

AMENDMENT AGREEMENT NO. 1

THIS AMENDMENT AGREEMENT is made and entered into by and between the PUBLIC BUILDING COMMISSION OF CHICAGO, a municipal corporation of the State of Illinois (hereinafter referred to as the "Commission") and TARGET GROUP, INC. (hereinafter referred to as the "Consultant").

WITNESSETH:

WHEREAS, the Commission and Consultant have heretofore entered into an Agreement dated February 11, 1997, (hereinafter referred to as the "Agreement"), wherein the Consultant is to perform certain professional services; and

WHEREAS, the Commission and Consultant desire to amend the Agreement to include other projects as determined by the Executive Director; and

WHEREAS, the Commission and Consultant desire to amend the scope of services to provide certain additional services for the Kennedy-King College Campus project; 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. Scope of Services

The Executive Director may request that the Consultant provide contract monitoring services as set forth in Attachment 1 to the amendment on other projects. Such services will be compensated based on the fee schedule agreed to by both parties and attached herein as Attachment 2 to this amendment.

3. Additional Services for the Kennedy-King College Campus

Consultant shall perform additional site visits during the construction phase of the Kennedy-King College Campus project. The additional site visits will be compensated at a rate of \$60.00 per hour and shall not exceed \$140,500. Consultant is authorized to perform additional site visits after March 1, 2004 once construction activity begins at the site.

4. Schedule D "Compensation of Consultant"

Schedule D, Section D.2 is hereby amended in accordance with Attachment 2 to this Amendment Agreement.

5. 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."

6. Insurance

The Consultant hereby agrees to fulfill the insurance requirements described in Attachment 3 to this Amendment 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.

Attachment 1 to Amendment 1 to Contract Number PS-157

SCOPE OF SERVICES

Consultant will perform the following base scope of services, unless otherwise stated, for each project assigned:

• **MEETINGS AND REPORTS:**

- a. Attend Pre-Bid Conference(s), do presentation on PBC Economic Opportunity program (the Program) and contract requirements, prepare and distribute handouts regarding same.
- b. Attend Bid Opening(s) – Address Program questions and issues, as needed.
- c. Attend Pre-Construction Meeting(s) – Do presentation on Program and preparation and distribution of handouts regarding same;
- d. Attend at least four Project Status Report Meetings at the project site, or as otherwise directed by the PBC, with the Contractor and PBC staff members at approximately 25%, 50%, 75%, 90% of project completion and at close out to discuss compliance issues and help develop action plans for deficiencies.
- e. Attend one designated monthly PBC Project Managers meeting, as scheduled by the PBC.
- f. Submit a report (“monthly report”) to the PBC on the 15th of each month (or the next business day after the 15th if the 15th is not a business day) after the notice to proceed is issued to the contractor until the project reaches 100% completion. Consultant need not forward any additional reports on the project until final close out is requested by the PBC, unless additional information is submitted by the Contractor prior to final closeout in which event a monthly report shall be prepared and sent to the PBC. The report shall detail the following, in a format acceptable to the PBC:
 - contract commitments and compliance to date for M/WBE, EEO and City Residency;
 - breakdown of community hires and community hiring bonuses/liquidated damages, if applicable;
 - breakdown of M/WBE subcontractor contract amounts and amounts spent to date;
 - the potential liquidated damages to date;
 - attach site visit report.
- g. Submit a report to Contractor on the 15th of each month (or the next business day after the 15th if the 15th is not a business day) starting when the project reaches 25% complete until it is 100% complete. Consultant need not forward any additional reports on the project until final close out is requested by the PBC, unless additional information is submitted by the Contractor prior to final closeout in which event a monthly report should be prepared and sent to the Contractor. The report shall detail all of the

items listed in paragraph (f) above with the exception of the liquidated damages amount, in a format acceptable to the PBC.

- h. 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.
 - i. Upon request by the PBC, copy PBC on correspondence sent to the contractor, subcontractors, or any other entity associated with the Project.
- **REVIEW BID SUMITTALS FOR MBE/WBE COMPLIANCE:**
 - a. Review Schedule C's and D and verify whether company has made commitments to M/WBE's pursuant to the contract.
 - b. Verify whether M/WBE's are certified for the trade to be performed;
 - c. Follow up with contractor to obtain all necessary information and send correspondence to Contractor and PBC documenting same;
 - d. Obtain original Schedule Cs and D and forward to the PBC;
 - e. Follow up with contractor in writing on issues regarding waiver requests - obtain appropriate documentation from Contractor, make written recommendation to PBC regarding waiver request, and prepare letter to Contractor for PBC signature regarding direction on request.
 - f. Follow up with contractor in writing on the substitution, reduction and/or increase in M/WBE subcontractor participation. Obtain appropriate documentation, make written recommendation to PBC, and prepare letter to Contractor for PBC signature regarding direction on request.
 - g. Submit written 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.
 - **REVIEW BID SUBMITTALS AWARD CRITERIA FORMULA SUBMISSIONS:**
 - a. Check Award Criteria Formula calculations submitted by the 3 lowest bidders.
 - b. Notify PBC in writing of any errors or irregularities.
 - **MBE/WBE RELATED MONITORING:**
 - a. Check appropriate Exhibits to verify that the M/WBE subcontractors originally identified at the award of the contract are being utilized at their committed amount and notify PBC in writing of any discrepancies;
 - b. Notify Contractor in writing of required documentation needed to effectuate a M/WBE program plan change (substitution, reduction and/or increase in M/WBE subcontractor participation),

- c. Make written recommendation to PBC regarding waiver requests pursuant to the terms of the contract.

- **ADDITIONAL SERVICES**

PBC requests for additional services (any services not described in this agreement) will be solicited by a request for proposal based on either a flat rate or a time and materials basis, as determined by the PBC. Hourly rates for services to be performed on a time and materials basis are stated below. Additional services include, but are not limited to, outreach services, special reports, etc.

- **DETAILED WORKFORCE RESIDENCY MONITORING:**

The following services are included in detailed workforce residency monitoring. These services shall be performed on projects requested by the PBC for an additional .1% of the total contract cost, or as negotiated:

- 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.

- **HOURLY RATES FOR ADDITIONAL SERVICES**

The PBC shall compensate Consultant for additional services on a time and materials basis, as requested by the PBC, at the following hourly rates:

Title	Maximum Hourly Billing Rate
Principal	\$150.00
Senior Vice President	\$145.00
Senior Project Manager	\$125.00
Project Manager	\$ 90.00
Project Associate	\$ 74.00
Project Coordinator	\$ 62.00
Project Clerk	\$ 40.00