

**FIRST AMENDMENT
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES
WEST HUMBOLDT BRANCH LIBRARY
PROJECT NO.: 08020
CONTRACT NUMBER PS 1736**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 7th day of June, 2010, and shall be deemed and taken as forming a part of the Agreement for Construction Material Testing and Inspection Services for West Humboldt Branch Library ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **FLOOD TESTING LABORATORIES, INC.** ("Consultant") dated October 29, 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 October 29, 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 West Humboldt Branch 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 **\$5,680.29** for the additional services outlined in Attachment B of this Amendment 1.

The Not to Exceed Fee is increased to a total of **\$57,566.89**.

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: [Signature]
Erin Lavin Cabonargi
Executive Director

Date: 6.16.10

ATTEST:

BY: [Signature]
Eddrek C. Johnson
Secretary

Date: 6/16/2010

FLOOD TESTING LABORATORIES, INC.

By: [Signature]
President

Date: 09 June 2010



AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

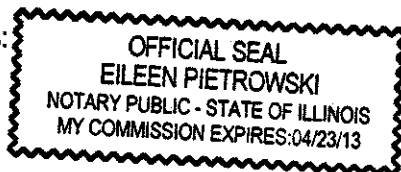
Subscribed and sworn to before me by _____ and _____

on behalf of (Consultant) this 9th day of June, 2010.

[Signature]
Notary Public

My Commission expires:

(SEAL OF NOTARY)



Approved as to form and legality

[Signature]
Neal & Leroy, LLC

Date: 6/15/10

**ATTACHMENT A
SCOPE OF WORK
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES
WEST HUMBOLDT BRANCH LIBRARY
PROJECT NO.: 08020
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The Scope of Services includes but is not limited to grout and mortar testing during construction to ensure the quality of the masonry work for this project.

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**ATTACHMENT B
SCHEDULE OF COST
CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES
WEST HUMBOLDT BRANCH LIBRARY
PROJECT NO.: 08020
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The Commission shall pay the Consultant for the satisfactory performance of the Services a **Not to Exceed Fee ("Fee") of \$5,680.29** for all work included in Attachment A.