

**PUBLIC BUILDING COMMISSION OF CHICAGO
FIRST AMENDMENT
CONTRACT NUMBER PS 1669D**

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the 11th day of September, 2012, and shall be deemed and taken as forming a part of the Agreement for Construction Material Testing and Inspection Services ("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 May 21, 2010, 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 21st day of May 2010, wherein the Consultant is to provide Construction Material Testing and Inspection Services for the Public Building Commission of Chicago; and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to increase the maximum compensation amount;

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.7 – Compensation of Consultant; Submission of Invoices through CW** is revised as follows:

The total amount of fees and costs to be paid by the Commission during the term of this Agreement, excluding any renewal option periods, shall not exceed the sum of \$1,500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule D of this Agreement, or as modified by assigned Task Order. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the CW System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through CW will result in delayed or non-payment to the Consultant.

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 full force and effect.

(Signature Page Follows)

CONTRACT NUMBER PS 1669D - AMENDMENT 1

IN WITNESS WHEREOF, the parties hereto have agreed and executed this First Amendment

Ral Emanuel
BY: _____ Date: _____
Chairman
PUBLIC BUILDING COMMISSION OF CHICAGO

[Signature]
BY: _____ Date: 10/12/12
Secretary

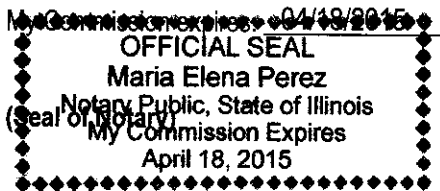
CONSULTANT: GSG MATERIAL TESTING, INC.

[Signature]
BY: _____ Date: 10/02/2012
President

Subscribed and sworn to me this

2nd day of October 2012

[Signature]
Notary Public



Approved as to form and legality

[Signature]
Neal & Leroy, LLC

Date: 10/17/2012