

**PUBLIC BUILDING COMMISSION OF CHICAGO  
FIRST AMENDMENT  
CONTRACT NUMBER PS149**

**THIS FIRST AMENDMENT AGREEMENT** is made and entered into as of the 15<sup>th</sup> day of May, 2008, and shall be deemed and taken as forming a part of the Agreement for Owners Representative Services for Campus Park Development ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **HARRY O. HEFTER ASSOCIATES, INC** ("Owner's Representative") dated January 13, 1998 with the like operation and effect as if the same were incorporated therein.

**WITNESSETH:**

**WHEREAS**, the Commission and Owner's Representative have heretofore entered into an Agreement dated the 13<sup>th</sup> day of January, 1998, ("Agreement"), wherein the Owner's Representative is to provide Owner's Representative Services for Campus Parks Project; and

**WHEREAS**, the Commission and Owner's Representative now desire to amend the Agreement to include additional Services performed and associated compensation due to Owner's Representative

**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**

Add to Schedule A – Scope of Services the following:

**6.0 Additional Services**

Owners Representative Services associated with the completion of Hayes Park Natatorium as outlined in the attached document.

**3. Schedule C Compensation of the Owner's Representative**

**Section D.1 Compensation of Owner's Representative** is revised to include as follows:

D1.A The Owner's Representative shall be paid the lump sum fee in the amount of \$375,000 for the additional services outlined in Item 2 of this Amendment 1.

Execution of this Amendment by the Owner's Representative is duly authorized by the Owner's Representative, and the signature(s) of each person signing on behalf of the Owner's Representative have been made with the complete and full authority to commit the Owner's Representative 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: *Edrick C. Johnson* Date: 7-6-08  
Edrick C. Johnson  
Secretary

OWNER'S REPRESENTATIVE

HARRY O. HEFTER ASSOCIATES, INC.

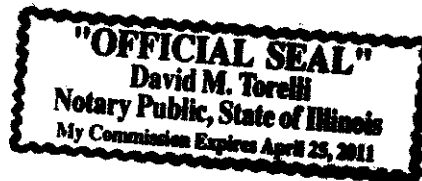
By: *Harry O. Hefter* Date: 6-16-08  
Harry O. Hefter  
President

Subscribed and sworn to me this

16 day of June 2008.

*David M. Torelli*  
Notary Public

My Commission expires: 4/25/2011



(Seal of Notary)