FIRST AMENDMENT CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES LITTLE VILLAGE LIBRARY PROJECT NO.: 08030 CONTRACT NUMBER PS 1690

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 4th 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 Little Village Library ("Agreement by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and GSG MATERIAL TESTING, INC. ("Consultant") dated August 12, 2009 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 12th day of August, 2009, 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 Little Village Library 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 \$406.01 for the additional services outlined in Attachment B of this Amendment 1.

The Not to Exceed Fee is increased to a total of \$10,006.01.

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 and 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: Date:
BY: Date: 3/2/10 Edgrick C. Johnson Secretary
GSG MATERIAL TESTING, INC.
By: Multip Allin Date: 3/18/10
AFFIX CORPORATE
SEAL, IF ANY, HERE
County of: Cook
State of: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Subscribed and sworn to before me by Santago Garcia and
on behalf of Consultant this 18th day of March, 20 10.
Notary Public
My Commission expires: APRIL 25, 2012
(SEAL OF NOTARY) MAE L. PASAMBA OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires April 25, 2012 Approved as to form and legality
Neal & Leroy, LLC Date: 3-20-10

ATTACHMENT A SCOPE OF WORK CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES LITTLE VILLAGE LIBRARY PROJECT NO.: 08030 CONTRACT NUMBER PS 1690

The Scope of Services includes but is not limited to additional Independent Testing Laboratory services required to observe undercut and fill at discovered waterline.

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ATTACHMENT B SCHEDULE OF COST CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES LITTLE VILLAGE LIBRARY PROJECT NO.: 08030 CONTRACT NUMBER PS 1690

The Commission shall pay the Consultant for the satisfactory performance of the Services a **Not to Exceed Fee** ("**Fee**") of **\$406.01** for all work included in Attachment A.