## FIRST AMENDMENT DESIGN BUILDER SERVICES CHINATOWN BRANCH LIBRARY CONTRACT NUMBER PS1953

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 10th day of June 2014, and shall be deemed and taken as forming a part of the Agreement for Design Builders Services at Chinatown Branch Library ("Agreement") by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and Wight & Company ("Consultant") dated January 29, 2014 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 29th day of January 2014, wherein the Architect is to provide Design Services for the Commission on behalf of Chinatown Branch Library 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;

WHEREAS, this Amendment shall be administered on a Task Order by the Commission;

**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
  - 2.1 To design, specify, and/or procure Fixtures, Furniture & Equipment (FF&E).
- 3. Schedule D Compensation of the Architect
  - 3.1 The Compensation paid to the Consultant under this agreement is \$300,000.
  - 3.2 The Compensation is based on actual time and expenses using their standard hourly rates and in accordance with the Terms and Conditions for Professional Services dated June 10, 2014.

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 full force and effect.



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

ATTEST: PUBLIC BUILDING COMMISSION
OF CHICAGO
BY: Mayor Rahm Emanuel Chairman
BY: Lori Lypson Secretary Date: 2/4/15
CONSULTANT
Wight & Company
Raymond F. Prokop LEED A.P. BD+C Vice President, Director of Construction
Subscribed and sworn to me this
20nd day of eptember 2014.
SHERRIE A ECKERT OFFICIAL SEAL Notary Public Notary Public, State of Illinois My Commission Expires March 29, 2017
My Commission expires:
(Seal of Notary)
Approved as to form and legality  Approved as to form and legality  Date: 1-26-2015
Neal & Leroy, LLC