

**PUBLIC BUILDING COMMISSION OF CHICAGO
SECOND AMENDMENT
CONTRACT NUMBER PS976**

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 5th day of February, 2008, and is part of the contract for Program Management Office Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **Parsons Commercial Technology Group, Inc.** ("Program Management Office") dated November 14, 2006 with the like operation and effect as if the same were incorporated therein.

WITNESS:

WHEREAS, the Commission and Program Management Office have previously entered into an Contract dated the 14th day of November, 2006, ("Agreement"), wherein the Program Management Office is to provide program management services; and

WHEREAS, the Commission and Program Management Office now desire to amend the Agreement to include additional services to the Scope of Services;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and this amendment, the parties mutually agree to amend the Agreement as hereafter stated.

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. **EXHIBIT 2 - Compensation of the Program Management Office**

Section A. Labor Costs: Fully Loaded Billing Rates is amended by addition of the following:

PMO 2008 Hourly Billing Rates:

Position Classification	2008 Hourly Billing Rate	
<u>Core Staff</u>		
Program Manager	\$225 - \$250	Rate within range subject to prior written approval of Executive Director
Deputy Program Manager	\$164	
Design Manager	\$198	
Special Projects Manager	\$164	

Core Staff (continued)

Controls Manager	\$198
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Miscellaneous

Senior Contract Administrator	\$103
Contract Administrator	\$76

Miscellaneous (continued)

Accountant Manager	\$148
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Intern	\$49
Labor Relations Manager, Regional	\$164
Labor Relations Manager	\$148
FFE Manager	\$168
Procurement Manager	\$135
IT Manager	\$120
IT Support	\$85

Section E. Maximum Compensation is revised as the follows:

The maximum compensation payable to the PMO under this Agreement is \$24,850,795 (increased from \$8,800,333 by addition of \$16,050,462 for estimated 2008 program costs). This maximum compensation amount shall not be increased unless amended as provided for in Section 10.3 of the Agreement. The 2008 planned program cost amount of \$16,050,462 includes a budget of \$4,638,071 for Core Staff costs. Expenditures or commitments in excess of the amount budgeted for Core Staff costs is subject to the prior written approval of the Authorized Commission Representative.

Execution of this Amendment by the Program Management Office is duly authorized by the Program Management Office, and the signature(s) of each person signing on behalf of the Program Management Office have been made with the complete and full authority to commit the Program Management Office 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.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 2.

ATTEST:

PUBLIC BUILDING COMMISSION
OF CHICAGO

BY: *Richard M. Daley* Date: _____
Richard M. Daley
Chairman

BY: *Edgwick C. Johnson* Date: 4/17/08
Edgwick C. Johnson
Secretary

PROGRAM MANAGEMENT OFFICE

Parsons Commercial Technology Group, Inc.

By: *Michael Walsh* Date: Feb 4 2008
Michael Walsh
President

Subscribed and sworn to me this

4th day of February 2008.

Janet Benson
Notary Public

My Commission expires: 3/10/10

(Seal of Notary)





Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
www.pbcchicago.com

BOARD OF COMMISSIONERS

Chairman
RICHARD M. DALEY
Mayor
City of Chicago

Treasurer
BISHOP ARTHUR BRAZIER
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JOHN E. WILSON
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Secretary
EDGRICK C. JOHNSON

Assistant Secretary
PATRICK J. HARNEY

May 19, 2008

John Small, President
Parsons Commercial Technology Group, Inc.
10 S. Riverside Plaza, Suite 400
Chicago, IL 60606

Re: **Amendment No. Two made part of the Professional Service Agreement PS 976, Program Management Office Services for the Public Building Commission of Chicago**

Dear Mr. Small:

Enclosed is Amendment Two to the captioned Agreement. Please return both copies of the signed and notarized amendment to my attention. Upon acceptance of the amendment by the PBC, a fully executed copy will be returned to you.

I am very sorry for any inconvenience this may have caused.

Sincerely,

Deborah Burton
Director of Procurement

DB/dz

*Amend 2 updated
and sent to
Parsons 5/21/08*

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2. **EXHIBIT 2 - Compensation of the Program Management Office**

Section A. Labor Costs: Fully Loaded Billing Rates is amended by addition of the following:

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OF CHICAGO**

BY: _____ Date: _____
Edgrick C. Johnson
Secretary

BY: _____ Date: _____
Richard M. Daley
Chairman

PROGRAM MANAGEMENT OFFICE

Parsons Commercial Technology Group, Inc.

By: _____ Date: _____
John Small
President

Subscribed and sworn to me this
_____ day of _____ 20_____.

Notary Public

My Commission expires: _____

(Seal of Notary)

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**PUBLIC BUILDING COMMISSION
OF CHICAGO**

BY: _____ Date: _____
Edgrick C. Johnson
Secretary

BY: _____ Date: _____
Richard M. Daley
Chairman

PROGRAM MANAGEMENT OFFICE

Parsons Commercial Technology Group, Inc.

By: _____ Date: _____
John Small
President

Subscribed and sworn to me this

_____ day of _____ 20_____.

Notary Public

My Commission expires: _____

(Seal of Notary)



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Secretary
NICK C. JOHNSON

Secretary
DARNEY

May 21, 2008

Michael Walsh, President
Parsons Commercial Technology Group, Inc.
10 S. Riverside Plaza, Suite 400
Chicago, IL 60606

Re: Amendment No. Two made part of the Professional Service Agreement PS 976, Program Management Office Services for the Public Building Commission of Chicago

Dear Mr. Walsh:

Enclosed is an updated Amendment Two to the captioned Agreement. Please return both copies of the signed and notarized amendment to my attention. Upon acceptance of the amendment by the PBC, a fully executed copy will be returned to you.

I am very sorry for any inconvenience this may have caused.

Sincerely,

Deborah Burton
Director of Procurement

DB/dz

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**PUBLIC BUILDING COMMISSION
OF CHICAGO**

BY: _____ **Date:** _____
Richard M. Daley
Chairman

BY: _____ **Date:** _____
Edgrick C. Johnson
Secretary

PROGRAM MANAGEMENT OFFICE

Parsons Commercial Technology Group, Inc.

By: _____ **Date:** _____
Michael Walsh
President

Subscribed and sworn to me this

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Notary Public

My Commission expires: _____

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February 7, 2008

John Small, President
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AM-IBC-SJP - Ama ps 976 - 2008 02-15

Public Building Commission of Chicago	
Scanned <input type="checkbox"/>	File Original <input type="checkbox"/>
Copy To:	
01 PBC:	
02 PMO:	
03 UAP:	
04 PROJECT No:	
REC'D	
Authority 01-	
Contracts 02-	
Process 03-	04-09-02
Plan/Spec 04-	
Construction 05-	
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Edgrick C. Johnson
Secretary

BY: _____ Date: _____
Richard M. Daley
Chairman

PROGRAM MANAGEMENT OFFICE

Parsons Commercial Technology Group, Inc.

By: _____ Date: _____
John Small
President

Subscribed and sworn to me this

_____ day of _____ 20_____.

Notary Public

My Commission expires: _____

(Seal of Notary)

**Public Building Commission of Chicago
Proposed Amendment Report to the Administrative and Operations Committee -
November 29, 2007**

Amendment	Project	Consultant	Reason for the Proposed Amendment	Amount of the Proposed Amendment	Consultant's Fee including the Proposed Amendment Fee	Consultant's Fee Including the Proposed Amendment Fee as a % of the Current Cost of Construction
4	Program Management Office (PMO)	Parsons Commercial Technology Group, Inc. (PS 976 - A2) Consultant	<p>This amendment establishes the maximum amount to be paid to the PMO for services to be provided during the calendar year 2008. The 2008 Maximum Compensation amount of \$16,050,462.00 has been negotiated based on a Work and Cost Outlay Plan (WCOP) that includes \$4,638,071.00 for Core Staff Costs (including Reimburseables), \$10,912,391.00 for Project Management Staff Costs, and \$500,000.00 for Specialty Subconsultants.</p> <p>The PMO's Core Staff costs account for 29% of the overall budget and are based on a requirement for 16 staff positions (FTEs) -- an increase of 4 above the 12 staff included in the 2007 WCOP. Project Management Staff costs account for 69% of the PMO budget and are based on a staffing requirement of 46 staff positions (FTEs) -- an increase of 29 above the 17 staff included in the 2007 WCOP. The PBC/PMO Master Schedule and the WCOP anticipates that 30 projects will be in design during 2008 and 32 projects will be under construction. Project Management staff costs for a total of 43 projects will be budgeted in the 2008 WCOP. Core Staff costs are funded out of the PBC's Administrative Budget. Project Management costs are included in and funded out of each project budget.</p> <p>The 2007 Maximum Compensation amount was \$8,800,333.00, which, when added to the 2008 Maximum Compensation, will result in a total Maximum Compensation of \$24,850,795.00 payable to the PMO as earned during the two year period ending December 31, 2008.</p>	\$16,050,462.00	\$24,850,795.00	N/A

**Public Building Commission of Chicago
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1	Fire Station 102 (7340 N. Clark)	Fox & Fox Architects (PS 656 - A2) AOR	This amendment represents PBC-requested additional services in the amount of \$5,420.00 for which the architect will modify the project design by realigning the alley to avoid demolition of retaining wall and removal of the retained spoils. Redesign also eliminates 9 unnecessary parking spaces on the west side of the facility while adding several spaces on the north side. Revisions to demolition, dimension and grading plans, electrical service and site fences will also be required. These changes will result in significant construction cost savings. (Credit change order under negotiation with General Contractor.) These services were not included in the original scope of the Professional Services Agreement.	\$5,420.00	\$324,617.00	3.7%
2	Fire Station 70 (6030 N. Clark)	Bauer Latoza Studio (PS 614 - A3) AOR	This amendment represents PBC requested additional services in the amount of \$2,630.00 for the consultant to revise the contract plan and specifications for the domestic solar water heating system to incorporate changes required to conform to the standard design developed for all Engine Companies. The changes include, but are not limited to, a reduction in the number of panels, the addition of a thermally controlled mixing valve, modifications to the heat exchanger, and piping revisions. The as-bid design included more panels than are required to meet hot water requirements and did not include all components and piping for the system to function in an optimal manner. These services were not included in the original scope of the Professional Services Agreement.	\$2,630.00	\$263,313.00	2.8%
3	Vehicle Maintenance Facility (5201 S. Western)	TENGG (PS 1022 - A2) AOR	This amendment represents PBC-requested additional services for the consultant to incorporate design documents for the Global Building Management System (GBMS) compatibility into the Vehicle Maintenance Facility Project. The changes in the scope of services include the incorporation of the GBMS compatible design for the facility's Building Automation System based on Lon Works open protocols with Tridium Niagara AX Enterprise Connectivity. The design of the system will address numerous sub-systems including Control and Monitoring of Roof-Top HVAC Units, Heat Recovery Make-up Air Units, Gas Fired Unit Heaters, Infrared Heaters, Exhaust Fans, and Interior Lighting. The system will also only monitor the following: Motor Furne Exhaust System, Door Access System, Security Camera System, Fire Protection System, Fire Alarm System, Electrical Usage, Natural Gas Usage, Domestic Water Usage, Sump Pump, Emergency Generator, and Landscape Irrigation Pump. These services were not included in the original scope of the Professional Services Agreement.	\$36,000.00	\$987,530.00	6.9%



December 7, 2007

Mr. Paul Spieles
Public Building Commission of Chicago
Richard J. Daley Center
Room 200
Chicago, IL 60602

Re: Chicago Public Building Commission Project
Parsons Commercial Technology Group & 3D International, Inc.

Dear Mr. Spieles,

Parsons Corporation has a Directors & Officers policy with National Union Fire Insurance Company of Pittsburgh, PA with a \$5,000,000 limit. The policy term is October 19, 2007 to October 19, 2008.

Regards,

Andrea G. Molina
Construction Services Group
Aon Risk Services, Inc.
Ph: (213) 630-7449
E-Fax: (847) 953-2891
E-mail: andrea_molina@ars.aon.com



Richard J. Daley Center
50 W. Washington Street
Room 200
Chicago, Illinois 60602
(312) 744-3090
Fax: (312) 744-8005
www.pbcchicago.com

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Assistant Secretary
PATRICK J. HARNEY

December 21, 2007

Paul D. Baker
Parsons Commercial Technology Group, Inc.
230 W. Monroe, Suite 900
Chicago, IL 60606

Re: **Amendment No. Two made part of the Professional Service Agreement PS 976, Program Management Office Services for the Public Building Commission of Chicago**

Dear Mr. Baker:

Enclosed is Amendment Two to the captioned Agreement. Please return both copies of the signed and notarized amendment to my attention at your earliest convenience. Upon acceptance of the amendment by the PBC, a fully executed copy will be returned to you.

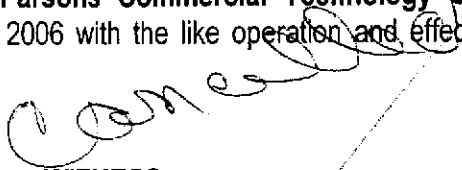
Sincerely,

Deborah Burton
Director of Procurement

DB/dz

**PUBLIC BUILDING COMMISSION OF CHICAGO
SECOND AMENDMENT
CONTRACT NUMBER PS976**

THIS SECOND AMENDMENT AGREEMENT is made and entered into as of the 21st day of December, 2007, and is part of the contract for Program Management Office Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **Parsons Commercial Technology Group, Inc.** ("Program Management Office") dated November 14, 2006 with the like operation and effect as if the same were incorporated therein.



WITNESS:

WHEREAS, the Commission and Program Management Office have previously entered into an Contract dated the 14th day of November, 2006, ("Agreement"), wherein the Program Management Office is to provide program management services; and

WHEREAS, the Commission and Program Management Office now desire to amend the Agreement to include additional services to the Scope of Services;

NOW THEREFORE, in consideration of the provisions and conditions set forth in the Agreement and this amendment, the parties mutually agree to amend the Agreement as here after stated.

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. **Exhibit 2 - Compensation of the Program Management Office**

Section E Maximum Compensation is revised to add the following:

E.1 The maximum compensation amount to be paid to the Program Management Office for services to be provided during the calendar year 2008 is \$16,050,462.00 which includes \$4,638,071.00 for Core Staff Costs (including Reimbursables), \$10,912,391.00 for Project Management Staff Costs, and \$500,000.00 for Specialty Subconsultants.

Execution of this Amendment by the Program Management Office is duly authorized by the Program Management Office, and the signature(s) of each person signing on behalf of the Program Management Office have been made with the complete and full authority to commit the Program Management Office 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.

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment Agreement No. 2.

ATTEST:

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

BY: _____ Date: _____
Edgrick C. Johnson
Secretary

BY: _____ Date: _____
Richard M. Daley
Chairman

PROGRAM MANAGEMENT OFFICE

Parsons Commercial Technology Group, Inc.

By: _____ Date: _____
Paul D. Baker
Vice-President

Subscribed and sworn to me this
_____ day of _____ 20_____.

Notary Public

My Commission expires: _____

(Seal of Notary)

From: Deborah Burton
To: Daisy Zambrana
Date: 2/5/2008 8:35 AM
Subject: Fwd: RE: FW: Parson's 2008 WCOP Amendment

Please see below as to the address for the Parsons amendment

Thanks

>>> "Karp, Pat" <Pat.Karp@parsons.com> 2/4/2008 5:27 PM >>>
You could send it to the attention of Andrea Ribulotta

At

Parsons
10 S. Riverside Plaza, Suite 400
Chicago, IL 60606

thanks

-----Original Message-----

From: Deborah Burton [mailto:Deborah.Burton@cityofchicago.org]
Sent: Monday, February 04, 2008 4:47 PM
To: Karp, Pat
Subject: RE: FW: Parson's 2008 WCOP Amendment

Where do I mail the amendment?

Deb

>>> "Karp, Pat" <Pat.Karp@parsons.com> 2/4/2008 4:19 PM >>>
Deb

His title is

President
Parsons Commercial Technology Group, Inc.

-----Original Message-----

From: Deborah Burton [mailto:Deborah.Burton@cityofchicago.org]
Sent: Monday, February 04, 2008 4:06 PM
To: Paul Spieles; Karp, Pat
Cc: John Plezbert; Kevin Holt; Small, John; Smith, Parke; Turner, William
Subject: Re: FW: Parson's 2008 WCOP Amendment

Pat -

I am going to need original signatures so I will have my team update the letter to reflect John Small and have 2 copies sent to you for his signature.

Please provide me with Mr. Small's title.

Thanks-

Deb

>>> "Karp, Pat" <Pat.Karp@parsons.com> 2/4/2008 3:03 PM >>>
Paul,

We've reviewed the draft amendment and have no editorial comments, attached is the document signed by John Small. We weren't sure of the notary process, is there something we need to do in this regard? Do you need a signed original back from John?

Thanks,

Pat

-----Original Message-----

From: Paul Spieles [mailto:Paul.Spieles@cityofchicago.org]

Sent: Monday, February 04, 2008 12:21 PM

To: Deborah Burton

Cc: John Plezbert; Kevin Holt; Pat Karp; Small, John; Smith, Parke; Karp, Pat; Turner, William; Smith, Parke

Subject: Re: Parson's 2008 WCOP Amendment

Deb:

I am copying John Small, William Turner, Parke Smith and Pat Karp on this email in order to get any Parsons' feedback on the draft. Including especially who at Parsons' will sign.

They should communicate with you from here I think-- if only because I am out-of-pocket as of Wednesday.

Paul

>>> Deborah Burton 2/4/2008 9:25 AM >>>

Looks fine to me - who should be signing off on Parson's behalf now?

Once you get any other feedback we can incorporate. Give me back the contract file and I will have Daisy begin the execution process.

Deb

>>> Paul Spieles 2/4/2008 8:02 AM >>>

Please see attached revised draft of Parsons' Amendment 2. It re-sets the maximum compensation and establishes the 2008 Billing Rates. (Note: I have left the Program Manager Rate as a range of \$225 to \$250 with actual being subject to Executive Director approval.)

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PBC Program Management Office

10 S. Riverside Plaza
Suite 400
Chicago, IL 60606
Phone: (312)930-5147
Fax: (312)930-9280

TRANSMITTAL
No. 0110

PROJECT: Core Program Management

DATE: 2/15/2008

TO: Public Building Commission of Chicago

REF:

ATTN: Deb Burton

WE ARE SENDING:	SUBMITTED FOR:	ACTION TAKEN:
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Approval	<input type="checkbox"/> Approved as Submitted
<input type="checkbox"/> Letter	<input type="checkbox"/> Your Use	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> As Requested	<input type="checkbox"/> Returned After Loan
<input type="checkbox"/> Change Order	<input type="checkbox"/> Review and Comment	<input type="checkbox"/> Resubmit
<input type="checkbox"/> Plans		<input type="checkbox"/> Submit
<input type="checkbox"/> Samples	SENT VIA:	<input type="checkbox"/> Returned
<input type="checkbox"/> Specifications	<input type="checkbox"/> Attached	<input type="checkbox"/> Returned for Corrections
<input checked="" type="checkbox"/> Other: PS976 Contract Amendment - 2 - Signed	<input type="checkbox"/> Separate Cover Via:	<input type="checkbox"/> Due Date:

CC: Paul Spieles, Pat Karp, Parke Smith, Paul Rich, John Plezbert, Kevin Holt

Signed: _____
Tim Sass