

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS 1243**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 16th day of December, 2010, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Powell Replacement Elementary School ("Agreement") by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **INTERACTIVE DESIGN, INC.** ("Consultant") dated February 26, 2008 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated the 26th day of February, 2008, wherein the Consultant is to provide Architect of Record Services for the Board of Education of the City of Chicago; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to include Additional Services performed and associated compensation due to Consultant;

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 is amended to include the following Additional Services required for Powell Replacement Elementary School to perform Architect of Record services:

2.1 Architect will provide Additional Services associated with, but not limited to water percolation analysis, acoustical consulting, theater consulting, LEED credit submissions and printing services.

3. Schedule D - Compensation of Architect

Section IV. Reimbursable Expenses Fee is revised as follows:

3.1 The Commission shall pay the Architect a Lump Sum amount of \$7,397.00 for the satisfactory performance of the Additional Services outlined in Item 2.1 above.

3.2 The Architect's Reimbursable Expenses shall be increased by \$4,603.00 for the satisfactory performance of Additional Services outlined in Item 2.1.

Execution of this Amendment by the Consultant is duly authorized by the Consultant, and the signature(s) of each person signing on behalf of the Consultant have been made with the complete and full authority to commit the Consultant 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.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

(Signature Page follows)

ARCHITECT OF RECORD SERVICES
POWELL REPLACEMENT ELEMENTARY SCHOOL - PS1243-A1
PROJECT NO. 05070

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

PUBLIC BUILDING COMMISSION OF CHICAGO

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

ATTEST:

BY: *Edgwick C. Johnson* Date: 7/6/11
Edgwick C. Johnson
Secretary

ARCHITECT

INTERACTIVE DESIGN, INC

By: *[Signature]* Date: 9 JUNE 2011
President

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Cook

State of: ILLINOIS

Subscribed and sworn to before me by DINA GRIFFIN and n/a
on behalf of Consultant this 9th day of JUNE, 2011.

Mary Jeanette Wiggins
Notary Public

My Commission expires: 06/13/11

(SEAL OF NOTARY) OFFICIAL SEAL
MARY JEANETTE WIGGINS
NOTARY PUBLIC - STATE OF ILLINOIS
COMMISSION EXPIRES: 06/13/11

Approved as to form and legality
Jacinto Epting
Neal & Leroy, LLC

Date: 6/16/11