

**PUBLIC BUILDING COMMISSION OF CHICAGO  
FIRST AMENDMENT  
CONTRACT NUMBER PS 962**

**THIS FIRST AMENDMENT AGREEMENT** is made and entered into as of the 14<sup>th</sup> day of November, 2008, and shall be deemed and taken as forming a part of the Agreement for Professional Engineering Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **GREELEY AND HANSEN LLC**. ("Engineer") dated March 14, 2006 with the like operation and effect as if the same were incorporated therein.

**WITNESSETH:**

**WHEREAS**, the Commission and Engineer have heretofore entered into an Agreement dated the 14th day of March, 2006, wherein the Engineer is to provide Professional Engineering Services for South Water Purification Plant Chlorine Improvements; and

**WHEREAS**, the Commission and Engineer now desire to amend the Agreement to include additional Services performed and associated compensation due to Engineer;

**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 A - Scope of Services**

**Section A.8- Contingent Additional Services** is revised to add the following:

A.8.5. The Engineer must perform structural analysis to determine the as-is Load Capacity of the existing walkway bridge for Contractor access to remove and replace the existing Ejector 17.

**3. Schedule C Compensation of the Engineer**

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

D. The Engineer shall be paid the amount of \$4,000.00 for the additional services outlined in Item 2 of this Amendment 1.

The Maximum Compensation is increased to a total of \$3,476,497.00.

Execution of this Amendment by the Engineer is duly authorized by the Engineer, and the signature(s) of each person signing on behalf of the Engineer have been made with the complete and full authority to commit the Engineer 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: 12-11-08  
Edgwick C. Johnson  
Secretary

ENGINEER

GREELEY AND HANSEN LLC

By: John C. Vogel Stephen H. Palac Date: 11.19.08  
John C. Vogel Stephen H. Palac  
Principal

Subscribed and sworn to me this

19 day of November 2008.

Sheree M. Hill  
Notary Public

My Commission expires: 10-17-11

(Seal of Notary)

