## PUBLIC BUILDING COMMISSION OF CHICAGO FIRST AMENDMENT CONTRACT NUMBER PS 1100

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 14th day of August, 2008, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services ("Agreement") between by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and BOOTH HANSEN LTD. ("Architect") dated May 8, 2007 with the like operation and effect as if the same were incorporated therein.

### WITNESSETH:

WHEREAS, the Commission and Architect have heretofore entered into an Agreement dated the 8th day of May, 2007, wherein the Architect is to provide Architect of Record Services for Taylor Lauridsen Park and Fieldhouse; and

**WHEREAS**, the Commission and Architect now desire to amend the Agreement to include additional Services performed and associated compensation due to Architect;

**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

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Section IX- Additional Services is revised to add the following:

E. The Architect must provide observation during the construction phase of the project as follows: attend weekly progress meetings on-site, prepare field reports (1 per site visit), monitor progress and quality of construction completed, and verify the work is being performed in accordance with the Contract documents. Allotted time for this activity is an average of 12 hours per week and assumes a construction phase period of 48 calendar weeks.

# 3. Schedule C Compensation of the Architect

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

D. The Architect shall be paid the amount of \$76,720.00 for the additional services outlined in Item 2 of this Amendment 1.

The Fixed Fee is increased to a total of \$407,720.00.

Execution of this Amendment by the Architect is duly authorized by the Architect, and the signature(s) of each person signing on behalf of the Architect have been made with the complete and full authority to commit the Architect 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.

# PUBLIC BUILDING COMMISSION OF CHICAGO

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Date: \_\_\_\_\_

ATTEST:

BY: Edgligk C. Johnson

Date: 8 27 0 8

**ARCHITECT** 

BOOTH HANSEN, LTD.

Secretary

Ву: \_\_\_\_\_

′Ge¢rge∕ R. Halil Principal Date: 192008

Subscribed and sworn to me this

 $\underline{/9}$  day of  $\underline{Augus7}$  20 $\underline{\it 08}$  .

Notary Public

My Commission expires: 2/26///

(Seal of Notary)

OFFICIAL SEAL
DIANE J PALAGI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/20/11