxes (interior zones)**

**Revise design delta on heating system to 30 degrees**

**Revise closed-circuit television system and components**

**Supply Energy Modeling utilizing DOE Software**

**Revise Bid Documents to accommodate Lighting control system**

## **3. Schedule C**

The Architect's fee during the Construction Documents phase of the Agreement is hereby increased by a total of \$65,035.00 during the Construction Documents phase for a total Fixed Fee of \$660,180.00.

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 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 full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement No. 1.

**PUBLIC BUILDING COMMISSION  
OF CHICAGO**

**ATTEST:**

Edmund Johnson Secretary  
Richard M. Daley Chairman

**CONSULTANT**

Helix Associates  
Mark L. Luchko President

Subscribed and sworn to before me this

8<sup>th</sup> day of Feb 2005.

Harvey Goldstein  
Notary Public

My Commission expires: Aug. 10, 2006

(Seal of Notary)

