

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS1662A**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 8th day of October, 2009, and shall be deemed and taken as forming a part of the Agreement for General Project Environmental Management ("Agreement") for the Michael Reese Hospital Campus between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **CARNOW CONIBEAR & ASSOCIATES, LTD.** ("Consultant") dated July 13, 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 13th day of July, 2009, ("Agreement"), wherein the Consultant is to provide General Project Environmental Management Services for the Michael Reese Hospital Campus; 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**

Section 4.0 - Description of Services is revised to add the following services:

- e. Consultant will provide the necessary oversight, assist in coordination, provide recommendations, track progress, provide updates and document the following activities as requested: the removal of remaining personal property and hazardous waste and

chemicals; waste water in building basements; close-out activities of the radioactive material licenses for the facility; and emergency spill/release response.

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

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

The Consultant shall be paid the not-to-exceed amount of \$30,000.00 for the additional services outlined in Item 2 of this Amendment 1.

The Fixed Fee is increased to a total of \$177,600.00 plus a not to exceed amount of \$30,000.00.

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.

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: Edgwick C. Johnson Date: 11/09/09
Edgwick C. Johnson
Secretary

CONSULTANT

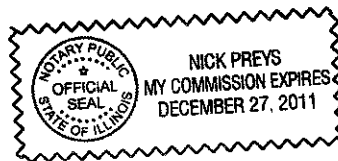
CARNOW CONIBEAR & ASSOCIATED, LTD

By: David Kredowski Date: 10.22.09
David Kredowski
Executive Vice-President

Subscribed and sworn to me this

22nd day of October 2009.

[Signature]
Notary Public



My Commission expires: _____

(Seal of Notary)

Approved as to form and legality

Jacinta Epting 10-15-09
Neal & Leroy, LLC