

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS1238**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 8th day of March, 2011, and shall be deemed and taken as forming a part of the Agreement for Architect of Record Services for Federico Garcia Lorca Elementary School, formerly known as Avondale Elementary School ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS, LTD.** ("Architect") dated February 13, 2008 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 13th day of February, 2008, wherein the Architect is to provide Architect of Record services for the Board of Education of the City of Chicago; 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 is amended to include the following Additional Services required for Avondale Elementary School to perform Architect of Record services:

- 2.1** Design Change to the Avondale Elementary School – Architect will modify the design and provide sketches and specifications for additional landscaping at various locations on the school grounds, including the perimeter fence, waste compactor/transformer enclosure, and meter enclosure;

- 2.2 Design Change to the Avondale Elementary School – Architect will modify the design associated with two-way communication devices at the wheelchair lifts at the gym stage; and
- 2.3 Design Change to the Avondale Elementary School – Architect will modify the design associated with additional hand dryers at the bathrooms.

3. Schedule D Compensation of the Architect

- 3.1 The Commission shall pay the Architect a lump sum fee of \$4,840.00 for the satisfactory performance of the Additional Services outlined in Item 2.1 above.
- 3.2 The Commission shall pay the Architect a lump sum fee of \$418.00 for the satisfactory performance of the Additional Services outlined in Item 2.2 above.
- 3.3 The Commission shall pay the Architect a lump sum fee of \$2,000.00 for the satisfactory performance of the Additional Services outlined in Item 2.3 above .

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.

(Signature Page Follows)

FIRST AMENDMENT - CONTRACT NUMBER PS1238

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

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: Richard M. Daley
Richard M. Daley
Chairman

Date: _____

BY: Edgick C. Johnson
Edgick C. Johnson
Secretary

Date: 4/11/11

ARCHITECT

SCHROEDER MURCHIE NIEMIEC GAZDA-AUSKALNIS, LTD.

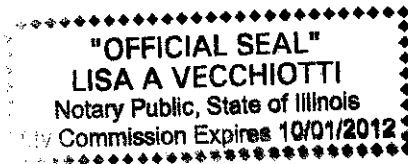
By: Jack Murchie
Jack Murchie Todd NIEMIEC
President

Date: 3/16/11

Subscribed and sworn to me this

16th day of March 2011.

Lisa A Vecchiotti
Notary Public



My Commission expires: 10/01/2012

(Seal of Notary)

Approved as to form and legality

Neal & Leroy, LLC
Neal & Leroy, LLC

Date: 3/28/11