

**PUBLIC BUILDING COMMISSION OF CHICAGO  
THIRD AMENDMENT  
CONTRACT NUMBER PS 1398**

**THIS THIRD AMENDMENT** is made and entered into as of the 1st day of October, 2010, and shall be deemed as forming a part of the Agreement for Program Management Services for the Public Building Commission of Chicago ("Agreement by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **THE RISE GROUP, LLC** ("Consultant") dated September 9, 2008 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 9th day of September, 2008, wherein the Consultant is to provide Program Management Services for the Public Building Commission of Chicago; and

**WHEREAS**, Schedule D Compensation of the Program Manager, Section V of the Agreement (as amended) provides that the Program Manager with a maximum compensation amount of \$47,500,000.00 through December 31, 2010; and

**WHEREAS**, Schedule D Compensation of the Program Manager, Section IV of the Agreement provides that the Program Manager submit a Work and Cost Outlay plan for calendar year 2011, which was done and has been accepted by the Authorized Commission Representative and subsequently received approval by the Board of Commissioners at the October 1, 2010 board meeting;

**WHEREAS**, the Commission and Consultant now desire to amend the Agreement to revise the maximum compensation for Services to be performed and associated compensation due to Consultant through calendar year 2011 for such Services;

**NOW THEREFORE**, in consideration of the provisions and conditions set forth in the Agreement and herein, the parties hereto mutually agree to extend 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 D - Compensation of the Program Manager. Article I. Labor is amended by addition of the following provisions:**

For Services rendered during the period January 1, 2011 through December 31, 2011, Program Manager will be compensated for its Services on a direct labor times labor multiplier plus limited reimbursables basis.

**A. Labor.** The Commission will compensate Program Manager for all labor required for the performance of the Services at rates equal to the straight hourly labor rates for approved project personnel times a multiplier to cover all direct personnel expenses (salary adds, benefits, applicable taxes, etc.) overhead and profit (the "Labor Multiplier").

**Labor Multiplier.** The Commission and the Program Manager have agreed that Labor Multiplier for the Program Manager and for each Subconsultant is 2.35.

**Hourly Rates for Program Manager and Subconsultant Personnel.** All Program Manager and Subconsultant personnel and the hourly rate billable for each are subject to the prior written approval of the Executive Director or the Commission's Authorized Representative.

**Mark-up on Subconsultant labor costs.** In no event will Program Manager be entitled to any mark-up of Subconsultant labor costs.

**Premium on Overtime.** To the extent that Program Manager (or any Subconsultant) pays its employees a premium in excess of its hourly rates for overtime spent performing Services, the cost of the premium will be treated as a Reimbursable Expenses which will not be treated as a labor cost and which will not be subject to the application of the Labor Multiplier. Any such overtime must be in accordance with the Program Manager's (or Subconsultant's) policies, which are subject to approval by the Commission.

**3. Schedule D - Compensation of the Program Manager. Article V. Maximum Compensation is DELETED and REPLACED with the following:**

The maximum compensation payable to the PMO under this Agreement is \$69,600,000 unless amended as provided for in Section 4.10 of the Agreement. The maximum compensation amount includes the total PMO core staff, PMO project staff and reimburseable budgets for the period of September 1, 2008 through December 31, 2011.

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 in full force and effect except as modified in this Amendment.

*(Signature Page follows)*

PROGRAM MANAGEMENT SERVICES  
PUBLIC BUILDING COMMISSION OF CHICAGO – PS1398A3

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment No.3.

PUBLIC BUILDING COMMISSION  
OF CHICAGO

BY: Richard M. Daley Date: \_\_\_\_\_  
Richard M. Daley  
Chairman

ATTEST:

BY: Edgwick C. Johnson Date: 1/5/2011  
Edgwick C. Johnson  
Secretary

PROGRAM MANAGER

THE RISE GROUP, LLC.

By: John Hartman Date: 12-20-10  
President

AFFIX CORPORATE

SEAL, IF ANY, HERE

County of: COOK

State of: ILLINOIS

Subscribed and sworn to before me by Jack Hartman and \_\_\_\_\_  
on behalf of Consultant this 20<sup>th</sup> day of Dec., 2010.

Sonia Y. Cooke  
Notary Public

My Commission expires:

(SEAL OF NOTARY)



Approved as to form and legality

Jacinta Epting Date: 12-27-10  
Neal & Leroy, LLC