



**PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS
 PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000
 Asset Mapping Services for the
 Chicago Vocational Career Academy High School Renovation-PS2004**

This Contract is made and is dated December 10, 2013 by and between:

PBC: Public Building Commission of Chicago
 50 West Washington
 Chicago, Illinois 60602 ("PBC") and

Consultant:
TARGET GROUP INC.
 4030 S. Cottage Grove Avenue
 Chicago, IL 60653

Attn: Joseph A. Williams

For the Services of: Description of Services attached hereto as Exhibit A.

At a not to exceed amount of:
\$24,999.00

Project: Asset Mapping Services for the
 Chicago Vocational Career Academy
 High School

PUBLIC BUILDING COMMISSION OF CHICAGO

By: [Signature]
 Erin Lavin Cabonargi

Title: Executive Director

Date: 1/2/14

Consultant: TARGET GROUP, INC.

By: [Signature]

Title: Chairman

Date: 12/30/13

diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. Consultant shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of its Services or the Project. The Consultant further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services in the manner required by the Contract.

2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.

4. Time Is Of The Essence. Time is of the essence for this Contract.

5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.

6. Compensation of Consultant. The Commission shall pay the Consultant a **Not to Exceed Amount**, which are approved prior to being incurred, as set forth in Exhibit B. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.

7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

8. Indemnity. The Consultant shall defend, indemnify

1. Performance Standard. The Consultant represents and agrees that the Services performed under this Contract will proceed with efficiency, promptness and

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and hold the PBC the Board of Education of the City of Chicago and the City of Chicago and its commissioners, officers, agents, officials, and employees "the Parties" harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Parties harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the Parties in defending any such claim.

9. Taxes. PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.

10. Insurance. The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the Parties as an additional insured on a primary, non-contributory basis.

11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

12. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.

13. Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or

the Services shall be the property of the PBC including copyrights.

14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.

15. Termination. The PBC reserves the right to terminate this Contract at any time by providing written notice to the Consultant.

16. Notices. All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.

18. Governing Law. The laws of the State of Illinois shall govern this Contract.

19. Choice Of Forum. Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

20. Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

21. Headings. Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.

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22. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

23. Amendments. Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.

24. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees

25. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications

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**EXHIBIT A
DESCRIPTION OF SERVICES**

Consultant Services includes but limited to the following services,

The Target Group is prepared to provide Asset Mapping services to the Public Building Commission of Chicago (PBCC) "CLIENT" for the communities surrounding the Chicago Vocational Career Academy (CVCA). Asset Mapping is a strategy that intentionally identifies the human, material, financial, entrepreneurial and other resources in a community. The intent of this project is to identify construction resources, employment resources, and workforce in the community area identified for the Chicago Vocational Career Academy High School Renovation. The community area for this project has been identified as Chatham, Avalon Park, Burnside, Calumet Heights, South Chicago, Roseland, Pullman, South Deering, East Side, West Pullman, Riverdale, and Hegewisch. These communities would be mapped to determine the construction assets, construction-related assets, and the potential human capital assets available to be considered for open construction positions. Target Group will provide the following deliverables:

1. A GIS map that includes the Chatham, Avalon Park, Burnside, Calumet Heights, South Chicago, Roseland, Pullman, South Deering, East Side, West Pullman, Riverdale and Hegewisch areas, also representing wards 6, 7, 8, 9, 10 and 34.
2. A directory of all experienced construction companies in these communities and wards. and.
3. An analysis of construction companies in these communities and wards.
4. Using Census data, an analysis of the construction workforce by community and ward.
5. Using data provided by the PBCC, an analysis of construction workers in these communities that have participated in PBCC construction projects monitored by Target Group since 2000.
6. A list of local businesses in the community who can provide goods and services for Chicago Vocational Career Academy during renovation.
7. A report as to our findings and a recommendation as to Community Hiring Goals.
8. Help to organize as well as attend up to six outreach events and no more than four meetings with elected officials at the client's request.

JAN 6, 2014 JW *MAR 31, 2014 JW*

Tasks 1-7 will commence ~~November 20, 2013~~ and a final report will be delivered by or before ~~February 21, 2014~~.
Task 8 will be ongoing to include up to six outreach events and four meetings with elected officials.
Compensation for this assignment shall be a not to exceed amount of \$24,999.00. These resources will assist both local and external entities such as the PBCC to identify construction and employment resources in the community area identified for the Chicago Vocational Career Academy. This will also assist in any community-based goals and requirements, as well as to build local capacity

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ATTACHMENT A

PROPOSAL AND KEY PERSONNEL FOLLOWS THIS PAGE



November 20, 2013

Ms. Lori Ann Lypson
Chief Operating Officer
Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, Illinois 60602

Ref: Asset Mapping: Chicago Vocational Career Academy High School Renovation

Ms. Lypson,

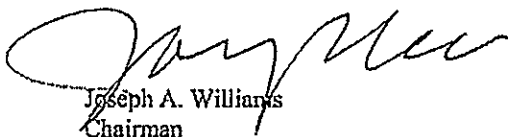
Pursuant to our discussion on November 20, 2013, Target Group Inc. is prepared to provide Asset Mapping services to the Public Building Commission of Chicago (PBCC) "CLIENT" for the communities surrounding the Chicago Vocational Career Academy (CVCA). Asset Mapping is a strategy that intentionally identifies the human, material, financial, entrepreneurial and other resources in a community. The intent of this project is to identify construction resources, employment resources, and workforce in the community area identified for the Chicago Vocational Career Academy High School Renovation. The community area for this project has been defined as Chatham, Avalon Park, Burnside, Calumet Heights, South Chicago, Roseland, Pullman, South Deering, East Side, West Pullman, Riverdale and Hegewisch. These communities would be mapped to determine the construction assets, construction-related assets, and the potential human capital assets available to be considered for open construction positions. Target Group will provide the following deliverables:

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2. A directory of all experienced construction companies in these communities and wards
3. An analysis of construction companies in these communities and wards
4. Using Census data, an analysis of the construction workforce by community and ward
5. Using data provided by the PBCC, an analysis of construction workers in these communities that have participated in PBCC construction projects monitored by Target Group since 2000
6. A list of local businesses in the community who can provide goods and services to Chicago Vocational Career Academy during renovation
7. A report as to our findings and a recommendation as to Community Hiring Goals
8. Help to organize as well as attend up to six outreach events and no more than four meetings with elected officials at the client's request

Tasks 1-7 will commence November 20, 2013 and a final report will be delivered by or before February 21, 2014. Task 8 will be ongoing to include up to six outreach events and four meetings with elected officials. Compensation for this assignment shall be \$24,999. These resources will assist both local and external entities such as the PBCC to identify construction and employment resources in the community area identified for the Chicago Vocational Career Academy. This will also assist in any community-based goals and requirements, as well as to build local capacity.

Ms. Lypson, please review the above deliverables as I believe they reflect our conversation. Please advise if there are any changes and additions that I might have missed. We look forward to working with you on this exciting project.

Sincerely,



Joseph A. Williams
Chairman

TARGET GROUP INC.

4030 S. Cottage Grove Avenue
Suite 100
Chicago, Illinois 60653

Phone: 312.873.0200
FAX: 312.873.0299
WEB: www.targetgroupinc.com



**ASSET MAPPING SERVICES FOR THE
CHICAGO VOCATIONAL CAREER ACADEMY HIGH SCHOOL RENOVATION**

KEY PERSONNEL

STAFF NAME	TITLE	HOURLY RATE	ESTIMATED HOURS
JOSEPH WILLIAMS	CHAIRMAN/PRESIDENT/PRINCIPAL	\$300.00	15 HOURS
SHAVION SCOTT	PROJECT MANAGER	\$225.00	46 HOURS
SEAN GLOWACZ	PROJECT MANAGER	\$225.00	20 HOURS
JORDAN PEARCE	PROJECT ASSOCIATE	\$125.00	45 HOURS
		TOTAL	126 HOURS

BUDGET CALCULATIONS

TOTAL PROJECT BUDGET: \$24,999.00			
TITLE	HOURLY RATE	ESTIMATED HOURS	BUDGET ESTIMATES BY TITLE
CHAIRMAN/PRESIDENT/PRINCIPAL	\$300.00	15 HOURS	\$4,500.00
PROJECT MANAGER	\$225.00	46 HOURS	\$10,350.00
PROJECT MANAGER	\$225.00	20 HOURS	\$4,500.00
PROJECT ASSOCIATE	\$125.00	45 HOURS	\$5,625.00
TOTAL		126 HOURS	\$24,975.00

TARGET GROUP INC.

4030 S. Cottage Grove Avenue
Suite 100
Chicago, Illinois 60653

Phone: 312.873.0200
FAX: 312.873.0299
WEB: www.targetgroupinc.com

EXHIBIT B
COMPENSATION OF THE CONSULTANT

B.1 CONSULTANT'S FEE

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services a Monthly Fee ("Monthly Fee") of \$7,000.00 for three months to cover tasks 1 – 7 and a not to exceed amount of \$4,000.00 for services associated with task 8, with a total not to exceed fee ("Fee") of \$24,999.00 based on the following cited for all work included in Exhibit A and Attachment A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.

EXHIBIT C
INSURANCE REQUIREMENTS

(INSURANCE REQUIREMENTS ATTACHED)

JMB INSURANCE AGENCY INC/PHS
PO BOX 29611
CHARLOTTE NC 28229

THE PUBLIC BUILDING COMMISSION
OF CHICAGO
PROCUREMENT DEPARTMENT
RICHARD J DALEY CTR RM200
CHICAGO IL 60602

Additional Certholder Text

The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago are an Additional Insured and Waiver of Subrogation applies in favor per the Business Liability Coverage Form SS0008, attached to this policy. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago are an Additional Insured and Waiver of Subrogation applies in favor per the Commercial Auto Broad Form Endorsement HA9916. Coverage is primary and non-contributory per the Business Liability Coverage Form SS0008 attached to this policy.

**SCHEDULE C
INSURANCE REQUIREMENTS**

PS 2004- Asset Mapping for Chicago Vocational Career Academy H.S. Renovation

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease

D.1.2. Commercial General Liability

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage must include, but is not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

D.1.3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago must be named as additional insured on a primary, non-contributory basis.

D.2. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

Generic consultant
1/25/10

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago and their respective Board members, employees, elected and appointed officials, and representatives.

The insurance coverage and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in the Agreement given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

The Consultant must require all its subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

EXHIBIT D
DISCLOSURE OF RETAINED PARTIES

(DISCLOSURE OF RETAINED PARTIES ATTACHED)

1/1/11

1/1/11

**ATTACHMENT D
DISCLOSURE OF RETAINED PARTIES**

Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Contract # PS2004

Description of goods or services to be provided under Contract:

**Asset Mapping Services for Chicago Vocational
Career Academy High School Renovation**

Name of Consultant: **Target Group Inc.**

EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate total whether paid or estimated)
N/A			

Check Here if No Such Persons Have been Retained or Are Anticipated To Be Retained

EXHIBIT E
M/WBE REPORT
MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Business Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE") with any of the following agencies or organizations?

Yes No

If "Yes" check and **ATTACH copy of current Letter of Certification:**

Certifying Agency:

City of Chicago _____

County of Cook _____

Category:

WBE _____

MBE _____

If yes, please submit a one current copy of your firm's letter of certification from no more than one of the applicable agencies listed above.

DECEMBER 6, 2013

TARGET GROUP INC

Company Name

JOSEPH A. WILLIAMS

Print Name

Date



Signature