

AMENDMENT AGREEMENT NO. 1

THIS AMENDMENT AGREEMENT is made and entered into as of this 1st day of September 2000, by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as the "Commission") and TRINAL, INC. (hereinafter referred to as the "Consultant").

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated March 10, 1998, (hereinafter referred to as the "Agreement"), wherein the Consultant is to perform certain professional services; and

WHEREAS, the Commission and Consultant now desire to amend compensation provisions of the Agreement described in Schedule D of the Agreement in order to revise the compensation structure; and

WHEREAS, the Commission and Consultant desire to add provisions for changes to the Agreement requiring that no change to the Agreement shall be made or be binding on any party unless made in writing and signed by each party of the Agreement.

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto do 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:

1. Recitals.

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THIS AMENDMENT AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.

2. Schedule D "Compensation of Consultant"

Schedule D, Section D.2 is hereby deleted and replaced with Attachment 1 to this Amendment Agreement. This Section will go into effect as of the date of this Amendment for projects assigned in the year 2000 and after. Original rates will apply to projects assigned prior to the year 2000. A reconciliation for projects awarded in the year 2000 and prior to this amendment will be processed by the Commission.

3. Changes

Insert the following provision as Section 3.1, page 4 of the Agreement.

"The Commission may, from time to time, request changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation and revisions to the duration of Services which are mutually agreed upon by and between the Commission and the Consultant, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for compensation for any changes absent such written amendment."

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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement as of the day and year first hereinabove written.

PUBLIC BUILDING COMMISSION OF CHICAGO

Ronald M. Rabby
Chairman

Eileen Carr
Executive Director

CONSULTANT

Trinal, Inc.

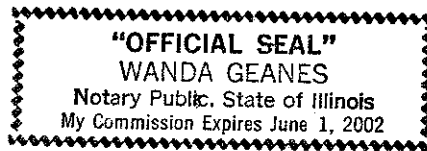
Alicia Garcia-Alon
President

Subscribed and Sworn to me this

14 day of NOV. 192000

Wanda Geanes
Notary Public

Commission Expires: 6-1-02



**ATTACHMENT 1
FLAT FEE**

The Chicago Public Building Commission (PBC) shall compensate Trinal, Inc. for services performed on projects as assigned and awarded in the year 2000 and thereafter by the PBC on the following billing rates:

Projects with a construction cost of \$10,000,000.00 and under at .835% without Detailed Workforce Residency Monitoring

Projects with a construction cost of \$10,000,000.00 and under at .878%

Projects with a construction cost of \$10,000,001.00 - \$20,000,000.00 at .655%

Projects with a construction cost of \$20,000,001.00 - \$30,999,999.00 at .575%

Projects with a construction cost of \$40,000,000.00 - \$50,000,000.00 at .425%

Projects with a construction cost of \$50,000,001.00 - \$60,000,000.00 at .375%

Projects with a construction cost of \$60,000,001.00 and over are subject to negotiation

The percentages noted above shall be based on the final construction cost shall be payable monthly pro rata based on the initial estimated time of completion for the project, notwithstanding the general contractor's actual percentage of completion. Any reconciliation's which may be needed as a result of adjustments in the original construction cost, shall be made at the 50% and 90% points of the initial estimated time of completion and at the time of final completion.

Billing rates for Construction Management Projects shall be at the same percentages stated above, shall also be payable monthly pro rata based on the initial estimated time of completion for the project, and again notwithstanding the project's actual time of completion. However, initial payments shall be based upon the approved estimated cost of the project less 10%. Any reconciliation, which may be needed as a result of adjustments in the cost of the project, shall be made at the 50% and 90% points of the initial estimated time of completion and at the time of final completion.

Initial billing at the above-cited percentages shall be retroactive of costs associated with all projects awarded in the year 2000.

Notwithstanding the citation under Additional Services, 26 copies of the Quarterly Affirmative Action Report, inclusive of 4 binders, and printing, and mailing costs for the distribution of up to 7 of the 26 reports shall be provided at no cost when monthly billing for 3 months consecutively have averaged a minimum of \$30,000.00 during the period in which the Quarterly Report is covering. Costing as outlined under Additional Services for the Quarterly Affirmative Action Report shall occur when the monthly billing threshold for the quarter reported has not been obtained.

DESCRIPTION OF SERVICES

Trinal, Inc. will perform the following base scope of monitoring services, unless otherwise stated, for each project assigned:

- Attend Pre - Bid Conferences - Presentation and distribution of handouts;
- Attend no more than one Bid Opening per project - Available to address MBE/WBE/DBE, EEO or Chicago Residency issues;
- Attend one Pre - Construction Meeting - Presentation and distribution of handouts;
- Attend one Project Status Report Meeting - per project with contractor and/or PBC staff members; and
- Issue checklist notification to potential respondents who have attended the pre-bid conference.

• **REVIEW BID SUBMITTALS FOR MBE/WBE/DBE COMPLIANCE:**

Based on one bid opening per project:

- a. Review Schedules Cs and D and verify whether company has met goals;
- b. Verify whether MBE/WBE/DBE is currently certified;
- c. Contact contractor if there is necessary follow up and forward correspondence in such event to the contractor;
- d. Follow-up with contractor to obtain all necessary supporting MBE/WBE/DBE documents;
- e. Obtain original Schedule Cs and D and forward to the PBC;
- f. Follow up with contractors regarding issues of substitution, reduction and increase in MBE/WBE/DBE contractor participation;
- g. Follow up with contractor on issues regarding waiver requests;
- h. Recommend or not recommend waiver request; and
- i. Prepare recommendation to PBC with supporting documentation, once PBC has issued its approved bid opening listing, within six days from bid opening or a date mutually agreed upon.

**ATTACHMENT 1
DESCRIPTION OF SERVICES CONT'D**

● **REVIEW BID SUBMITTALS AWARD CRITERIA FORMULA SUBMISSIONS:**

- a. Check Award Criteria Formula calculations submitted by the top 3 lowest bidders.

● **GENERATE MBE/WBE/DBE NOTIFICATION OF AWARD LETTERS UPON AWARD OF CONTRACT:**

- a. Prepare MBE/WBE/DBE award letter to be issued by PBC.

● **MBE/WBE/DBE RELATED MONITORING:**

- ✓ a. Check appropriate Exhibits to verify that the vendors originally identified at the award of the contract are continually utilized at the committed amount;
- ✓ b. Notify the PBC of any reduction or increase or substitution;
- ✓ c. Track the appropriate Exhibits (i.e. waivers of liens, sworn statements etc...) , upon receipt of a pay request to determine whether MBE/WBE/DBEs have been compensated for work performed;
- d. Follow up with correspondence to contractors regarding change orders MBE/WBE/DBE compliance;
- e. Follow up with contractors regarding issues of substitution, reduction and increase in MBE/WBE/DBE contractor participation;
- f. Notify contractor of potential liquidated damages upon PBC approval;
Follow up with contractor on issues regarding waiver requests;
- h. Recommend or not recommend waiver request;
- i. Attend meetings with contractors to discuss their MBE/WBE/DBE issues;
- j. Submit quarterly reports to the PBC as to potential liquidated damages, which may be assessed to the contractors;
and
- k. Provide a monthly report in a mutually agreed upon format and time frame.

● **EEO:**

- a. Verify that original commitments cited on the canvassing formula are being made by the contractor;
- b. Contact contractors to obtain certified payrolls;
- c. Perform review of certified payrolls on projects as designated by the PBC;
- d. Notify the PBC of apparent deficiencies and potential liquidated damages;
- e. Perform a minimum of one site visit per month, per project as designated by the PBC;
- f. Notify contractor of any apparent deficiencies;
- g. Follow up on prevailing wage issues; and
- h. Provide a monthly report in a mutually agreed upon format and time frame.

● **CHICAGO RESIDENCY:**

- a. Verify that 50% of the total work hours committed to Chicago Residents are being maintained;
- b. Identify the dollar amount of contract awards directed to the PBC 's general contractors;
- c. Notify PBC of potential liquidated damages;
- d. Follow up with vendor on potential liquidated damage issues; and
- e. Provide a monthly report in a mutually agreed upon format and time frame.

● **DETAILED WORKFORCE RESIDENCY MONITORING:**

The following services shall be performed on all projects over \$10,000,000.00 and on projects as may be identified by the PBC:

- a. Monitor workforce and the Economic Impact as it relates to Chicago vs Non-Chicago Residents and its trades on the construction project, provided in the agreed upon format; and
- b. Provide a report in a mutually agreed upon format and time frame.

**ATTACHMENT 1
DESCRIPTION OF SERVICES CONT'D**

● **MONTHLY REPORT:**

- a. 3 copies of the monthly report will be provided which outlines the project status in the areas of MBE/WBE, EEO and Chicago Residency; and
- b. Any additional project status reports outlining potential liquidated damages during the month shall be provided within 3 business days from the date of request, not exceeding two projects per request unless a real time report is requested in which multiple project reports may be requested and shall be provided within 5 business days or as may be mutually agreed upon.

ADDITIONAL SERVICES

The PBC shall compensate **Trinal, Inc.** for additional services as requested by the PBC attached hereto and referenced herein at the following rates:

- Project Manager at \$120.00 per hour
- Technical Assistant at \$100.00 per hour
- Customized Computer Programming Services \$110.00 per hour
- Clerical Assistant at \$45.00 per hour

Additional Services include:

Preparation of documents associated with additional services:

- a. Directories;
- b. Reports, not included in the base scope of services;
- c. Surveys; and
- d. Audits.

Outreach:

- a. Attending and the coordination of seminars and vendor outreach events to represent the PBC.

Meetings:

- a. Attending meetings as requested by the PBC not previously included within the base scope of services.

Quarterly Affirmative Action Report:

When monthly billing during the reported period does not meet the average monthly minimum-billing threshold of \$30,000.00, the following costing shall apply:

- a. Data compiled based on projects not monitored by Trinal, Inc. will be compiled based on an hourly rate. 26 copies of the Quarterly Affirmative Action Report which does not exceed 40 pages in a mutually agreed upon format, will be provided, total costs shall not exceed \$4,000.00, inclusive of 4 binders, and printing, and mailing costs for the distribution of up to 7 reports; and exclusive of reports exceeding 40 pages; and
- b. Reports exceeding 40 pages will be assessed a \$2.00 per page cost in excess of 40 pages.

Prebid meetings and Bid Openings for Projects, which have been awarded to Construction Managers:

Prebid meetings and Bid openings which generally occur in the Construction Manager (CM) scenario shall be assessed a flat rate of \$540.00 per initial bid review.

The bid review is inclusive of attending the bid opening, the review of the Schedule D and Cs from the 1st, 2nd and 3rd bidders, review of the canvassing formula and the issuance of letters of notification regarding Schedule Cs for the 1st, 2nd and 3rd ranking bidders and our final findings determination. Additionally, letters of M/WBE award notices would be issued to MBE/WBE participants.

**ATTACHMENT 1
ADDITIONAL SERVICES CONT'D**

Prebid meetings and Bid Openings for Projects which will be Awarded to a General Contractor:

Prebid meetings and Bid openings in which a review was conducted however the bid has been rejected which generally occur in the general contractor scenario shall be assessed a rate of a minimum of \$240.00 not to exceed \$540.00 per bid review.

The bid review is inclusive of attending the bid opening, the review of the Schedule D and Cs from the 1st, 2nd and 3rd bidders, review of the canvassing formula and the issuance of letters of notification regarding Schedule Cs for the 1st, 2nd and 3rd ranking bidders and our final findings determination.

Other:

- a. Any other additional services as requested by the PBC.