

**PUBLIC BUILDING COMMISSION OF CHICAGO
THIRD AMENDMENT
CONTRACT NUMBER PS1007**

THIS THIRD AMENDMENT AGREEMENT is made and entered into as of the 1st day of March, 2010, and is part of the contract for Job Order Contracting Consulting Services ("Agreement") between by and between the **PUBLIC BUILDING COMMISSION OF CHICAGO**, a municipal corporation of the State of Illinois ("Commission") and **The Gordian Group, Inc.**, ("Consultant") dated September 12, 2006 with the like operation and effect as if the same were incorporated therein.

WITNESS:

WHEREAS, the Commission and Consultant have previously entered into an Contract dated the 12th day of September, 2006, ("Agreement"), wherein the Consultant is to provide Job Order Consulting Services ("JOC"); and

WHEREAS, the Commission and Consultant now desire to amend the Agreement to revise the scope of services as outlined in Schedule A Scope of Services and the fee schedule as outlined in Schedule C Compensation of Consultant;

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. **Schedule A – Scope of Services**

Effective March 1, 2010, Schedule A – Scope of Services is replaced in its entirety by Attachment A – Description and Term of Services to this Amendment.

3. Schedule C - Compensation of Consultant

Section C.1 Consultant Fee is deleted and replaced with the following:

Effective March 1, 2010, Item C.1.1B is replaced with the following fee schedule:

The license fee for each Job Order shall equal be one and ninety-five hundredths percent (1.95%) of the value of the Job Order until the total value of the Job Orders issued during the Contract Year equals ten million dollars (\$10,000,000). Thereafter, the license fee shall equal one and five-tenths percent (1.5%) of the value of the Job Order.

The Consultant shall be paid a license fee based in the value of the work ordered through the JOC Program during the Contract Year.

A "Contract Year" shall be defined as each one-year period beginning March 1, 2010 and each anniversary thereafter.

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.

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

PUBLIC BUILDING COMMISSION
OF CHICAGO

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

ATTEST:
BY: *Edgwick C. Johnson* Date: 11/2/2010
Edgwick C. Johnson
Secretary

CONSULTANT

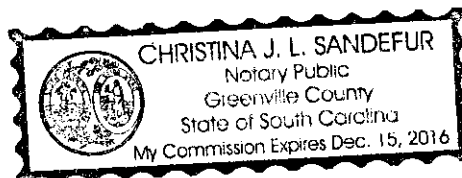
The Gordian Group, Inc.

By: *David L. Mahler* Date: 10/7/10
David L. Mahler
Vice President of Finance

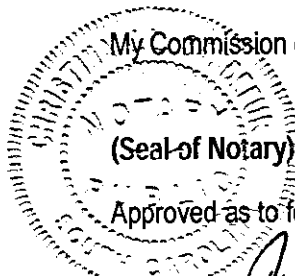
Subscribed and sworn to me this

7th day of October 20 10.

Christina J. Sandefur
Notary Public



My Commission expires: 12/15/2016



Approved as to form and legality

Jacinta Epting Date: 10-15-10
Neal & Leroy LLC

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ATTACHMENT A

DESCRIPTION AND TERM OF SERVICES

The Consultant will perform certain consulting Services including but not limited to the development, implementation and support of Job Order Contracting ("JOC") program and provide Consulting Services, as applicable, for the Commission as described below. The Commencement Date for Services will be March 1, 2010. The term of this Agreement will expire when all Services required by this Agreement have been completed to the reasonable satisfaction of the Commission.

Commencement Date of Services **March 1, 2010**

Completion Date of Services **Upon acceptance of all Services by the Commission**

A.1 JOC Program Support

- A.1.1. Provide strategic guidance to the project team.
- A.1.2. Monitor program performance, as requested.
- A.1.3. Integrate successful experience from other facility owners using JOC.
- A.1.4. Identify and consult on major program issues.
- A.1.5. Provide guidance and interpretations on procedures.
- A.1.6. Assist with interpretation of the Construction Task Catalog including:
 - A.1.6.1 Resolve Construction Task Catalog® issues.
 - A.1.6.2 Manage revisions to the Construction Task Catalog®.
- A.1.7. Conduct annual on-site reviews of the JOC program, as requested.
- A.1.8. Prepare program evaluations, as requested.
- A.1.9. Provide Construction Cost Index calculations for new JOC contract adjustment factors.

A.2 JOC Procurement & Document Maintenance Support (On-Site)

- A.2.1. Provide assistance with modifications to the Instructions to Bidders.
- A.2.2. Provide assistance with modifications to the General Conditions.
- A.2.3. Conduct research to identify recurring use of non-prepriced tasks.

- A.2.4. Manage and coordinate preparation of updated Construction Task Catalogs®.
- A.2.5. Manage and coordinate preparation of updated Technical Specifications.
- A.2.6. Conduct informational seminars for local groups, as requested.
- A.2.7. Conduct outreach to local contractors making them aware of bidding opportunities.
- A.2.8. Assist with bidding new JOC contracts including:
 - A.2.8.1 Conduct pre-bid meetings with potential contractors.
 - A.2.8.2 Assist with bid review and JOC contractor selection, as requested.

A.3 JOC Procurement & Document Maintenance Support (Off-Site)

- A.3.1. Prepared customized Construction Task Catalogs® including:
 - A.3.1.1 Maintain the integrity of the CSI numbering system.
 - A.3.1.2 Improve task descriptions.
 - A.3.1.3 Develop new task for recurring non-prepriced tasks.
 - A.3.1.4 Remove outdated tasks that are no longer used or available.
 - A.3.1.5 Monitor local area pricing.
 - A.3.1.6 Incorporate current construction practices and materials.
 - A.3.1.7 Publish Construction Task Catalogs® for additional solicitations.
- A.3.2. Prepare customized Technical Specifications including:
 - A.3.2.1 Develop new specifications for recurring non-prepriced tasks.
 - A.3.2.2 Incorporate current construction practices, standards and materials.
 - A.3.2.3 Publish Technical Specifications for additional solicitations.

A.4 Training Support

- A.4.1. Update the Training Manual to reflect changes in procedures, if any.
- A.4.2. Conduct refresher training on procedures for current Client and JCO contractor staff.
- A.4.3. Conduct JOC procedures training for new Client and JOC contractor staff.
- A.4.4. Provide hands-on training for new Client and JOC contractor staff in the areas of:
 - A.4.4.1 Project identification and development.
 - A.4.4.2 Joint scope meetings.

- A.4.4.3 Project scope development.
- A.4.4.4 Proposal development and preparation.
- A.4.4.5 Proposal review and variance resolution.
- A.4.5. Conduct PROGEN® software training including:
 - A.4.5.1 Provide on-site PROGEN® assistance for Client staff, as needed or requested.
 - A.4.5.2 Provide refresher training for current Client and JOC contractor staff.
 - A.4.5.3 Provide on-site / Internet based training for new release of PROGEN®.
 - A.4.5.4 Provide on-site / Internet based training for all new Client staff.
 - A.4.5.5 Provide Internet based training for current and new JOC contractor staff.

A.5 Software Support

- A.5.1. Provide access to PROGEN® for an unlimited number of Client and JOC contractor users.
- A.5.2. Provide software technical support, including:
 - A.5.2.1 Set-up PROGEN® access for new Client and JOC contractor personnel.
 - A.5.2.2 Set-up PROGEN® access for new JOC contractors.
 - A.5.2.3 Provide systems support in connection with PROGEN®.
- A.5.3. Provide access to all new releases of PROGEN® software.
- A.5.4. Write, test and finalize modifications to existing PROGEN® reports, as requested.
- A.5.5. Write, test and finalize new PROGEN® reports, as requested.
- A.5.6. Provide toll free 24/7 telephone support for PROGEN® software.


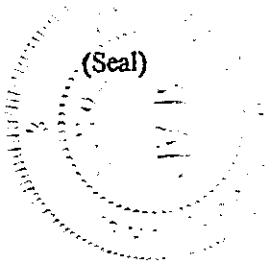
**RESOLUTION OF
THE BOARD OF DIRECTORS OF
THE GORDIAN GROUP, INC.**

The Board of Directors of The Gordian Group, Inc. (the "Corporation") hereby unanimously agrees to the following resolution:

RESOLVED, that the following officers are authorized to sign proposals and execute contracts and agreements on behalf of the Corporation:

Robert D. Coffey, President
David L. Mahler, Vice President of Finance

I hereby certify that the foregoing is a full, true and correct copy of the Resolution duly adopted by the Board of Directors of The Gordian Group, Inc. on the 2nd day of October 2008.



E. Sue Cho, Secretary