

**ARCHITECT OF RECORD SERVICES
LITTLE VILLAGE LIBRARY
FIRST AMENDMENT
CONTRACT NUMBER PS 1499
PROJECT NO.: 08030**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 11th day of March, 2010, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Little Village Library ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **HARLEY, ELLIS DEVEREAUX** ("Consultant") dated March 10, 2009 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 10th day of March, 2009, wherein the Consultant is to provide Architect of Record Services for 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. Attachment A Scope of Services is amended to include additional services required for Little Village Library. The scope for this service is detailed in Attachment A to this Amendment 1.

3. Attachment B Schedule of Costs is revised as follows:

B.1 The Consultant shall be paid the not to exceed amount of **\$17,176.50** for the additional services outlined in Attachment B of this Amendment 1.

The Not to Exceed Fee is increased to a total of **\$739,172.50**.

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)

EXECUTION PAGE

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

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

Date: _____

ATTEST:

BY: *Edrick C. Johnson*
Edrick C. Johnson
Secretary

Date: 4/20/2010

HARLEY, ELLIS DEVEREAUX

By: *Robert C. Polcsak*
President ROBERT C. POLCSAK
MUNICIPAL IN CHARGE

Date: 3/22/2010

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: COOK

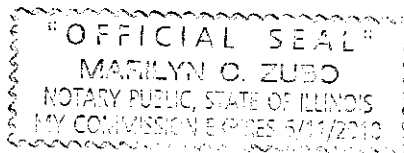
State of: ILLINOIS

Subscribed and sworn to before me by Robert C. Polcsak and Richard J. Rucks
on behalf of Consultant this 29TH day of APRIL, 2010.

Marilyn C. Zubo
Notary Public

My Commission expires: 5/11/2010

(SEAL OF NOTARY)



Approved as to form and legality

Jacinta Eptong
Neal & Leroy, LLC

Date: 4-2-10

ATTACHMENT A
SCOPE OF WORK

ARCHITECT OF RECORD SERVICES
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The Scope of Services includes but is not limited to the addition of one water closet to the Men's Toilet Room – 117 and one return drop slot and cart to the Circulation Control Center – 103. Adjustment of finished floor elevation to correspond to new alley profile.

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ATTACHMENT B
SCHEDULE OF COST
ARCHITECT OF RECORD SERVICES
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The Commission shall pay the Consultant for the satisfactory performance of the Services a **Not to Exceed Fee** ("Fee") of **\$17,176.50** for all work included in Attachment A.