

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS 1643**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 25th day of March, 2010, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Gateway Harbor & 31st Street Harbor ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **EDAW AECOM, INC.** ("Consultant") dated July 14, 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 14th day of July, 2009, wherein the Consultant is to provide Architect of Record Services for the Chicago Park District; 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 Gateway Harbor and 31st Street Harbor projects to perform Architect of Record services. 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 \$259,193.00 for the additional services outlined in Attachment B of this Amendment 1.

The maximum compensation for Basic Services is increased to a total of \$6,986,789.

The maximum compensation for AOR Reimbursable Consultant Costs is decreased to a total of \$618,375.

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 full force and effect as modified in this Amendment.

(Signature Page follows)

ARCHITECT OF RECORD SERVICES
GATEWAY HARBOR AND 31ST STREET HARBOR - PS1643-A1
PROJECT NO. 11110 and 11120

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

PUBLIC BUILDING COMMISSION
OF CHICAGO

By: Richard M. Daley
Richard M. Daley
Chairman

Date: _____

ATTEST:

By: Edgwick C. Johnson
Edgwick C. Johnson
Secretary

Date: 5/5/2016

ARCHITECT

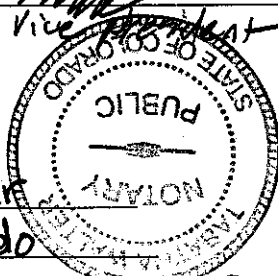
EDAW AECOM

By: [Signature]
President Sr Vice President

Date: 4/29/10

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Denver
State of: Colorado



Subscribed and sworn to before me by Bill Vitek and _____
on behalf of Consultant this 9th day of April, 20 10.

[Signature]
Notary Public

My Commission expires:
(SEAL OF NOTARY)

Approved as to form and legality

[Signature]
Neal & Leroy, LLC

Date: 4-22-10

**ATTACHMENT A
SCOPE OF WORK
ARCHITECT OF RECORD SERVICES
GATEWAY HARBOR and 31ST STREE HARBOR – PS1643-A1
PROJECT NO. 11110 and 11120**

EDAW AECOM is to provide the following additional design phase services for the Gateway Harbor and 31ST Street Harbor projects:

- 1. Coastal Engineering**
- 2. Facility Revisions**
- 3. Harbor Operational Requirements**
- 4. Traffic Engineering**
- 5. Geotechnical Plans**
- 6. Regulatory Coordination (Federal, State, Local)**

The services represented in this amendment are not included in the original Architect of Record Scope of Services.

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**ATTACHMENT B
SCHEDULE OF COST
ARCHITECT OF RECORD SERVICES
GATEWAY HARBOR and 31ST STREET HARBOR – PS1643-A1
PROJECT NO. 11110 and 11120**

(SCHEDULE OF COST PAGE FOLLOWS THIS PAGE)

GATEWAY HARBOR	
Physical Wave Modeling Analysis: Phase One	\$17,000
Physical Wave Modeling Analysis: Phase Two	\$2,000
East stub breakwater: USACE Requirements	\$8,000
Structural Review of Existing Adjacent Structures	\$18,000
Additional ADA Platforms Requirements	\$3,850
Restaurant Fee Credit for Partial Design	(\$42,666)
Harbor Services Building Additional Floor Plans	\$48,595
Dockage Utility Design Requirements	\$7,500
Total:	\$62,279

31st STREET HARBOR	
Physical Wave Modeling Analysis	\$34,525
Restaurant Fee Credit for Partial Design	(\$42,242)
Harbor Services Building Additional Floor Plans	\$63,454
Additional Traffic Counts: CDOT	\$11,189
Special Traffic Engineering Services: CDOT	\$4,763
Lift Station Revised Design	\$4,500
Boat Wash Design Requirements	\$6,900
West Parking Lot Redesign: Engineering	\$2,798
Additional CDWMM Infiltration testing to validate design	\$6,302
Deep Foundation Design per Agreement	\$30,000
Garage Structural Soil Redesign for the Parking Structure	\$20,275
Separate 31st Bid Packages per Agreement	\$21,000
Playground Fountain Layout	\$4,450
West Parking Lot Redesign: Landscaping	\$9,500
Garage Structural Soil Redesign for Landscaping	\$12,000
Dockage Utility Design Requirement revision	\$7,500
Total:	\$196,914

Total Amendment Amount

\$259,193