

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS 143**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 3rd day of October, 2007, and shall be deemed and taken as forming a part of the Agreement for Owner's Representative Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **DESTEFANO & PARTNERS** ("Owner's Representative") dated December 12, 1997 with the like operation and effect as if the same were incorporated therein.

WITNESSETH:

WHEREAS, the Commission and Owner's Representative have heretofore entered into an Agreement dated the 12th day of December, 1997, ("Agreement"), wherein the Owner's Representative is to provide Services required to manage and administer the design construction of Gallery 37 Center for the Performing and Visual Arts; and

WHEREAS, the Commission and Owner's Representative now desire to amend the Agreement to include additional Services performed and associated compensation due to Owner's Representative;

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 B - Scope of Services

Section 4.0 – Project Close Out is revised to add the following services:

4.5 Perform additional services requested by the Commission dealing with discovered conditions, permit requirements, multiple punch-listing, and coordination meetings.

3. Schedule D Compensation of the Owner's Representative

Section D.1 Owner's Representative Fee is revised to include as follows:

The Owner's Representative shall be paid the amount of \$29,000.00 for the additional services outlined in Item 2 of this Amendment 1.

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.

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Edgwick Johnson
Edgwick C. Johnson
Secretary

Date: 10/10/2007

BY: Richard M. Daley
Richard M. Daley
Chairman

Date: _____

OWNER'S REPRESENTATIVE

DeStefano & Partners

By: Scott Sarber
Scott Sarber
President

Date: 10/9/07

MARY ANN VAN HOCK
PRINCIPAL/SHAREHOLDER

Subscribed and sworn to me this

9th day of October 2007.

Connie A Miller
Notary Public

My Commission expires: 6/23/2011

