

**FIRST AMENDMENT  
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES  
JESSE OWENS PARK AND FIELDHOUSE  
CONTRACT NUMBER PS 1343  
PROJECT NO.: ~~00070~~ 11040**

**THIS FIRST AMENDMENT AGREEMENT** is made and entered into as of the 11th day of March, 2010, and shall be deemed and taken as forming a part of the Agreement for Construction Material Testing and Inspection Services for Jesse Owens Park and Fieldhouse ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **TERRACON CONSULTANTS, INC.** ("Consultant") dated October 16, 2008 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 16th day of October, 2008, wherein the Consultant is to provide Construction Material Testing and Inspection Services 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. Schedule A Scope of Services** is amended to include additional services required for Jesse Owens Park and Fieldhouse to perform Construction Material Testing and Inspection Services. The scope for this service is detailed in Attachment A to this Amendment 1.

**3. Schedule C Compensation of the Consultant** is revised as follows:

**C.1** The Consultant shall be paid the not to exceed amount of **\$14,000.00** for the additional services outlined in Attachment B of this Amendment 1.

The Not to Exceed Fee is increased to a total of **\$57,856.50**.

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)*

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

**PUBLIC BUILDING COMMISSION  
OF CHICAGO**

BY: *[Signature]*  
Erin Lavin Cabonargi  
Executive Director

Date: 3/25/10

**ATTEST:**

BY: *[Signature]*  
Edgwick C. Johnson  
Secretary

Date: 4/5/2010

**TERRACON CONSULTANTS, INC.**

By: *[Signature]*  
President

Date: 3-18-2010

**AFFIX CORPORATE**

**SEAL, IF ANY, HERE**

County of: DuPage

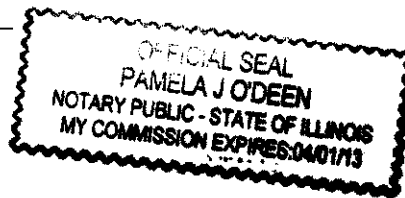
State of: Illinois

Subscribed and sworn to before me by Matthew E. Ribordy and \_\_\_\_\_  
on behalf of Consultant this 18<sup>th</sup> day of March 2010.

*[Signature]*  
Notary Public

My Commission expires:

**(SEAL OF NOTARY)**



Approved as to form and legality

*[Signature]*  
Neal & Leroy, LLC

Date: 3-22-10

# Terracon

Consulting Engineers & Scientists

Terracon Consultants, Inc.  
Corporate Headquarters  
18001 West 106th Street, Suite 300  
Olathe, Kansas 66061  
Phone 913.599.8886  
Fax 913.599.0574  
www.terracon.com

## CERTIFICATE OF AUTHORITY

Please be advised that Matt Ribordy is the Office Manager for the Naperville office of Terracon Consultants, Inc., and is a principal of Terracon Consultants, Inc. Mr. Ribordy is authorized to execute contracts on behalf of Terracon Consultants, Inc. for services to be provided by Terracon Consultants, Inc.



M. Gayle Packer  
Secretary

7/13/05

Date

**ATTACHMENT A  
SCOPE OF WORK**

**CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES  
JESSE OWENS PARK AND FIELDHOUSE  
CONTRACT NUMBER PS 1343  
PROJECT NO.: 09070**

The Scope of Services includes but is not limited to frequent visits to the site to complete additional concrete and steel testing services to accommodate the General Contractor's accelerated schedule.

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**ATTACHMENT B  
SCHEDULE OF COST**

**CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES  
JESSE OWENS PARK AND FIELDHOUSE  
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PROJECT NO.: 09070**

The Commission shall pay the Consultant for the satisfactory performance of the Services a **Not to Exceed Fee** ("Fee") of **\$14,000.00** for all work included in Attachment A.

**(SCHEDULE OF COST PAGE COMPLETED BY CONSULTANT FOLLOWS THIS PAGE)**