

PUBLIC BUILDING COMMISSION OF CHICAGO



PROFESSIONAL SERVICES AGREEMENT
CONTRACT NUMBER PS1398
With
The Rise Group, LLC
TO PROVIDE
PROGRAM MANAGEMENT SERVICES
FOR
THE
PUBLIC BUILDING COMMISSION OF CHICAGO
CHICAGO, ILLINOIS

Mayor Richard M. Daley
Chairman

Erin L. Cabonargi
Executive Director

Richard J. Daley Center, Room 200
50 West Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

EXECUTION PAGE
PROGRAM MANAGEMENT SERVICES
PS1398

THIS AGREEMENT effective as of September 9, 2008, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **The Rise Group, LLC**, with offices at 120 South LaSalle Street, Suite 1350, Chicago, Illinois, 60603, (the "**Program Manager**"), at Chicago, Illinois.

Background Information – Recitals:

Whereas, the Commission intends to undertake the construction and/or improvement of the certain facilities in Chicago, Illinois on behalf of certain client public agencies ("User Agency" or "User Agencies");

Whereas, the Commission requires certain professional program management services described in the Agreement in support of its efforts on behalf of its clients, and desires to retain the Program Manager on the terms and conditions set forth in the Agreement to perform such Services. The Program Manager desires to be so retained by the Commission and has represented to the Commission that the Program Manager has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement.

Whereas, the Program Manager has consulted with the Commission and taken such other actions as the Program Manager deemed necessary or advisable to make itself fully acquainted with the scope and requirements of the Services, and Program Manager represents that it is qualified and competent by education, training and experience to prepare or oversee the preparation of drawings, specifications and construction documents necessary to perform the Services in accordance with standards of reasonable professional skill and diligence.

Whereas, the Commission has relied upon the Program Manager's representations in selecting the Program Manager.

NOW THEREFORE, the parties agree on the terms and conditions that follow:

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

Chairman

Date: _____

Attest:

Secretary

Date: 9-23-08

PROGRAM MANAGER, The Rise Group, LLC:

Jack Hartman, President

Date: 9-8-08

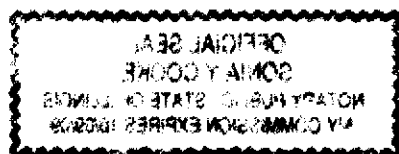
County of: Cook
State of: Illinois

Subscribed and sworn to before me by JACK HARTMAN as PRESIDENT on behalf of Program Manager this 8th day of Sept, 2008.

Notary Public

My Commission expires: (SEAL OF NOTARY)





Article I. INCORPORATION OF RECITALS

Section 1.01 The matters recited above, the "Background Information," are incorporated in and made a part of the Agreement.

Article II. DEFINITIONS AND USAGE

Section 2.01 Definitions. The following phrases have the following meanings for purposes of the Agreement:

- (a) **Agreement.** This Agreement for Program Manager Services, between the Commission and the Program Manager, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications, or revisions made in accordance with this Agreement's terms.
- (b) **Commission.** The Public Building Commission of Chicago, a municipal corporation, acting by and through its Chairman, Secretary, Assistant Secretary, Executive Director, including the Commission's Authorized Representative, as designated by the Executive Director in writing.
- (c) **Day.** Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (d) **Deliverables.** The documents, in any format (electronic or hard copy), including technical specifications, plans, reports, forms, recommendations, analyses, and interpretations that the Program Manager is requested to provide to the Commission in accordance with Schedule A.
- (e) **Key Personnel.** Those job titles and individuals identified in Schedule F.
- (f) **Program Manager.** The company or other entity identified in the Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (g) **Services.** Collectively, the duties, responsibilities and tasks that are necessary to allow the Program Manager to provide the Scope of Services under this Agreement.
- (h) **Subconsultant or Subcontractor.** Any person or entity hired or engaged by the Program Manager to provide any part of the Services required under the terms of this Agreement.

Section 2.02 Usage and Conventions

- (a) **Captions and Headings.** The captions and headings of the various sections of the Agreement are used solely for reference purposes and do not construe, nor will they be deemed or used to construe, interpret, limit, or extend the meaning or scope of any work, clause, paragraph, or provision of the Agreement.
- (b) The term "include," in all its forms, means "include, without limitation" unless stated otherwise.
- (c) Terms of one gender imply the other gender(s) unless the context clearly indicates otherwise. Use of the singular includes the plural and vice versa.

Article III. INCORPORATION OF DOCUMENTS

The following documents are incorporated in and made a part of the Agreement. By executing the Agreement, the Program Manager acknowledges that Program Manager is familiar with the contents of each of such documents and will comply fully with all applicable portions of them in performing the Services:

Policies Concerning MBE and WBE Utilization. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

Section 4.01 Performance Standard.

- (a) The Program Manager represents that the Services required by and performed pursuant to Schedule A to this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, and, consistent with Schedule A, "Scope of Services," in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing program management professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Program Manager further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Program Manager to perform the Services in the manner required by the Agreement.
- (b) The Program Manager must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Program Manager must maintain current copies of any such licenses and provide these copies upon request by the Commission. The Program Manager remains responsible for the professional and technical accuracy of all Services furnished, whether by the Program Manager or others on its behalf. All deliverables will be prepared in a form and content reasonably satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.
- (c) The Program Manager must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- (d) If the Program Manager fails to comply with its obligations under the standards of the Agreement, the Program Manager must perform again, at its own expense, all Services required to be re-performed as a result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve the Program Manager of its responsibility to render the Services and deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Program Manager either under the Agreement, at law or in equity.

Section 4.02 Engagement. The Commission engages the Program Manager, and the Program Manager accepts the engagement, to provide the Services described in this Agreement, as those Services may be amended by an Amendment to the Agreement as provided below in Section 4.10.

Section 4.03 Key Personnel. The Program Manager must not reassign or replace Key Personnel without the written consent of the Commission, such consent not to be unreasonably withheld. The Commission may at any time in writing notify Program Manager that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement in Schedule F. Upon that notice Program Manager must suspend the Key Person or Key Persons from

performing Services under this Agreement and must replace him or them with a person or persons with comparable professional credentials and experience. Such replacements are subject to the reasonable approval of the Commission.

Section 4.04 Adequate Staffing. The Program Manager must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The Program Manager must include among its staff the Key Personnel and positions as identified in the Agreement and specified in Schedule F. The level of staffing may be revised from time to time by notice in writing from Program Manager to the Commission and with prior written consent of the Commission, such consent not to be unreasonably withheld.

Section 4.05 Nondiscrimination. In performing under this Agreement the Program Manager will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice. The Program Manager certifies that he/she is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act, 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. The Program Manager will further furnish such reports and information as may be requested by the Commission, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

Section 4.06 Employment Procedures; Preferences and Compliance. Salaries of employees of the Program Manager, performing work under this Agreement, will be paid unconditionally, and not less often than once a month, without deduction or rebate on any account except such payroll deductions as are mandatory or permitted by applicable law or regulations. The Program Manager certifies that he/she is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act). The Program Manager will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Program Manager, out of payments due to the Program Manager, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Program Manager to the respective employees to whom they are due, as determined by the Commission in its sole discretion.

Section 4.07 Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in Section 4.05 above, the Program Manager will use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

Section 4.08 Records. The Program Manager must maintain accurate and complete records of expenditures, costs and time incurred by the Program Manager and by consultants engaged by the Program Manager in connection with the Project and the Services. Such records will be maintained in accordance with recognized commercial accounting practices, as well as the requirement of the Local Records Act, 50 ILCS 205/1 *et seq.* The Commission may examine such records at the Program Manager's offices upon reasonable notice during normal business hours.

Section 4.09 Compliance with Laws. In performing its engagement under the Agreement, the Program Manager must comply with all applicable federal, state and local laws, rules, and regulations.

Section 4.10 Amendments to this Agreement. The Commission may from time to time request changes to the terms and Services of the Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the scope or duration of the Services, which are mutually agreed upon by and between the Commission and Program Manager, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment absent such written amendment.

Section 4.11 Representation and Covenant by Consultant. Neither the Program Manager nor any affiliate of the Program Manager is listed on any of the following lists maintained by the Office Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the User Agency or the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 4.12 Subcontract Terms and Conditions. Program Manager shall include a provision in any and all subcontracts that Program Manager may enter into for the performance of the Services that states that the subcontractor shall comply with the terms and conditions of this Agreement in its performance of its portion of the Services. In addition, each subcontract for the performance of the Services shall provide that the Commission is a third-party beneficiary to the subcontract, and may enforce any of the subcontract terms including, but not limited to, those pertaining to standard of performance, indemnity and insurance. Nothing in this Agreement, nor any subcontract to this Agreement, shall state, imply or be construed to state or imply that the Commission or its User Agency are indemnitors or insurers of the Program Manager or Program Manager's subcontractors.

Article V. TERM

Section 5.01 Duration. The term of the Agreement begins on the September 1, 2008, and subject to the provisions in this article, expires on December 31, 2012.

Section 5.02 Termination by the Commission. The Commission has the right, at any time, to terminate this Agreement in whole or in part, with or without cause, by written notice given to the Program Manager at least 30 days before the effective date of termination. So long as the Program Manager is not in default under this Agreement at the time of termination, the Commission will pay the Program Manager, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Program Manager for periods up to the effective date of termination. The Commission may exercise any right of set-off against amounts due to Program Manager under this Section for amounts which the Commission believes in good faith are attributable to the Program Manager's failure to properly perform in accordance with this Agreement.

Section 5.03 Suspension by the Commission. The Commission also has the right, at any time and from time to time, with or without cause, to suspend the performance of the Program Manager hereunder with respect to all or any part of the Services, by written notice given to the Program Manager at least 15 days before the effective date of suspension. During the notice period the Program Manager must wind down its Services. So long as the Program Manager is not in default under this Agreement on the effective date of the suspension, the Commission will pay the Program Manager, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Program Manager for periods up to the effective date of suspension.

- (a) During the period the Program Manager's performance is suspended, the Program Manager is not entitled to incur fees or bill the Commission, except for Program Manager's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Program Manager's invoices or claims). The Program Manager may bill such time spent during a suspension only if the Program Manager's participation is requested by the Commission and only for the time of one individual per meeting. Commission will pay for such time at the applicable hourly billing rate set forth in Schedule D. Participation in meetings at the request of the Commission is not considered to be resumption of the Program Manager's Services.
- (b) If the Program Manager is required to resume its Services under this Agreement, the Commission will notify Program Manager in writing, giving Program Manager a reasonable period not to exceed 10 days to remobilize itself. The Program Manager may bill for time spent on remobilization. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one senior manager or less at the hourly billing rate set forth in Schedule D. The number of days during which the suspension period lasted, including any remobilization time, will be added to the term of the Agreement set forth in Section 5.01 above, and Program Manager will re-commence its Services at the point they were suspended and may resume billing in accordance with the terms of the Agreement.

Section 5.04 Effect of Termination or Suspension. Termination or suspension of this Agreement in whole or in part does not relieve the Program Manager from liability for its performance of any obligation under this Agreement that was performed or was to have been performed by the Program Manager on or before the effective date of termination or suspension. In no event will the Commission be liable to the Program Manager for any loss, cost or damage, including lost profits, which the Program Manager or any other party may sustain by reason of the Commission terminating or suspending this Agreement in accordance with the provisions of this Agreement.

Section 5.05 Force Majeure. Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Program Manager under the Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but, provided the Program Manager is not in default of any obligation of the Program Manager under the Agreement, the Commission will pay to the Program Manager, according to the terms of the Agreement, all compensation and reimbursements due to the Program Manager for periods up to the effective date of suspension.

Article VI. COMPENSATION OF PROGRAM MANAGER; REIMBURSEMENT FOR EXPENSES

The Commission will compensate the Program Manager for the Services in the amount and manner set forth on Schedule D.

Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

Section 7.01 General and Specific. In connection with the administration of the Commission and the performance of the Agreement by the Program Manager, the Commission has the following rights and obligations, in addition to those provided elsewhere in the Agreement:

- (a) **Information.** The Commission will provide the Program Manager all information reasonably requested and required concerning the Commission's requirements for the Services.
- (b) **Review of Documents.** Subject to the provisions of the Agreement, the Commission will make reasonable efforts to examine documents submitted by the Program Manager and render decisions pertaining to them with reasonable promptness.
- (c) **Indemnification by Third Parties.** The Commission shall require by appropriate provision in each contract entered into after the date of this Agreement, that the consultant or contractor thereunder defend, indemnify, keep and save harmless the Commission, the User Agency and the Program Manager, and each of them, and their respective commissioners, board members, officers, officials and employees, and that each consultant or contractor thereunder shall purchase and maintain such insurance as the Commission may require.

Section 7.02 Audits. The Commission has the right to abstract and audit the books of the Program Manager and its subcontractors on all subjects relating to the Project and/or the Services.

Section 7.03 Ownership of Documents. All documents, data, studies and reports prepared by the Program Manager or any party engaged by the Program Manager, pertaining to the Services will be the property of the Commission. Program Manager shall provide the Commission with opportunity to review all such documents and shall provide copies to the Commission upon written request.

Article VIII. INDEMNIFICATION

Section 8.01 Indemnification. The Program Manager must indemnify, defend, keep and save harmless the Commission and the User Agencies and their respective commissioners, board members, officers, officials and employees, from and against all claims, demands, suits, losses, costs and expenses, including the reasonable fees and expenses of attorneys, (including reasonable court costs and expert's fees) that arise out of or are based on any injury to persons or property that is, or is claimed to be, the result of the Program Manager's negligent performance or non-performance of the Agreement or negligent or willfully wrongful act of the Program Manager, or and any person employed by the Program Manager, or any Subcontractor retained by the Program Manager in connection with this Project.

The Commission agrees to cooperate with the Program Manager in connection with the investigation and defense of any claims, demands or suits hereunder.

No official, employee or agent of the Commission shall be charged personally by Program Manager, or by any subcontractor or assignee of Program Manager, with any liability or expenses of defense, or be held personally liable to them under any term or provision of this Agreement, or because of the Commission's execution or attempted execution of the Agreement, or because of any breach of the Agreement.

To the extent permissible by law, Program Manager waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due pursuant to Program Manager's obligations under this Article VIII, including any claim by any employee of Program Manager that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq., or any other law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The Commission, however, does not waive any limitations it may have on its liability under the Illinois Workers' Compensation Act, the Illinois Local Government and Governmental Employees Tort Immunity Act, the Illinois Pension Code, or any other statute.

Article IX. INSURANCE MAINTAINED BY THE PROGRAM MANAGER

The Program Manager will purchase and maintain at all times during the performance of Services, for the benefit of the Commission, the User Agency and the Program Manager, insurance coverage which will insure the Commission, the User Agency and the Program Manager as set forth in Schedule E to this Agreement.

Article X. DEFAULT

Section 10.01 Events of Default. Each of the following occurrences constitutes an Event of Default by the Program Manager under the Agreement:

- (a) The material failure or refusal on the part of the Program Manager to perform any obligation or agreement on the part of the Program Manager contained in the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Program Manager by the Commission;
- (b) Any representation or warranty of the Program Manager set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished;
- (c) The Program Manager becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;
- (d) Any proceeding is commenced against the Program Manager seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Program Manager's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Program Manager's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.
- (e) The Program Manager's material failure to perform any of its obligations under the Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Program Manager by the Commission, including any of the following:
 - (i) Failure due to a reason or circumstance within the Program Manager's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services according to Schedule A in this Agreement;

- (ii) Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory per the terms of this Agreement;
- (iv) Discontinuance of the Services for reasons within the Program Manager's reasonable control; or
- (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination.
- (f) Any change in ownership or control of the Program Manager (as defined in Article XIII) without prior written approval of the Executive Director, which approval the Executive Director will not unreasonably withhold.
- (g) The Program Manager's default under any other agreement it presently may have or may enter into with the Commission, the City of Chicago, the Chicago Public Schools or the Chicago Park District. Program Manager acknowledges that in event of a default under this Agreement with the Commission may also be deemed a default under any such other agreements.

Section 10.02 If an Event of Default occurs and continues, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon ten (10) days written notice to the Program Manager, in which event the Commission has no further obligations hereunder or liability to the Program Manager except as to payment for Services actually received and accepted by the Commission through the effective date of termination, subject to set off of amounts which the Commission in good faith believes are attributable to the Program Manager for failure to properly perform its services in accordance with this Agreement. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

Section 10.03 Remedies Not Exclusive. No right or remedy in the Agreement conferred upon or reserved to the Commission or the Program Manager is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in the Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

Article XI. CLAIMS AND DISPUTES

Section 11.01 General. All Claims arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning compensation,, and all claims for alleged breach of contract will be resolved in accordance with the following dispute resolution processes.

Section 11.02 Dispute Resolution. The Commission and Program Manager agree to cooperate in resolving any claims, controversies or disputes (collectively, "Dispute" or "Disputes") that may arise out of or relate to the Agreement, the breach thereof, or the Services.

Section 11.03 Continuing Services. The Commission and Program Manager agree that the Services will not be stopped or slowed in any way during the pendency of any Dispute, provided that all monies owed for the Services not in dispute are timely paid pursuant to this Agreement. Program Manager shall continue to perform the Services pending final resolution or determination thereof, unless requested by the Commission to suspend the Services, provided that the Commission continues to pay Program Manager for all Services not subject to a Dispute.

Section 11.04 Step Negotiations. In the event a Dispute is not resolved or a party asserts a demand in writing to the other party claiming that party has breached this Agreement, the parties shall attempt in good faith to resolve the Dispute promptly by negotiation, as follows. Any party may give the other party written notice of any Dispute not resolved in the normal course of business. The Commission and Program Manager agree to meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as reasonably necessary, to attempt to resolve the Dispute. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) working days' notice and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of all rules of evidence. If the matter is not resolved within thirty (30) days from the written notice, or if no meeting takes place within fifteen (15) days after such notice, either party may initiate mediation as provided herein.

Section 11.05 Mediation. All Disputes that cannot be resolved by the parties under Section 11.04 shall initially be submitted to mediation in Chicago, Illinois before a mediator that is agreeable to both parties, and which is conducted according to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. Submission to mediation is a precondition to arbitration as set forth below. The parties will not attempt to subpoena or otherwise use as a witness any person who serves as a mediator, will assert no claims against the mediator as a result of the mediation, and will hold the mediator harmless from claims by third parties arising out of or relating to the mediation provided for in this Section. If the Dispute is not resolved by the earlier of thirty (30) days after the last mediation session or ninety (90) days after the mediation demand, either party may initiate arbitration as follows.

Section 11.06 Arbitration. All Disputes not resolved under Sections 11.04 or 11.05 shall be decided by confidential, binding arbitration in Chicago, Illinois and in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA") then in effect. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the AAA. The demand must be made within a reasonable time subsequent to the failure of mediation to achieve resolution of the Dispute.

Each party shall be entitled to depose no more than three fact witnesses for no longer than three hours each. Each party shall be entitled to depose any and all retained expert opinion witnesses for no longer than four hours each. Each party shall produce to the other all non-privileged records relating to the Work that have relevant information or are reasonably calculated to lead to the discovery of relevant information relating to the Dispute. The Arbitrator shall resolve all discovery disputes. The Arbitrator may modify these discovery limitations for good cause shown.

The Arbitrator shall have the authority to order specific performance, including, without limitation, interim injunctive relief prior to the Dispute being resolved. The Arbitrator shall have the authority to decide all issues concerning the fulfillment of any condition precedent to the arbitrability of a claim or defense, the amount of damages to be awarded, if any and the arbitrability of the issues presented. The Arbitrator is not empowered to award damages in excess of compensatory damages, such as punitive damages. Notwithstanding anything to the contrary, the term "Arbitrator" as used herein shall consist of one arbitrator, regardless of the size of the claim or counterclaim. An arbitrator eligible to hear the Dispute shall have at least five years experience as an arbitrator with the AAA and/or another neutral organization, be familiar with commercial practices, and be a practicing lawyer.

At either party's option, third parties who are subject to a valid arbitration agreement with the party seeking joinder may be joined in the arbitration by consolidation, joinder or otherwise.

The award of the Arbitrator shall be enforceable in any court of competent jurisdiction in Cook County, Illinois, and each party consents and submits to the jurisdiction of such court for purposes of such action.

Section 11.07 Program Manager Self-Help Prohibited. The Program Manager must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, timely to make recommendations on general contractor claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties,

such as subconsultants, the general contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling the Program Manager's claims against the Commission or User Agency will constitute bad faith on the Program Manager's part. This provision is not intended to prohibit the Program Manager from exercising its well-considered professional judgment, however, in carrying out its duties and responsibilities under the Agreement, and is not intended to prevent the Program Manager from exercising the rights and remedies available to it by law or under this Agreement.

Article XII. CONFIDENTIALITY

All of the reports, information, or data prepared or assembled by the Program Manager under the Agreement are confidential, and except as may be necessary to perform its services, as required by law, or as necessary to establish a claim or defense in any adjudicatory or dispute resolution proceeding, the Program Manager must not make such reports, information or data available to any party without the prior written approval of the Commission, such approval not to be unreasonably withheld. In addition, the Program Manager must not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning the Agreement, the Project or the Services. If the Program Manager is served with a subpoena requiring the production of documents or information which is deemed confidential, the Program Manager will promptly notify the Commission in writing and provide a copy of the subpoena to the Commission in sufficient time for the Commission to attempt to quash, or take other action in relation to, the subpoena.

Article XIII. ASSIGNMENT

The Program Manager acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Program Manager and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Program Manager, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Program Manager undergoes a change in control, the change in control is deemed an assignment of the Agreement; a change in control is defined as a transfer of more than 50% of the equity ownership of the Program Manager during any 12-month period. In the event of an assignment by the Program Manager without the prior written approval of the Commission, the Commission will have the right to immediately terminate the Agreement without fault or responsibility. The Program Manager further acknowledges that the Program Manager represented to the Commission the availability of certain members of the Program Manager's staff who will be assigned to Project; therefore, in the event of the unavailability of such members for any reason, the Program Manager must so notify the Commission in writing, and must assign other qualified members of the Program Manager's staff, as approved by the Commission, to the Project.

Article XIV. RELATIONSHIP OF PARTIES

Under the Agreement, the relationship of the Program Manager to the Commission is that of an independent contractor, and the Program Manager will have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

Article XV. GENERAL

Section 15.01 Program Manager's Authority. The Program Manager represents that its execution of the Agreement is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signature(s) of each person signing on behalf of the Program Manager have been made with complete and full authority to commit the Program Manager to all terms and conditions of the Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

Section 15.02 Counterparts. The Agreement may be executed in any number of counterparts, any of which will be deemed an original.

Section 15.03 Entire Agreement. The Agreement constitutes the entire understanding and agreement between the parties to this Agreement 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 are merged in this Agreement. The Agreement may not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties.

Section 15.04 Governing Law. The Agreement has been negotiated and executed in the State of Illinois and will be construed under and in accordance with the internal laws of the State of Illinois.

Section 15.05 No Waiver. The waiver by either party of any breach of the Agreement will not constitute a waiver as to any succeeding breach.

Section 15.06 Notices. All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Commission or to the Program Manager at their respective addresses, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Program Manager may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

Section 15.07 Non-liability of Public Officials. No Commission Board member, employee, agent, officer, or official is personally liable to Program Manager or its subcontractors, and Program Manager and its subcontractors are not entitled to, and must not attempt to, charge any of them with liability or expense or hold them personally liable to Program Manager or its subcontractors under this Agreement.

Section 15.08 Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity or unenforceability will not affect any other provision of the Agreement, the balance of which will remain in full force and effect; provided, however, that if such provision is deemed invalid or unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

Section 15.09 Successors and Assigns. Except as otherwise provided in the Agreement, the Agreement is binding upon and inures to the benefit of each of the parties to the Agreement and their respective successors and assigns.

Section 15.10 Non-appropriation of Funds. If funds have not been appropriated in full or in part, the Commission has the right to terminate the Agreement. The Commission will not authorize the Program Manager to provide services under this Agreement unless sufficient funds are appropriated to pay for the services.

SCHEDULE A
SCOPE OF SERVICES
Program Management Services

1. Purpose and Objectives of the Public Building Commission of Chicago

1.1 General Purpose and Objectives. The Illinois legislature recognized the challenges faced by local government agencies in the construction marketplace, and passed the Public Building Commission Act, 50 ILCS 20/1 et seq., to provide local government with the means to organize their capital programs to benefit more fully from the opportunities, and guard more fully against the risks, inherent in local construction markets. The City of Chicago and Cook County took advantage of the legislature's action by passing ordinances that created the Public Building Commission of Chicago.

The purpose of the Commission is to promote efficiency in local government by providing a central, common resource of expertise and experience to deliver the design and construction of public improvements, buildings and facilities. The primary objective of the Commission is to meet the capital development needs of local government in a manner that is professional, competent, timely, cost-effective and responsive to the needs of the User Agencies and area citizens. The further objective of the Commission is to be the provider of choice for all of the User Agencies' capital development needs, including the rehabilitation and expansion of existing facilities, as well as the construction of new facilities.

1.2 The Commission's Objectives in Retaining a Program Manager. In order to be effective in meeting the needs of its constituents, and operating within Chicago's construction market, the Commission must forge the projects and programs of its User Agencies into a single, coherent program. There is a need for coordination and synergy at each point in the process of planning, designing and building capital projects for local government. Moreover, there is a need to achieve this coordination through means that are both flexible and cost-effective. The Commission has determined that engaging the assistance of a team of construction industry professionals organized in a Program Management Office is the most flexible, cost-effective means to achieve the coordination and synergy necessary to meet the demands of the User Agencies. A Program Management Office offers flexibility through its capacity to engage professionals with specific expertise at appropriate points in the planning and implementation of projects. This is also cost-effective in that staffing is scalable according to the volume of work in the Program, limiting the Commission's financial liability during periods when volume does not require extensive staff. Scalable staffing is of particular interest to the Commission as the capital needs, and available funding, from the User Agencies varies from year to year.

The Program Management Office will also enhance the Commission's efficiency by keeping the Commission current with the latest developments in management systems and practices. In order for flexible staffing to be effective, there must be a core set of systems in place that enables both the Program Management Office's and Commission's professionals to contribute their knowledge and work product to, and resource information from, a central, coordinated repository of data. By implementing, maintaining and upgrading management information systems appropriate for the Commission's projects, the Program Management Office will facilitate the efficient, effective use of information throughout the Commission's undertakings. Through benchmarking the best practices of program managers on a local and national scale, the Program Management Office will assist Commission's senior management in establishing metrics that will identify areas where the Commission is functioning efficiently, and areas that require improvement.

The Commission expects the members of the Program Management Office to apply their professional expertise, experience, judgment and information management systems in a manner that will facilitate the Commission's efforts to develop, maintain and enhance the relationships necessary to meet the Commission's aforementioned purpose and objectives. The remainder of this Schedule A is organized into three general categories. The first focuses on relationships within the Commission, and between the PMO and the Commission. The second focuses on the Commission's relationships with its User Agencies, regulatory agencies, contractors and providers of professional services. The third section addresses certain

tasks and functions of the PMO in more detail.

2. The Commission's Internal Relationships

2.1 Introduction. The reporting relationships between the individuals in the Program Management Office and the Commission's officers, officials and employees are stated in the Organization Chart attached as Exhibit 1 to this Schedule A. As indicated in the Organization Chart, there are four senior executive positions within the Program Management Office (subsequently, "PMO"): the Program Manager ("TPM"), Deputy Program Manager for Design ("DPM-Design"), Deputy Program Manager for Construction ("DPM-Construction"), and Deputy Program Manager for Controls ("DPM-Controls"). The Commission expects the four senior executives within the PMO to be key members of the Commission's senior management team. The balance of this section will discuss the role and responsibilities of these four individuals in developing, maintaining and enhancing the relationships within the Commission, within the PMO, and between the Commission and the PMO.

2.2 The Program Manager.

2.2.1. Relationships with the Commission's Senior Management. The TPM reports directly to the Commission's Director of Development ("DoD"). As a member of the Commission's senior management team, though, the TPM will have a direct, working relationship with each of the other members of the team. The Commission's senior management will be relying upon the TPM to: 1) implement Program and project management processes that coordinate and integrate the Commission's projects into a program; 2) work with the Commission's Director of External Affairs and the Executive Director to improve and coordinate the Commission's relationships with regulatory agencies, government officials and the public; 3) anticipate and identify issues; 4) provide prompt and comprehensive notice of issues as they arise; 5) work with the DoD and Executive Director to identify those issues which require the input of Commission management, and those issues which may be resolved by the PMO; 6) furnish accurate and timely information regarding the progress of the Program and emerging issues; 7) offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options; 8) implement decisions made by Commission management and/or the TPM; 9) report promptly and thoroughly on the consequences of implementation.

The Commission expects the TPM to perform the functions listed above in a manner that brings the entire weight of the TPM's professional experience, expertise and judgment to bear. Moreover, the Commission expects the TPM to perform these functions in a manner that facilitates Commission management's operation as a team, and in particular as a team in which each of the members understands its role, and respects and appreciates the roles and contributions of other team members. Finally, the Commission expects the TPM to take primary responsibility for coordinating the relationships between the team members responsible for planning, design, construction, controls and administration in a manner that is consistent with best practices in the pertinent industry, and which facilitates prompt, complete and smooth hand-offs from one function to the next, thereby minimizing gaps and/or delays in the progress of the Program.

2.2.2 Relationships with Commission Staff. The Integrated Organization Chart identifies the members of the Commission staff that will have a direct reporting relationship with the TPM. The TPM is expected to provide direction to and evaluate the performance of these individuals. As a member of the Commission's senior management team, the TPM is also expected to provide management and leadership to the Commission's staff as a whole. In both circumstances, the Commission is relying upon the TPM to provide direction, leadership and management in a manner that cultivates a common sense of purpose and identity among all employees of the Commission and the PMO.

2.2.3 Relationship with the Commission's Board of Commissioners ("Board"). At the direction of the Executive Director and Director of Development, the TPM may report to the Commission's Board from time to time on the progress of the Program, or particular projects within the Program.

2.2.4 Relationships within the PMO. The Commission expects the TPM to direct the day-to-day operations of the PMO, including the performance of the DPM-Design, DPM-Controls and DPM-

Construction. The TPM is responsible for ensuring that each individual within the PMO: 1) understands his or her role and responsibilities; 2) performs the tasks required by that role and those responsibilities in a manner consistent with the purpose and objectives of the Commission; and 3) administers the operation of the PMO in an engaged, open and professional manner.

2.3 Deputy Program Manager for Design.

2.3.1 Relationships with the Commission's Senior Management. The DPM-Design reports directly to the TPM, and is the member of the PMO with principal day-to-day responsibility for the planning and design functions assigned to the PMO. The Commission's Director of Planning ("CDP") will lead the Commission's planning efforts, and the DPM-Design will both serve as a resource in support of the CDP's work, and monitor conceptual design to ensure compliance with Program standards and continuity in project design. In particular, the Commission expects the DPM-Design to distinguish between project-driven and programmatic changes to a design, to track each set of changes appropriately, and ensure that the distinction between project and programmatic changes is maintained throughout the Commission's planning and design processes (i.e., ensure that programmatic changes are appropriately addressed within each project, while project-specific changes do not become program wide practices).

The DPM-Design will support the CDP in the selection of architects of record, and work closely with the CDP to manage each project's transition from planning to design. Once an architect of record ("AOR") for a project is appointed and the Commission has an undertaking from its User Agency, the DPM-Design will assume the lead in managing the project, and the CDP and the Commission's Planning Division staff will serve as a resource to the design team for each project.

As a member of the Commission's senior management team, the Commission will be relying upon the DPM-Design to: 1) implement Program and project management processes that coordinate and integrate the Commission's projects into a program; 2) anticipate and identify issues; 3) provide prompt and comprehensive notice of issues as they arise; 4) furnish accurate and timely information regarding the progress of planning and design activities, along with any emerging issues; 4) offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options; 5) implement decisions made by Commission management and/or the TPM; 6) report promptly and thoroughly on the consequences of implementation; 7) incorporate lessons learned from the construction work of the Commission so that the continuing planning, development and design work of the Commission is appropriately informed by its construction projects; 8) engage in professional activities within the planning and design communities such that the DPM-Design will be able to keep the Commission informed of current trends, developments and best practices within those communities.

2.3.2 Relationships with Commission Staff. The Integrated Organization Chart identifies the members of the Commission staff that will have a direct reporting relationship with the DPM-Design. The DPM-Design is expected to provide direction to and evaluate the performance of these individuals. As a member of the Commission's senior management team, the DPM-Design is also expected to provide management and leadership to the Commission's staff as a whole, particularly with respect to planning, development and design Services. In both circumstances, the Commission is relying upon the DPM-Design to provide direction, leadership and management in a manner that cultivates a common sense of purpose and identity among all employees of the Commission and the PMO.

2.3.3 Relationship with the Commission's Board of Commissioners. At the request of the Executive Director and DoD, the DPM-Design may report on particular projects or issues to the Commission's Board.

2.3.4 Relationships within the PMO. The Commission expects the DPM-Design to provide competent, professional management of the planning and design Services. In addition, the Commission expects the DPM-Design to work closely with the TPM and the other Deputy Program Managers to coordinate the Services in a manner that minimizes gaps and delays in the Services and the Program.

2.4 Deputy Program Manager for Construction.

2.4.1 Relationships with the Commission's Senior Management. The DPM-Construction reports directly to the TPM, and is the member of the PMO with principal day-to-day responsibility for the construction and

construction management functions assigned to the PMO. As a member of the Commission's senior management team, the Commission will be relying upon the DPM-Construction to: 1) implement Program and project management processes that coordinate and integrate the Commission's projects into a program; 2) anticipate and identify issues; 3) provide prompt and comprehensive notice of issues as they arise; 4) furnish accurate and timely information regarding the progress of the construction projects, along with any emerging issues; 5) offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options; 6) implement decisions made by Commission management and/or the TPM; 7) report promptly and thoroughly on the consequences of implementation; 8) assist the CDP in establishing reasonable budgets and schedules for projects during the planning stage; 9) provide constructability reviews during the design phase of each project; 10) identify and communicate lessons learned from the construction work of the Commission so that the continuing planning and design work of the Commission is appropriately informed by its construction projects; 11) engage in professional activities within the construction and construction management communities such that the DPM-Construction will be able to keep the Commission informed of current trends, developments and best practices within those communities.

2.4.2 Relationships with Commission Staff. The Integrated Organization Chart identifies the members of the Commission staff that will have a direct reporting relationship with the DPM-Construction. The DPM-Construction is expected to provide direction to and evaluate the performance of these individuals. As a member of the Commission's senior management team, the DPM-Construction is also expected to provide management and leadership to the Commission's staff as a whole, particularly with respect to construction and construction management Services. In both circumstances, the Commission is relying upon the DPM-Construction to provide direction, leadership and management in a manner that cultivates a common sense of purpose and identity among all employees of the Commission and the PMO.

2.4.3 Relationship with the Commission's Board of Commissioners. At the request of the Executive Director and DoD, the DPM-Construction may report on particular projects or issues to the Commission's Board.

2.4.4 Relationships within the PMO. The Commission expects the DPM-Construction to provide competent, professional management of the construction and construction management Services. In addition, the Commission expects the DPM-Construction to work closely with the TPM and the other Deputy Program Managers to coordinate the Services in a manner that minimizes gaps and delays in the Services and the Program.

2.5 Deputy Program Manager for Controls.

2.5.1 Relationships with the Commission's Senior Management. The DPM-Controls reports directly to the TPM, and is the member of the PMO with direct responsibility for the operation and maintenance of the Commission's Program and project controls systems. The Commission expects the PMO, and particularly the DPM-Controls, to share the Commission's expansive concept of program and project controls systems, and to implement the Commission's control systems accordingly. The Commission's concept of program and project controls is expansive in that: i) the concept includes document control as well as budget and schedule controls; ii) the controls systems include not only the hardware and software that provide the repository for program and project information, but the processes and formats through which the users of the hardware and software enter data into the repository, and retrieve information from it; iii) the controls systems must cover the program, and each project within the program, from cradle to grave, i.e., from planning through close-out; iv) since the controls systems cover the full scope of the program, they must be able to use the information within them to provide projections as well as reports of matters that have already occurred.

The DPM-Controls is a member of the Commission's senior management team. The Commission's senior managers are relying upon the DPM-Controls to provide accurate, current information regarding the status and progress of the Program, and each of the projects within the Program. Since the Commission's senior managers are so reliant upon the DPM-Controls for information pertaining to the Program, it is expected that the DPM-Controls will have a direct working relationship with all of the senior managers. In order for all of the senior managers, including those within the PMO, to be able to receive the full benefit of the Services

provided by the DPM-Controls, each of the senior managers must be committed to conduct their relationships with the DPM-Controls, and with each other, in an open, respectful and trustworthy manner.

The importance of controls systems with respect to design and construction is well understood. Their significance for program and project planning are often less clear. It is of primary concern to the Commission, therefore, that the DPM-Controls work closely with CDP to ensure that planning processes are appropriately informed by the Commission's past experience. It is equally important to the Commission that the DPM-Controls understands that the budgets and schedules produced in the planning process become the parameters of the controls systems for the balance of each project's life, and the lifespan of the program as well. The DPM-Controls must work closely with the CDP and DoD to enable the controls system to integrate the Commission's past, present and future as completely as possible. The Commission expects the controls systems, and the DPM-Controls, to facilitate the thorough, effective movement of each project through each step of the program, and to do so in a manner that causes all shareholders, be they Commission employees, PMO employees, User Agencies, contractors or consultants, to buy in and commit to the use of the controls systems, and the program they represent.

2.5.2 Relationships with Commission Staff. The DPM-Controls will manage the Program Controls team, including any members that may also be members of the Commission's staff. Every participant in the Program will be responsible to some degree for furnishing data to the Program's controls and reporting systems. The Commission expects the DPM-Controls to not only train Commission staff in their responsibilities with respect to Program controls and reporting, but to demonstrate a consistent commitment to the use and integrity of those systems, and to foster the same level of commitment to the use and integrity of those systems by Commission staff.

2.5.3 Relationship with the Commission's Board of Commissioners. At the request of the Executive Director, DoD, or the TPM, the DPM-Controls may report on particular projects or issues to the Commission's Board.

2.5.4 Relationships within the PMO. The Commission expects the DPM-Controls to provide competent, professional management of the Program's controls and reporting Services. In addition, the Commission expects the DPM-Controls to work closely with the TPM and the other Deputy Program Managers to coordinate the Services in a manner that minimizes gaps and delays in the Services and the Program.

2.6 The Program Executive.

2.6.1 Relationships with the Commission's Senior Management. Although the Commission does not compensate the PMO directly for any Services provided by the Program Executive, the Program Executive is wholly responsible for the relationship between the PMO and Commission, and the Commission considers the Program Executive to be a crucial member of its senior management team, with a particularly important role in the mobilization of the PMO. The Commission expects the Program Executive to identify and, as needed, work with the Executive Director to initiate critical relationships within the Commission and between the Commission, the PMO, the TPM and DPMs. Moreover, the Commission expects the Program Executive to assist and augment senior management's efforts to instill the sense of collective identity and collegiality among all members of the Program necessary for the successful operation of the Program.

2.6.2 Relationship with the Commission's Board of Commissioners. At the request of the Executive Director, the Program Executive may report on particular projects or issues to the Commission's Board.

3. The Commission's Relationships with the User Agencies

3.1 Introduction. As stated in the outset of this Schedule A, the Commission provides planning, design and construction services to its User Agencies. The User Agencies include the City of Chicago, the Chicago Public Schools, the Chicago Park District and Cook County, among others. The Commission expects the PMO to be essential to its efforts to deliver timely, cost-effective and productive services to the User Agencies. The nature of the PMO's relationship with the User Agencies will be somewhat different during the pre-construction and construction phases of project delivery. The remainder of this section will focus upon those differences. Section 5 will focus more closely upon specific functions to be performed

during the different phases.

3.2 Relationships During Planning and Design. The Commission expects the PMO to work closely with the CDP and the Commission's Planning Division in eliciting the details of the User Agencies' requirements from the appropriate individuals within those agencies. The Commission also expects the PMO to work closely with the Commission and its design teams in developing projects that are responsive to those requirements, and reporting on the progress of the design. Most importantly, the Commission is relying upon the PMO to facilitate the prompt and complete turnover of projects from planning to design, design to construction, and construction through close-out.

In order for the Program, and the projects within the Program, to progress efficiently and expeditiously, the Commission must have planning and design processes that engage the User Agencies when necessary, where necessary and to the degree necessary in order to meet the User Agencies' requirements. Those processes must have definite points of departure, clear rules of engagement, and precise conclusions such that all involved in each process understand their roles, responsibilities, deliverables, and milestones or deadlines. Inasmuch as the Commission's relationships with its User Agencies are generally governed by an intergovernmental agreement ("IGA") and/or a memorandum of understanding ("MOU"), the rules of engagement established by the PMO must be consistent with the terms and conditions of the pertinent IGA or MOU. The goal of the processes is to not only secure the input of the User Agencies to produce construction documents that are acceptable to the User Agency and suitable for bidding, but do so in a manner that renders the turnover of a project from design to procurement and construction an essentially in-house, administrative function of the Commission. In other words, the User Agency's needs, issues and concerns will have been raised and effectively addressed during the planning and design phases so that there is clear consensus among all involved that the project in question is ready to proceed to construction.

The Commission is relying upon the PMO to develop, implement and consistently, effectively execute its planning and design processes. The Commission is also relying upon the PMO, and particularly its senior managers, to assist the Commission's senior management in consistently implementing and enforcing the policies and procedures that comprise those processes with respect to the Commission's, PMO's and User Agencies' personnel. It is only through consistent execution of these processes that a collection of projects will become a Program.

3.3 Relationships During Construction. The objective of the Commission is to be so successful in managing the planning and design of a project that the relationship between the Commission and the User Agency during the construction phase will be primarily to report the progress of the work. Nonetheless, since the unforeseen often occurs in construction, the PMO will develop policies and procedures to address unanticipated site conditions and other factors that might result in changes to the scope, schedule and budget of the projects. Once again, these policies and procedures must have definite points of departure, clear rules of engagement, and precise conclusions such that all involved, including the User Agencies, understand and meet their roles, responsibilities, deliverables, and milestones or deadlines.

As substantial completion of a project approaches, it is anticipated that the User Agency will become more active at the jobsite as the commissioning and turnover of the project begins. The Commission expects the PMO to work closely with the User Agency to: 1) achieve timely completion of base contract work and punchlist work, 2) commission building systems according to the plans, specifications and manufacturers' instructions, and 3) assist with fixtures, furnishing and equipment as required; 4) turn the project over to the User Agency's operations staff at the time and in the condition which meet all participants' stated objectives and expectations.

4. The Commission's Relationships with Architects and Contractors

The PMO, and in particular the DPM-Design and DPM-Construction, will have direct day-to-day responsibility for the oversight and management of the Commission's architects and contractors. As stated above, one of the Commission's objectives is to become the agency of choice for the delivery of local government capital development programs in Cook County. In order to meet this goal, the Commission must also be the client of choice for architects and contractors in the Chicago construction market. The

Commission expects the PMO to facilitate achieving this latter goal through: 1) the development of clear and thorough procedures for each phase of project delivery, 2) consistent and fair implementation of the procedures, 3) prompt payment to all Commission vendors, 4) developing working relationships with the design and construction providers in the Chicago market that are predicated upon respect and trust, that support the free flow of ideas and innovation, and that consistently demonstrate to architects and contractors that their ideas and concerns will not only be heard but addressed in a mutually beneficial manner.

5. Functional Responsibilities of the PMO

5.1 Introduction. The Commission expects the PMO to perform all of the tasks necessary to meet its standard of care, and to do so in a manner that is consistent with that standard of care and the objectives and expectations of the Commission. Without limiting the foregoing, there are a number of PMO functions that, due to their critical position within the project and/or Program delivery process, or the sensitive nature of the function itself, will be addressed in more detail in this section. The list of items discussed in detail is neither all-inclusive nor exhaustive. Again, the Commission is relying upon the PMO's professional expertise and knowledge with respect to the activities and tasks that need to be performed in order to accomplish the Commission's objectives. The discussion will begin with the Program Schedule, as it in developing and implementing the Program Schedule that the various components of the Program are drawn together in what the Commission expects to be a coherent, functional manner.

5.2 Planning.

5.2.1 Planning Schedules. The Commission understands that building a schedule is in itself a critical element in the planning of a project and a Program. Accordingly, the Commission expects the Program Schedule, and each initial project schedule, to include the planning and refining of the pertinent schedule among the items to be tracked.

5.2.2 Program Schedule. The PMO, and in particular the DPM-Controls, is responsible for developing and maintaining the Program Schedule and project schedules. The Program Schedule will show each of the Commission's projects and provide, at a minimum, the following milestones: 1) the date of the project planning request from the User Agency to the Commission; 2) the date of the undertaking; 3) the date for the notice to proceed for the AOR; 4) the date for the advertisement of the construction documents for bidding; 5) the date for the notice to proceed for the general contractor; 6) the date for substantial completion of the project; and 7) the date for final completion of the project. The Program Schedule must show the current status of each project, the phases that have been completed, and the target dates for the phases yet to be commenced.

The Commission uses Primavera scheduling software, so the Program Schedule will be provided in this medium. The Commission expects that in its electronic format, the Program Schedule will be linked to the project schedules which, as discussed below, will provide a more detailed breakdown of the actions required for the progress of each project. The Program Schedule is to be more than an amalgam of projects, though, in that, through discussions and agreement between the Commission, the PMO and the User Agencies, the projects will be scheduled to, as stated in Section 1.2 above, take optimal advantage of the opportunities and resources presented by the Chicago construction market, and avoid, to the extent reasonably possible, risks presented by that market. The PMO will, upon the request of the DoD, provide a report which states the assumptions and reasons for the project milestones presented in the Program Schedule.

The Commission also expects the Program Schedule, along with other reports that the controls systems will be capable of producing, to be able to provide accurate forecasts of Commission activities to regulatory bodies and User Agencies. For instance, the City's Planning Department and Buildings Department would benefit from knowing when the Commission's projects would be presented for the approvals required by those departments, and be able to deploy their resources in a manner that might minimize the impact of securing those approvals on the Program Schedule.

5.3 Project Schedules. The Commission is as concerned with establishing and meeting milestones in

its pre-construction activities as it is for construction itself. The DPM-Controls will, accordingly, prepare project schedules which commence with the receipt of a project planning request from a User Agency and track activities and milestones through the completion and turnover of the project to that User Agency. The DPM-Controls will furnish the DoD ("DoD"), the CPD and such other Commission employees as the DoD may designate, with reports and updates indicating the progress, or lack thereof, of each project on a regular basis determined by the DoD.

5.3.1 Slippage or Delays in Project Schedules. The Commission expects the DPM-Controls to provide the DoD and the Commission with the most prompt notice possible of any slippage or delays on a project. The notice will, to the extent possible, provide an explanation for the delay. If the reasons require further inquiry by the PMO, the notice will indicate as much, and will provide a timeframe for the provision of the explanation. The PMO will also provide the Commission with an action plan for addressing the slippage or delay within a reasonable period subsequent to the determination of the cause of the delay.

5.3.2 Requirements for Planning. Each initial project schedule will use the project parameter list provided by the User Agency with the project planning request as the point of departure for the initial project schedule. In addition to the development of the schedule itself, there are three general sets of planning processes that the project schedule must track: the site, the facility and the budget. The balance of this section is intended to highlight critical activities and links between the four general planning processes.

5.3.2.1 Site Planning. The project parameter list will typically identify the boundaries for site selection. The Commission then works closely with the User Agency to identify a suitable site within the boundaries. The first critical link to the facility planning process occurs at this point, as test fits must be performed to determine if the site is appropriate for the planned facility. There is also a critical link to budget planning at this point, as the cost of a proposed site is a crucial variable in final site selection. Final site selection is in itself a critical juncture in that it typically requires User Agency approval, which approval is memorialized in a letter of undertaking to the Commission. The Commission's Board then must approve the undertaking by the Commission.

Once a suitable site is identified, land acquisition and the Phase I environmental assessment are critical tasks. Land acquisition is typically performed by outside counsel, and that counsel may be retained by the User Agency or the Commission. In either event, the land acquisition process often includes variables (e.g., court proceedings associated with condemnation) beyond the control of either the User Agency or the Commission. The Commission expects the PMO to reasonably anticipate and address such variables both in its planning and scheduling activities.

In addition to the land acquisition process, there are a number of other activities related to site development that involve variables that may be, to some degree, beyond the control of the Commission, User Agency or PMO. These activities include zoning, public right of way matters, demolition, geotechnical evaluation of the site, environmental remediation, and utility relocation and coordination. The primary reason that these activities can be beyond the reasonable control of the Commission et al is because they typically require interaction with regulatory agencies. The Commission expects the PMO to work closely with the Commission and the regulatory agencies to develop relationships that serve to minimize negative impacts on the Commission's projects. The Commission also expects the regulatory processes to be tracked on the project schedule in a manner that facilitates the Commission's and PMO's ability to provide prompt notice of issues to the requisite agencies and secure required approvals in accordance with the extant project schedule.

While the anticipated date of the notice to proceed to the general contractor is an obvious and important link between the site development and construction activities, there is an earlier link that is critical to the Commission. The Commission has often found that it is cost-effective to have site preparation work performed by its Job Order Contractor ("JOC") prior to turning over the site to the general contractor for construction of the planned facility. This requires at least two important prior steps by the PMO. First, the PMO must identify the point in the site development process at which there will be sufficient information to assess whether the site work is best performed by JOC or the general contractor. Secondly, the overall project schedule must be developed in a manner that allows for, and accounts for, either course.

5.3.2.2 Facility Planning and Design. The Commission uses prototypes in many of its projects. This has several implications for project planning and the project schedule. First of all, the use of prototypes enables information from one project to be more readily pertinent and adaptable for future similar projects, e.g., construction costs for the prototype library can be used in developing estimates for future libraries. Since part of a User Agency's decision with respect to the issuance of an undertaking rests on the initial construction budget, accurate and reliable information regarding costs is essential. The Commission will be relying upon the PMO, and the DPM-Controls in particular, for gathering cost information and ensuring that it is available and used at pertinent points in the project planning process.

A second important aspect of prototypes is that they facilitate the site planning process, and particularly test fits. The third critical factor with respect to prototypes is the manner in which they are used by the Commission with respect to design, i.e., the Commission engages in a complete design process, from kick-off through conceptual design with its design architects, and schematic design to the issuance of bid documents and construction from its architects of record, and thereby from its PMO.

The Commission expects the PMO, and particularly the DPM-Design, to include two activities that are of particular concern to the Commission in the design process. The first is the incorporation of lessons learned from prior use of the prototype. As noted earlier, the use of prototypes means that similar projects are clearly pertinent to each other, and it is very important to the Commission that the Program uses the knowledge generated at each step of the project delivery process in subsequent Commission projects. The second activity relates to the Commission's commitment to sustainable development. The Commission expects the PMO to conduct a sustainable design/LEED design charrette for each of its projects. This is typically scheduled between conceptual design and schematic design, and will include the User Agency as well as staff from the Commission, PMO and AOR. The purpose of the charrette is to ensure that the User Agency is fully aware of, and in concurrence with, the sustainable design elements of the facility. This, in turn, requires that the design be as sensitive to the needs of the users as it is to the environment.

The Commission expects the PMO, and the DPM-Design in particular, to reflect their knowledge and experience of the relationships between the design, zoning and permitting processes in the project schedule. Such knowledge and experience should be evident not only in identifying the links between the processes at specific junctures, but also in the sequencing and time allotted for those processes and subsequent processes (particularly those for which zoning and permitting are on the critical path) in the project schedule.

5.3.2.3 Budget Planning. User Agencies may request that the Commission perform formulation services for a prospective project, and may provide a limited amount of funding for this purpose (e.g. CPS has provided \$150,000 to \$300,000 to formulate plans for new schools, depending on the size of the school and other programming requirements). Whether the User Agency provides a formulation budget or an overall budget amount for a project with the project planning request, the PMO will work with the CDP to allocate the amount provided between the various components of the project, tracking and reporting on expenditures and revisions to the budgets during planning, design and construction, and instituting measures that will provide prompt notice to the Commission and, as necessary, the User Agency with respect to circumstances that might require changes to a project's budget.

There are a number of instances in which the budget process is intricately linked with the other planning processes. As noted earlier, developing an initial project budget, and in particular the budget for land acquisition, site development, construction and the professional services necessary for design and to address all regulatory requirements, is critical to securing the issuance of an undertaking by the User Agency. Once an undertaking is issued, that same budget provides the basis for generating cash flow projections that will be critical in informing the User Agency of the funding requirements for the project, and facilitate the Commission's invoicing of the User Agency for provision of funding in a manner that enables the project to achieve its optimal implementation schedule. The Commission expects project cash flow projections to be updated automatically as budgets and schedules are revised throughout the life of a project, and that such projections shall be readily available to appropriate Commission and PMO staff.

The production of the construction budget is also closely linked to the progress of a project's design. The Commission's contract with its AORs requires the AOR to produce a design that is within the established budget for construction of the project in question. Review of the construction estimate, and assessing the design with respect to that estimate, is a crucial component of each stage of the design and design review process. The Commission expects the DPM-Design to develop a design review process that will incorporate appropriate analyses of the construction estimate, require constructability reviews appropriate to the project, and enforce the Commission's contractual requirements with respect to the AORs.

The budget process is also clearly and critically linked to activities during the construction phase of each project. These will be addressed in the next section. The balance of this section will entail a discussion of the relationship between the project budgets and the Commission's operating budget.

The Commission's operations are funded primarily through direct costs and fees it assesses the User Agencies for the project delivery services that the Commission delivers to those agencies. There is a small, and diminishing, amount of funding available from bonds that the Commission issued up to twenty years ago. The foregoing has several implications for the PMO. First and foremost, the TPM must run a tight ship, and assist the Commission in doing so as well. The Commission will only be the capital project delivery agency of choice for local government if it consistently demonstrates to its users that the Commission is a more cost-effective means for project delivery than maintaining in-house staff. Secondly, the PMO will be required to track PMO costs, and Commission costs, in a manner that is acceptable to the Executive Director and is designed to show the relationships between those costs and the processes of project delivery. Finally, the Commission will require the PMO to assist the Commission in developing a fee structure that adequately supports the continued operation of the Commission and its PMO.

5.3.3 Requirements for the Construction Phase. The DPM-Construction will be responsible for the day-to-day management of the Commission's projects during their respective construction phases. The Commission expects the DPM-Controls to provide the DPM-Construction with the means and methods to monitor the progress of the Work in a manner that is acceptable to the TPM, DoD and the other senior managers of the Commission. Those means and methods will include a project construction schedule developed and maintained by the general contractor. The Commission also expects a project schedule furnished by the PMO which links the milestones of the general contractor's construction schedule to other activities managed by the PMO, including, but not limited to, project budget, contractor payments, requests for information, responses to requests for information, field orders, change orders, quality deficiency reports, safety incidents, claims, EEO compliance, MBE/WBE compliance, testing and commissioning.

The relationship between the project's construction budget and expenditures during construction is of particular concern to the Commission. The Commission expects the PMO, and in particular the DPM-Controls to track payments to the general contractor in conjuncture with the progress of the Work, and to provide prompt notice to the TPM and DoD when payment exceeds progress. The Commission also expects the DPM-Controls to closely monitor and report on the impact of changes to the project's scope and schedule with respect to the project's budget. This includes the additional costs incurred by the Commission and PMO for the management of the project, as in the event of negligent or dilatory performance by the general contractor, such costs may be charged against that general contractor.

The PMO's project schedule must also address substantial completion of the work, performance of punch list work and activities that may be required of the Commission and PMO, but not necessarily the general contractor, prior to the turnover of the project to the User Agency. Finally, the Commission expects the PMO's project schedule to identify the Commission's and PMO's responsibilities and activities through the close-out and warranty period of the project.

5.4 Responsibility Matrix. The PMO will produce policies and procedures that meet the requirements and otherwise address the points raised in this Schedule A. Those policies and procedures will be subject to the approval of the Executive Director. Upon the approval of those policies and procedures by the Executive Director, the TPM will submit a responsibility matrix to the Executive Director. The responsibility matrix will identify critical project and program activities, and the responsibilities of key Commission and PMO personnel with respect to those activities. The TPM's submittal of the responsibility matrix to the

SCHEDULE B

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SCHEDULE C

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SCHEDULE D
COMPENSATION OF THE PROGRAM MANAGER

Program Management Services.
CHICAGO, ILLINOIS

I. Labor.

The Commission shall compensate the Program Manager for Services rendered according to the table of hourly billing rates attached as Exhibit 1 to this Schedule D. The Program Manager may invoice the Commission for actual hours worked by each individual up to eight (8) hours per day, forty (40) hours per week per individual. (All exceptions must be approved in writing by the Commission's Authorized Representative. Exceptions are subject to an absolute limitation that invoices must be for actual hours worked and can not exceed 176 hours for any individual in any month.) The hourly rates provided in Exhibit 1 will constitute full compensation to the Program Manager for Services rendered, except for those reimbursable expenses permitted by the Commission as discussed below.

II. REIMBURSABLE EXPENSES

- A. "Reimbursable Expenses" as referred to in this Agreement, are actual expenditures at cost without mark-up or surcharge, incurred by the Program Manager, and required for the Services. Reimbursable Expenses must be supported with proper documentation in the form of itemized invoices which include a notation stating the Project-related purpose of the expenditure.

The following will be considered Reimbursable Expenses:

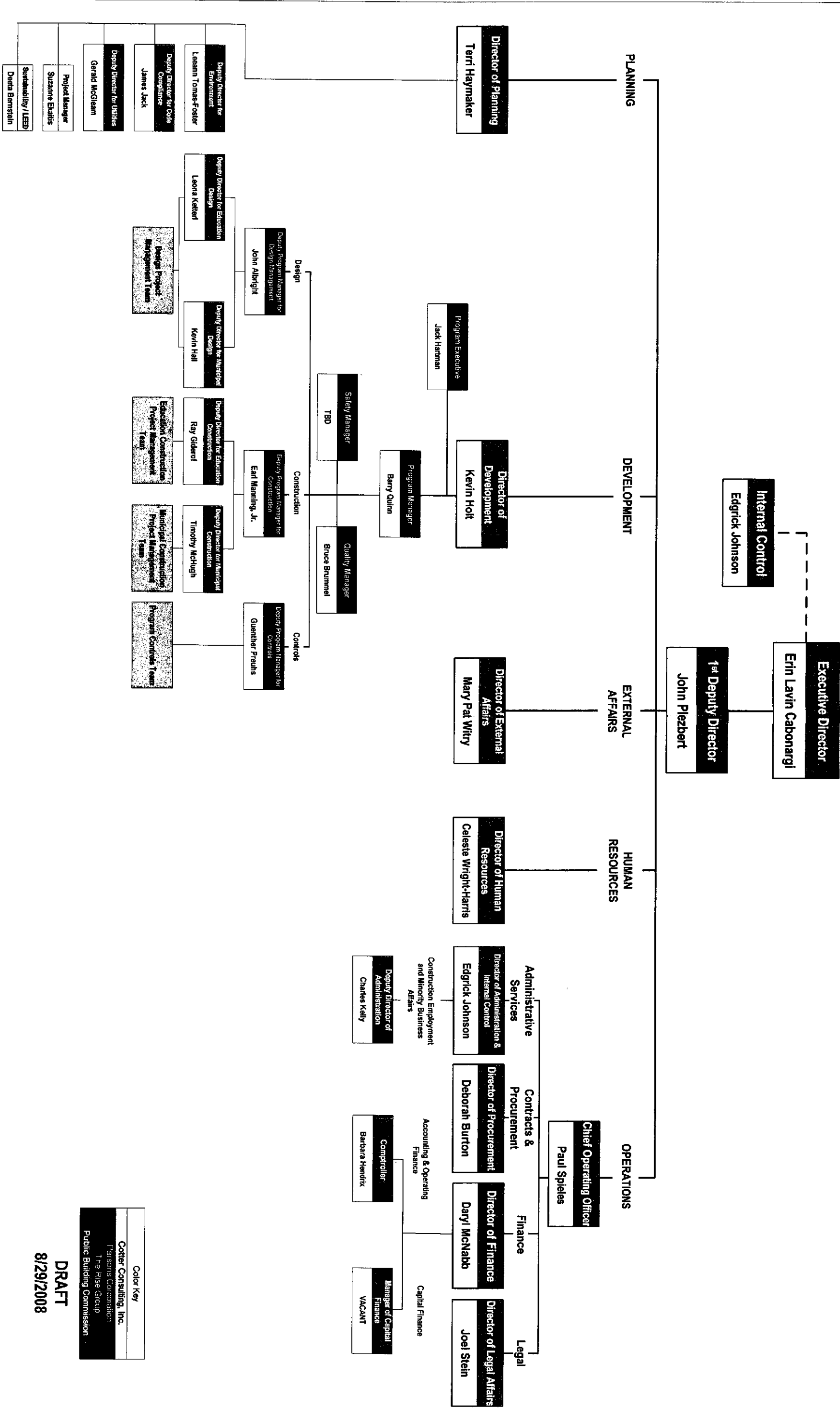
1. Plotting, printing, reproduction and distribution of drawings specifications, and presentation materials requested by the Commission, or required for scheduled reviews of the progress of the work by the Commission and/or the User Agency, public or city agency meetings and hearings, and as required for professional peer reviews of documents as directed by the Commission.
2. Upon the approval of the Executive Director, the costs of any network hardware, software, or systems purchased by the Program Manager solely for the performance of the Services.
3. The costs of any subconsultant Services that may be necessary during the term, provided that such subconsultant costs are for hourly rates approved by the Commission and reimbursable costs that comply with the terms and conditions of this Agreement.
4. The costs of supplies and equipment for project field offices, provided that funds have been allocated for such costs in the project budget proposed by the Program Manager and approved by the Executive Director.
5. Project vehicles, provided that the Executive Director has approved: i) the purchase or lease of such vehicles, and ii) the Program Manager's proposed budget for parking and maintaining the project vehicles.
6. Local travel, including taxis and parking.

- B. The following are NOT Reimbursable Expenses:

1. Plotting, printing and distribution of drawings and specifications for the purpose of coordination between members of the Program Manager's team, or otherwise incidental to the Program Manager's Services are not Reimbursable Expenses.
2. Office and administrative expenses, including personal computers, cellular phones, telephone system expenses, photocopying, duplicating costs, postage, office & drafting supplies, fax and mail/messenger/express courier/delivery services (except as noted above in A. 1. and A. 2.) and office supplies are not Reimbursable Expenses.

Public Building Commission Integrated Organization Chart

Solved by
Exhibit 1



III. METHOD OF PAYMENT

1. Invoices. Once each month, the Program Manager will submit an invoice to the Commission for Services performed during the preceding month with the exception of Project Close-out phase services that will be paid in one lump sum after the completion Date of Services.

Each invoice must be supported with such reasonable detail and data as the Commission may require, including detail and data related to Subconsultant costs. In accordance with the terms of the Agreement, the Program Manager must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress report must identify any variances from budget or schedule and explain and the reasons for such variances.

2. Payment will be processed within 30 days after Commission receives an acceptable invoice from the Program Manager.
3. Invoice Disputes. If the Commission disputes certain items in the Program Manager's invoices, the amount not disputed will be paid in full. The amount in question must be resolved in accordance with the Claim and Disputes provisions of this Agreement.

IV. Work and Cost Outlay Plans

The PMO shall, not later than September 30, 2009, submit a 2010 Work and Cost Outlay Plan for approval by Authorized Commission Representative. The 2010 Work and Cost Outlay Plan will identify all anticipated reimbursable PMO costs for core staff (labor and reimbursables) and PMO costs for project staff Services related to any projects assigned to the PMO as of that date. The PMO shall submit an update of the Work and Cost Outlay Plan at the end of each calendar quarter (December 31st, March 31st, and June 30th) and shall submit monthly a report on the commitments it has made and costs it has incurred relative the approved Work and Cost Outlay Plan.

Compensation for PMO services years beginning January 1, 2010 will be in accordance with the Work Cost Outlay Plans to be submitted not later than September 30th of each preceding year. The annual PMO Work Cost Outlay plan will be negotiated by the Authorized Commission Representative and reported to the Commission's Board for approval. No commitments or expenditures will be authorized prior to the approval of the PMO Work Cost Outlay plan by the Commission's Board and an Amendment as provided for in Section 4.10 of the Agreement.

Appropriate performance-based financial incentives (e.g. "award fee" formula) may be considered when PBC negotiates 2010 Work and Cost Outlay Plan and Budget with PMO.

V. Maximum Compensation

The maximum compensation payable to the PMO under this Agreement is \$25,300,000 unless amended as provided for in Section 4.10 of the Agreement. The maximum compensation amount includes PMO core staff and reimbursable budget of (\$6,850,000) and a project staff and reimbursable budget of (\$18,450,000) for the period of September 1, 2008 through December 31, 2009.

**EXHIBIT 1
Schedule D
Maximum Key Personnel Rates**

Position	2008 Rates	2009 Rates
Project Executive		
Program Manager	\$ 271.00	\$281.84
Deputy Program Manager Design	\$ 223.00	\$ 231.92
Deputy Program Manager Controls	\$ 210.00	\$ 218.40
Deputy Program Manager Construction	\$ 210.00	\$ 218.40
Senior Design Project Manager	\$ 172.00	\$ 178.88
Quality Manager	\$ 170.00	\$ 176.80
Safety Manager	\$ 172.00	\$ 178.88
Program Scheduler Manager	\$ 146.63	\$ 152.50
Scheduler II	\$140.00	\$ 145.60
Scheduler I	\$125.00	\$ 130.00
Budget/Cost Manager	\$ 164.00	\$ 170.56
Budget/Cost Controls	\$ 99.00	\$ 102.96
Sr. Contract Administrator	\$120.00	\$ 124.80
Contract Administrator	\$ 76.00	\$ 79.04
Estimator II	\$ 140.00	\$145.60
Estimator I	\$ 125.00	\$ 130.00
Project Manager III	\$ 155.00	\$161.20
Project Manager II	\$ 148.00	\$153.92
Project Manager I	\$ 118.00	\$ 22.72
Assistant Project Manager II	\$ 120.00	\$124.80
Assistant Project Manager I	\$ 95.00	\$ 98.80
Senior IT Manager	\$ 156.00	\$162.24
IT Manager	\$ 120.00	\$124.80
IT Support	\$ 85.00	\$ 88.40
Senior Document Controls Manager	\$140.00	\$145.60
Document Controls	\$ 84.00	\$ 87.36
Document Controls Assistant	\$ 54.00	\$ 56.16
Administrative Manager	\$ 77.00	\$ 88.08
Senior Administrative Assistant	\$ 67.00	\$ 69.68
Administrative Assistant II	\$ 58.00	\$ 60.32

Contract Number PS1398
September 9, 2008

Administrative Assistant I	\$ 49.00	\$ 50.96
Intern	\$ 49.00	\$ 50.96

SCHEDULE E INSURANCE REQUIREMENTS

Program Management Services PS 1398 The Rise Group

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

E.1. INSURANCE TO BE PROVIDED

E.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.

E.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission and the User Agency must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Program Manager must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

E.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Program Manager must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission and the User Agency must be named as additional insureds on a primary basis.

Subcontractors performing work for Program Manager must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

E.1.4. Professional Liability

When Program Manager, performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than \$5,000,000 covering negligent acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Program Manager must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein

E.1.5 Property

The Program Manager is responsible for all loss or damage to Commission and/or User agency property at full replacement or repair cost. The Program Manager is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Program Manager.

E.1.6 Valuable Papers

When any plans, designs, drawings, data, media, or other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

E.2. ADDITIONAL REQUIREMENTS

The Program Manager 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 Program Manager 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 Program Manager is not a waiver by the Commission of any requirements for the Program Manager to obtain and maintain the specified coverage. The Program Manager will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Program Manager of the obligation to provide insurance as specified in this Agreement. Nonfulfillment 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 Program Manager and/or its subcontractors at any time upon written request.

The insurance must provide for 60 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

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

The Program Manager hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission and User Agency, their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Commission and the User Agency do not contribute with insurance provided by the Program Manager 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 Program Manager 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 Program Manager must require all its subcontractors to provide the insurance required in this Agreement, or Program Manager may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Program Manager unless otherwise specified in this Agreement.

If Program Manager 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.

SCHEDULE F
KEY PERSONNEL

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SCHEDULE G
OTHER CONDITIONS

NONE

EXHIBIT A
DISCLOSURE OF RETAINED PARTIES

Attachment C
DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor 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 Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person (a) who 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.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: RFQ for Program Management Services
Description or goods or services to be provided under Contract: PS1272
2. Name of Contractor: The Rise Group, LLC.
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

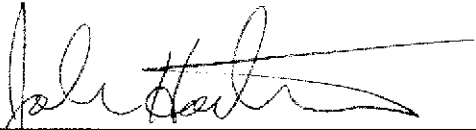
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
N/A			

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: X

4. The Contractor understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Contractor's participation in the contract or other transactions with the Commission.
- b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.



Signature

Date: 4-15-08

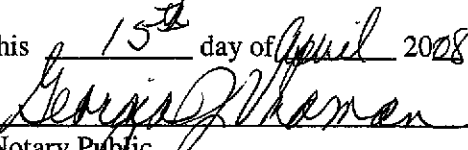
Jack Hartman

Name (Type or Print)

President, The Rise Group, LLC

Title

Subscribed and sworn to before me

this 15th day of April 2008


Notary Public

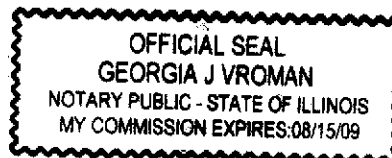


EXHIBIT B
DISCLOSURE AFFIDAVIT

Attachment B
DISCLOSURE AFFIDAVIT

Name: Rise International, LLC

Address: 120 S. LaSalle St., Suite 1350, Chicago, IL 60603

Telephone No.: 312.917.1000

Federal Employer I.D. #: 36-4133874 Social Security #: N/A

Nature of Transaction:

- ☐ Sale or purchase of land
- ☐ Construction Contract
- ☒ Professional Services Agreement
- ☐ Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Jack Hartman, as President, Rise Group, LLC.
(Name) (Title)
and on behalf of Rise International, LLC.
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Proposer/Contractor is a: ☐ Corporation ☒ LLC
☐ Partnership ☐ LLP
☐ Joint Venture ☐ Not-for-Profit Corporation
☐ Sole Proprietorship ☐ Other

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization Delaware

b. Authorized to do business in the State of Illinois: Yes ☒ No ☐

c. Names of all officers of corporation or LLC
(or attach list):

Names of all directors of corporation or LLC
(or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Leif Selkregg</u>	<u>CEO</u>	<u>David Crowell</u>	<u>COO</u>
<u>Richard Halpern</u>	<u>Chairman</u>	<u>Franklin Cole</u>	<u>Advisory Board Member</u>
<u>Jack Hartman</u>	<u>President</u>	<u>Roe Sturgulewski</u>	<u>COO, Rise Alaska</u>

d. Indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>Leif Selkregg</u>	<u>120 S. LaSalle Street</u>	<u>55.70 %</u>
<u>Richard Halpern</u>	<u>Suite 1350</u>	<u>30 %</u>
<u></u>	<u>Chicago, IL 60603</u>	<u>%</u>

e. For LLC's, state whether member-managed or identify managing member:

Leif Selkregg

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes ☐ No ☒

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

SECTION 2. PARTNERSHIPS

- a. If the bidder/proposer or Contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP)

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes ☐ No ☐
If NO, complete items b. and c. of this Section 3.
- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation _____

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

- c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.³
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an

admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements [(Section II (C))], the Contractor shall explain below. Attach additional pages if necessary.

N/A

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.
N/A

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

N/A

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction^s, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3)

been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

N/A

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

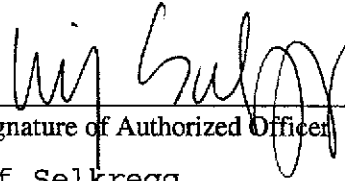
IV. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

V. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Leif Selkregg

Name of Authorized Officer (Print or Type)

Chief Executive Officer

Title

312.917.0211

Telephone Number

State of

Illinois

County of

Cook

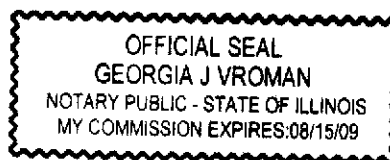
Signed and sworn to before me on this 15th day of April, 2008 by

Leif Selkregg (Name) as CEO (Title) of

Rise International LLC (Bidder/Proposer or Contractor)



Notary Public Signature and Seal



Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment

Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See specific instructions on page 2.

Name (as shown on your income tax return)

The Rise Group, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ P.....

☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

120 S. LaSalle Street, Suite 1350

City, state, and ZIP code

Chicago, IL 60603

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

36 : 4134051

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Isa M. Zeemans

Date ▶

1/7/07

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,