

**FIRST AMENDMENT
ARCHITECT OF RECORD SERVICES
PECK ELEMENTARY SCHOOL ADDITION AND RENOVATION
CONTRACT NUMBER PS 1661
PROJECT NO.: 05290**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 4th day of June, 2010, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Peck Elementary School Addition and Renovation ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **MULLER AND MULLER** ("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 July 14, 2009, wherein the Consultant is to provide Architect of Record Services for the Board of Education 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 Architect of Record services required for Peck Elementary School Addition and Renovation:

- a. Complete feasibility study regarding the reuse of the existing boiler house for \$12,994.10.
- b. Delete Structural Engineering services required to remove Dever Beam System for (\$10,000.00).

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

B.1 The Consultant shall be paid the not to exceed amount of **\$12,994.10** for the additional services.

The Not to Exceed Fee is increased to a total of **\$2,669,758.10**.

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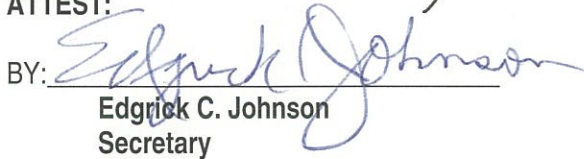
IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No. 1.

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

BY: 
Richard M. Daley
Chairman

Date: _____

ATTEST:

BY: 
Edgwick C. Johnson
Secretary

Date: 6/29/2010

MULLER AND MULLER

By: 
President

Date: 6-7-2010

**AFFIX CORPORATE
SEAL, IF ANY, HERE**

County of: COOK
State of: ILLINOIS

Subscribed and sworn to before me by CYNTHIA MULLER and _____
on behalf of Consultant this 7th day of JUNE, 2010.

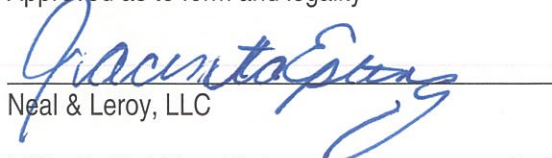
Notary Public

My Commission expires:

(SEAL OF NOTARY)



Approved as to form and legality


Neal & Leroy, LLC

Date: 6/15/10