

PUBLIC BUILDING COMMISSION OF CHICAGO

FIRST AMENDMENT
COMMISSIONING AUTHORITY SERVICES
31ST STREET HARBOR FACILITY
PROJECT NO.: 11120
CONTRACT NUMBER PS 1680

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 24th day of May, 2011, and shall be deemed and taken as forming a part of the Agreement for Commissioning Authority Services for 31st Street Harbor Facility ("Agreement") by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois ("Commission") and E CUBE, INC. ("Consultant") dated September 21, 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 September 21, 2009, wherein the Consultant is to provide Commissioning Authority Services at 31st Street Harbor Facility; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to reduce Services performed by the Consultant and to further reduce the 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 and revised to reduce the Services the Consultant shall perform at 31st Street Harbor Facility. The Scope of Commissioning Authority Services are detailed in Attachment A to this Amendment 1.

3. Schedule C Compensation of the Consultant is revised as follows: The Consultant fee shall be reduced by \$3,875.00 for the reduction of services.

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.

(Signature Page follows)

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EXECUTION PAGE

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: 6/8/11

ATTEST:

BY: [Signature]
Secretary

Date: 6/10/11

E CUBE, INC.

By: [Signature]
President

Date: 5/26/11

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Boulder

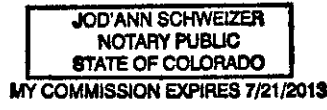
State of: Colorado

Subscribed and sworn to before me by Leonard R Rozek and
on behalf of Consultant this 26th day of May 2011.

[Signature]
Notary Public

My Commission expires: 7/21/13

(SEAL OF NOTARY)



Approved as to form and legality ..

[Signature]
Neal & Leroy, LLC

Date: 6/13/2011

PUBLIC BUILDING COMMISSION OF CHICAGO

ATTACHMENT A

SCOPE OF WORK

FIRST AMENDMENT

COMMISSIONING AUTHORITY SERVICES

31ST STREET HARBOR FACILITY

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This adjustment reflects three key areas: (1) reduction in project floor area, (2) removal of systems from the scope of services, (3) use of lake source heat exchange.

Reduction of Project Floor Area:

- The 2nd story of the facility has been eliminated and some other spaces have been reduced in floor area. Consultant has reviewed the spaces in question and have adjusted price accordingly. Although the floor area has been reduced, the systems that serve these areas still require the typical commissioning level of effort/process. That is, the same tasks still need to be conducted whether a given system serves 1,800 square feet or 1,300 square feet, for example.

Removal of Systems from the Scope of Services:

- The following systems have been removed from the commissioning scope of services: remote hot water sinks, vertical transportation, solar thermal hot water, and building envelope.

Use of lake-source heat exchange:

- Lake source heat exchange will be used for heating and cooling.

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