



Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

PROJECT DEVELOPMENT SERVICES

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

THE RODERICK GROUP INC d/b/a/
ARDMORE RODERICK RODRIGUEZ AND ASSOCIATES JOINT VENTURE

FOR

PROJECT DEVELOPMENT SERVICES
PS3005A

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

FIRM NAME:	Ardmore Roderick Rodriguez & Associates, Joint Venture
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Mayor Lori Lightfoot
Chairman
Carina Sánchez
Executive Director

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Project Development Services – PS3005A

THIS AGREEMENT ("Agreement") effective as of December 11, 2018, 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" or "PBC"), and The Roderick Group d/b/a Ardmore Roderick Rodriguez and Associates Joint Venture ("Consultant") with offices at 1500 West Carroll, Suite 300, Chicago, IL 60607 for Project Development Services ("Services") as stated herein.

RECITALS

WHEREAS, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois and on behalf of various governmental agencies including, but not limited to, the City of Chicago, the Chicago Public Library, the Chicago Park District, the City Colleges of Chicago, and the Chicago Board of Education, and intends to undertake from time to time the acquisition, demolition, renovation, development, planning, construction, and/or improvement of buildings, facilities and other improvements;

WHEREAS, the Commission requires certain professional services described in the Agreement and desires to retain the Consultant on the terms and conditions set forth in the Agreement to perform such Services; and

WHEREAS, the Consultant desires to be so retained by the Commission and has represented to the Commission that the Consultant has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement; and

WHEREAS, the Commission has relied upon the Consultant's representations in selecting the Consultant; and

WHEREAS, in reliance upon the Consultant's representations, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties have executed this Agreement on the terms and conditions that follow:

EXECUTION PAGE
Project Development Services – PS3005A

This Agreement is executed by the Commission and the Consultant stated below and made effective by such execution pursuant to its terms.

PUBLIC BUILDING COMMISSION OF CHICAGO

By: *Lon E. Lightfoot* Date _____
Lon E. Lightfoot
Chairman

By: *Carina E. Sanchez* Date _____
Carina E. Sanchez
Secretary

**The Roderick Group d/b/a Ardmore Roderick
Rodriguez and Associates Joint Venture**

By: *Rashad R. Johnson*
Print Name: RASHAD R. JOHNSON
Title: PRESIDENT & CEO

By: *Robert Y. Ochi*
Print Name: ROBERT Y. OCHI
Title: SENIOR EXECUTIVE VICE PRESIDENT

County of COOK
State of Illinois

AFFIX CORPORATE
SEAL, IF ANY, HERE

Subscribed and sworn before me by DAWN SANTANA
as OFFICE MANAGER of RODRIGUEZ AND ASSOCIATES, INC. this 1ST day of APRIL 2020

Dawn Santana
Notary Public

My Commission Expires 3/13/2021



Approved as to Form and Legality:

By: *Amber L. Fred* Date _____
Neal & Leroy, LLC

TERMS AND CONDITIONS

Article I. INCORPORATION OF RECITALS

Section 1.01 The matters recited above, the "Recitals" 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 between the Commission and the Consultant, including all attached exhibits, schedules and documents and all such exhibits, schedules and documents incorporated by reference, all component parts and all amendments, modifications and revisions made in accordance with its terms.
- (b) *Consultant.* The company or other entity identified in this Agreement, including but not limited to Key Personnel, and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement.
- (c) *Authorized Commission Representative(s).* One or more persons designated in writing by the Executive Director for the purposes of assisting the Commission in managing the Project. As specifically directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
- (d) *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.
- (e) *Completion Date.* The date or dates, as determined by the Commission's Executive Director or Chief Development Officer, on which the Consultant's Key Personnel has completed all of its obligations under this Agreement or on which the Consultant's Key Personnel's Services are no longer needed for the Project.
- (f) *Contractor.* The firm, corporation, partnership, joint venture or other entity that enters into a contract with the Commission to perform work, including but not limited to planning, design and construction as required in order to complete the Project.
- (g) *Day.* Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for national holidays.
- (h) *Deliverables.* The Project Development Services and related responsibilities requested by the Commission, including those outlined in this Agreement, included in the Request for Proposal, and any other services and or responsibilities requested by the Commission under this Agreement, including but not limited to documents such as payment logs, change order logs, field reports, meeting minutes, punch list logs and close out documentation, as necessary to effectively perform the Services as defined herein.
- (i) *Executive Director.* The person employed by the Commission as its Executive Director or designee.
- (j) *Key Personnel.* Key Personnel means those job titles and persons as identified in Consultant's proposal and any others so identified and accepted by the Commission to perform project management services for the Commission's Projects.
- (k) *"OCDM" (or 'the System').* OCDM or the System refers to the PBC's designated On-line Collaboration and Document Management system. It shall be used by the Consultant to track the Work, manage

Project(s), and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative

- (l) *Request for Staffing.* A request issued by the Commission to Consultant requesting submittal of resumes of qualified Key Personnel to provide Services as needed for the Project.
- (m) *Personnel Approval Request or "PAR".* A written approval of staffing of Key Personnel issued by the Commission establishing the start date, anticipated Completion Date and rates for each Key Personnel.
- (n) *Project.* Includes but is not limited to the acquisition, demolition, renovation, development, planning, design, construction, and/or improvement of buildings, facilities and other improvements undertaken by the Commission at the request of the User Agency.
- (o) *Services.* Collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide Key Personnel to the Commission, including but not limited to, project management, cost management, contract administration, document control, closeout and all other responsibilities identified by the Commission for the ongoing development of the Commission's Projects.
- (p) *Subconsultant.* Any person or entity hired or engaged by the Consultant to provide any part of the Services required under the terms of this Agreement.
- (q) *User Agency.* The municipal corporation, governmental agency or agencies that requested the Commission to undertake the acquisition, demolition, renovation, development, planning, design, construction, and/or improvement of a Project(s).

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 Consultant acknowledges that Consultant is familiar with the contents of each of such documents and will comply fully with all applicable portions of them in performing the Services.

Section 3.01 Policies Concerning MBE and WBE. The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE") is included as Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services, as the same may be revised from time to time.

Section 3.02 Exhibits and Schedules. All Exhibits and Schedules attached hereto at the time of execution are a part of and fully incorporated into this Agreement.

Section 3.03 PBC Errors & Omissions (E & O) Committee Manual. The PBC E & O Manual will be amended from time to time. Any updates or revisions will be provided to the Consultant for project management as part of its change management responsibilities. The Consultant is responsible for providing its Key Personnel with any updates to the PBC E & O Manual.

Article IV. ENGAGEMENT AND STANDARDS FOR PERFORMING SERVICES

Section 4.01 Engagement. The Commission engages the Consultant, and the Consultant accepts the engagement, to provide the Services described in this Agreement, and those Services as they may be amended by an Amendment to the Agreement as provided below in Section 4.12.

Section 4.02 Performance Standard.

- (a) The Consultant represents that the Services performed under the Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement. The Consultant will assign at all times during the term of the Agreement the number of experienced, appropriately trained Key Personnel necessary for the Consultant to adequately and timely perform the Services and provide the Deliverables in the manner required by the Agreement. Failure by the Consultant or Consultant's Key Personnel to adequately perform its obligations under this Agreement, as solely determined by the Commission, will be deemed an Event of Default subject to Article X of this Agreement and subject Consultant to all obligations of indemnification as provided for in Article VIII of this Agreement.
- (b) The Consultant 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 Consultant must maintain current copies of any such licenses and, upon request, provide such copies to the Commission. The Consultant will remain responsible for the professional and technical accuracy of all Services furnished, whether by the Consultant or Subconsultants on its behalf. All Deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

Section 4.03 Key Personnel.

- (a) The Consultant must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time in writing notify Consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed on Exhibit F to the Agreement. Upon the Consultant's receipt of such notice, Consultant must immediately suspend the identified Key Personnel from performing Services under this Agreement and, if required, must immediately replace him or her with a person possessing comparable professional credentials and experience. Such replacements are subject to a PAR issued by the Commission. In the event Consultant is unable to find an adequate replacement, Consultant must immediately notify the Commission. The Commission reserves the exclusive right to accept or reject any suggested replacement Key Personnel. In the event Consultant is unable to replace the Key Personnel with an acceptable replacement, the Commission reserves its right to engage any replacement Key Personnel from a different project development service provider. In that event, the Commission's election to engage replacement Key Personnel from a different project development service provider shall not be considered a breach of the Agreement and the Consultant shall not be entitled to any further fees or damages, including but not limited to expectation damages, from the Commission.
- (b) Consultant shall conduct criminal and background checks on Key Personnel prior to Consultant submitting a PAR to the Commission. The results of any/all criminal background checks must be submitted with each PAR or as otherwise required by the Commission. In the event a criminal or background check produces a record concerning Key Personnel, the Commission shall have the right to reject the applicable Key Personnel or immediately suspend the Services of the assigned Key Personnel and Consultant shall be responsible for replacing the Key Personnel in accordance with Section 4.03(a) herein. In conducting the criminal and background checks, Consultant shall:
 - (i) Verify the identity of all Key Personnel by viewing a copy of a current government issued picture identification card or license;
 - (ii) Conduct child abuse registry checks in the state of Illinois and all states of residency for the time

period of January 2014 through the date Key Personnel is submitted for consideration by the Commission;

- (iii) Conduct criminal history checks with the state of Illinois and all states of residency for the time period of January 2014 through the date Key Personnel is submitted for consideration by the Commission;
- (iv) Review the results of the background checks and take appropriate action, including but not limited to disclosing any information obtained from the background checks conducted on Key Personnel already engaged by the Commission pursuant to this Agreement; and

Section 4.04 Adequate Staffing.

- (a) The Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain for the duration of the Agreement adequate Key Personnel that are fully equipped, licensed as appropriate, available as needed and qualified to perform the Services. The Consultant must disclose the Key Personnel and their positions in Exhibit F to this Agreement. The Consultant must update Exhibit F as needed for the duration of this Agreement. The Consultant shall provide Key Personnel (as approved by the Commission) calculated on a forty (40) hour work week.
- (b) The level of staffing may be revised from time to time by notice in writing from Consultant to the Commission and with prior written consent of the Commission. In the event that the Consultant fails to adequately staff a Project or timely perform its obligations under this Agreement, and the Contractor and/or Subcontractor files a claim for delay damages as a result of such failures, the Consultant shall be liable to the Commission and the User Agency for any delay damages due the Contractor and/or Subcontractor for delays caused by the Consultant's failure to adequately staff the Project with Key Personnel or Key Personnel's failure to adequately perform the Services.

Section 4.05 Nondiscrimination. In performing under this Agreement, the Consultant shall 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 Consultant 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 Consultant 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 Consultant's Key Personnel performing work under this Agreement, shall 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 Consultant 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 Consultant 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 Consultant, out of payments due to the Consultant, an amount sufficient to pay any underpaid Key Personnel the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such Key Personnel for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Consultant to the respective Key Personnel to whom they are due, as determined by the Commission in the Commission's sole discretion.

Section 4.07 MBE and WBE Certification. Upon execution of this Agreement, Consultant shall provide a current certification issued by the City of Chicago or County of Cook designating the Consultant as a certified Minority Business Owned Enterprise ("MBE") or Women Owned Business Enterprise ("WBE"). Said certification shall be maintained for the duration of this Agreement and to the extent necessary renewed certifications shall be provided to the Commission.

Section 4.08 Records. The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by the Consultant, Key Personnel and any Subconsultant engaged in connection with the Project, and the Services. Such records shall 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 Consultant's offices upon reasonable notice during normal business hours. The Consultant must retain all such records for a period of not less than five (5) calendar years after the termination or expiration of the Agreement. However, if there is a disagreement over fees or a dispute between the Commission and the Consultant, or if a claim or dispute pertaining to the Project is filed by the Contractor, then Consultant must retain all such records for five (5) calendar years from the date of the claim or dispute, or until a final resolution of the matter, whichever occurs later.

Section 4.09 Compliance with Laws and PBC Ethics Policy. In performing its Services under this Agreement, the Consultant must comply with all applicable federal, state and local laws, rules, and regulations. The Consultant and its Subconsultants, including but not limited to its Key Personnel, its respective officers, directors, agents, partners and employees of such entities, shall cooperate with the Inspector General of the Public Building Commission and the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010.

The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_20130405.pdf and is incorporated into this Agreement by reference.

Section 4.10 Defects in Project. The Consultant and/or its Key Personnel must immediately notify the Commission if the Consultant and/or its Key Personnel obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services or a significant problem in connection with the Project, including but not limited to construction defects, cost overruns, scheduling delays or construction delays.

Section 4.11 Amendments to this Agreement. The Commission may from time to time request changes to the terms and provisions of the Agreement. Such changes, including any increase or decrease in the amount of compensation and any revisions to the description, scope, detail, or duration of the Services, which are mutually agreed upon by and between the Commission and Consultant, will be incorporated in a written amendment to the Agreement. The Commission will not be liable for any additional payment to the Consultant until a written amendment is executed by the Consultant and the Commission.

Section 4.12 Debarred Entities or Individuals. Consultant understands and agrees it shall 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.

Section 4.13 On-Line Collaboration System. The Consultant shall use the Commission's System, i.e.

electronic document management system, in performing the Services. The Consultant shall follow the Commission's procedures and submit progress reports and other Deliverables through the System (or any other system in use by the Commission). Prior to providing Services, all Key Personnel must attend courses and receive training on the System (or any other system in use by the Commission) provided by or on behalf of the Commission. Any Key Personnel time and/or costs incurred by Consultant as a result of the attendance of Consultant's Key Personnel at System (or any other system in use by the Commission) training courses are not compensable by the Commission.

Section 4.14 Subconsultant Terms and Conditions. Consultant shall include a provision in any and all agreements that Consultant may enter into with any Subconsultant for the performance of the Services that states that the Subconsultant shall comply with all terms and conditions of this Agreement in its performance of its portion of the Services. In addition, each agreement Consultant enters into with any Subconsultant for the performance of Services shall provide that the Commission is a third-party beneficiary of the agreement and the Commission may enforce any of this Agreement's terms including, but not limited to, those pertaining to standard of performance, indemnity and insurance. Consultant shall ensure that Subconsultant complies with all insurance requirements as set forth in Article VIII herein. Nothing in this Agreement, nor any amendment 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 Consultant or Consultant's Subconsultants. Consultant's engagement of a Subconsultant shall require prior written approval of the Commission.

Article V. TERM, SUSPENSION AND TERMINATION

Section 5.01 Term. The initial term of this agreement shall be three (3) years ("Initial Term") with an option for two (2) additional two (2) year extensions ("Additional Term") which may be exercised at the sole discretion of the Commission. The same terms and conditions applicable to the Initial Term shall be applicable to any Additional Terms. The Commission shall give the Consultant no less than thirty (30) days-notice of the Commission's intent to exercise its option to extend the Agreement for any Additional Term.

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 thirty (30) days written notice given to the Consultant (the "Termination Notice"). Termination shall be deemed after the date of the Termination Notice (the "Termination Date"). So long as the Consultant is not in default under this Agreement at the time of the Termination Notice, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the Termination Date. The Commission may exercise any right of set off regarding Consultant's failure to properly perform Services, including but not limited to pending Contractors' or Subcontractors' delay claims, from payments that are due to Consultant.

Section 5.03 Suspension by the Commission. The Commission has the right, at any time and from time to time, with or without cause, to suspend the performance of the Consultant hereunder with respect to all or any part of the Services, by written notice (the "Suspension Notice") given to the Consultant at least five (5) days before the effective date of suspension (the "Suspension Date"). Upon receipt of the Suspension Notice the Consultant must wind down its Services and demobilize from any Project site. So long as the Consultant is not in default under this Agreement at the time of the Suspension Notice, the Commission will pay the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the Suspension Date.

- (a) During the period the Consultant's performance is suspended, the Consultant is not entitled to incur fees or bill the Commission, except for Consultant's time for participating in substantive meetings concerning the Project (but not for meetings to discuss Consultant's invoices or claims). The Consultant may bill such time spent during a suspension only if the Consultant'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 B. Participation in meetings at the request of the Commission shall not be considered to be resumption of the Consultant's Services or a withdrawal or waiver of the Suspension Notice.

- (b) If the Consultant is required to resume its Services under this Agreement, the Commission shall issue a written notice ("Revocation of Suspension") granting Consultant a reasonable period not to exceed ten (10) days to remobilize itself. The Consultant may bill for reasonable time spent on remobilization so long as the Commission's Suspension Notice was not issued for cause attributable to the Consultant. The Commission will pay for such remobilization as is reasonable and billed at the hourly rate for one Senior Project Manager or less at the hourly billing rate set forth in Schedule B. The Consultant will re-commence its Services as of the date of the Revocation of Suspension 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 Consultant from liability to indemnify the PBC or User Agency as provided in this Agreement or from Consultant's performance of any obligation under this Agreement that was performed or was to have been performed by the Consultant on or before the Termination Date or Suspension Date. In no event will the Commission be liable to the Consultant for any loss, costs or damages, including lost profits, which the Consultant or its Subconsultants or any other party may sustain by reason of the termination or suspension of this Agreement.

Section 5.05 Force Majeure. The term "*force majeure*" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders Consultant's 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; of people, such as acts of terrorism; or of governments, such as imposition of martial law. Neither of the parties will be liable to the other party for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a *force majeure* occurs, the party delayed or unable to perform shall give immediate 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 Consultant under the Agreement for the duration of the *force majeure*. The Commission will not be obligated to pay Consultant 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 Consultant is not in default under the Agreement, the Commission will pay to the Consultant, according to the terms of the Agreement, all compensation and reimbursements due to the Consultant for periods up to the Suspension Date.

Article VI. COMPENSATION OF CONSULTANT

Section 6.01 Compensation. The Commission will compensate the Consultant for the Services in the hourly rate and manner set forth in Schedule B.

Section 6.02 Maximum Compensation. Consultant's maximum compensation under this Agreement shall be Eight Million Five Hundred Thousand Dollars (\$8,500,000).

Article VII. RIGHTS AND OBLIGATIONS OF COMMISSION

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

Section 7.02 Information. The Commission will provide Consultant with all information reasonably required concerning the Commission's requirements for the Project and the Services.

Section 7.03 Audits. The Commission has the right to audit the books of the Consultant and its Subconsultants on all subjects relating to the Project and/or the Services provided pursuant to the Agreement.

Section 7.04 Legal, Auditing and other Services. The Commission will arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Project. Such payments will not include legal or auditing expenses arising out of or relating to failure to perform by Key Personnel of the Consultant or its Subconsultants.

Section 7.05 Ownership of Documents. All documents, data, studies and reports prepared by the Consultant or its Subconsultants pertaining to the Project and/or the Services will be the property of the Commission.

The parties intend that, to the extent permitted by law, all Project drawings, specifications and other design documents related to the Project will conclusively be deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101 et seq., and that the Commission, the User Agency and their successors and assigns, will be the copyright owner of all aspects, elements and components of them in which copyrights can subsist.

Article VIII. INDEMNIFICATION

Section 8.01 Professional Indemnity. The Consultant must indemnify, defend and hold the Commission and the User Agency and their respective commissioners, board members, officers, officials and employees ("Indemnified Parties") free and harmless from and against all claims, including but not limited to Contractors' or Subcontractors' delay damages claims, demands, suits, losses, costs and expenses, including reasonable attorneys' fees and expenses court costs and experts' fees, that are claimed to be the result of: (i) Consultant's, Consultant's, Subconsultant's or Consultant's Key Personnel's failure to perform under this Agreement, Consultant's, Subconsultant's or Consultant's Key Personnel's failure to perform shall be solely determined by the Commission as provided for in Section 4.02 herein; (ii) Consultant's, Consultant's Subconsultant's or Consultant's Key Personnel's negligent acts; (iii) Consultant's, Consultant's Subconsultant's or Consultant's Key Personnel's misconduct in the performance under this Agreement.

Section 8.02 General Indemnity. For all other claims, including but not limited to claims for personal injury or workers' compensation claims made by Consultant's Key Personnel or Consultant's Subconsultants, Consultant must protect, indemnify, defend and hold the the Indemnified Parties free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the attorneys' fees and expenses, court costs and experts' fees, that may arise out of or be based on any injury to persons or property that are claimed to be the result of the Consultant's, Consultant's Subconsultant or Consultant's Key Personnel's performance under or in connection with this Agreement.

The indemnification obligations provided in this Article VIII will be effective to the maximum extent permitted by law. This indemnity extends to reasonable legal costs, including, without limitation: attorneys' fees, costs, liens, judgments, settlements, penalties, experts' fees, professional service fees or other expenses incurred by the Indemnified Parties, including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration, Date of Suspension or Date of Termination of this Agreement. For claims subject to the General Indemnity, the Consultant shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subconsultant, agents or servants of the Consultant or its Subconsultants, Contractors or Subcontractors, even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. An Indemnified Party will have the right, at its sole option, to choose legal counsel (the costs of which to be reimbursed by Consultant) and to participate in the defense of any such suit, without relieving the Consultant of its obligations hereunder.

Section 8.03 Waiver. To the extent permissible by law, the Consultant waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Consultant's obligations. Notwithstanding the forgoing, nothing in this Article VIII obligates the Consultant to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

Article IX. INSURANCE MAINTAINED BY THE CONSULTANT AND SUBCONSULTANT

- (a) The Consultant shall purchase and maintain at all times during the Term of this Agreement and any extensions thereto, for the benefit of the Commission, the User Agency Consultant, and Consultant's Key Personnel insurance coverage which will insure the Commission, the User Agency and the Consultant against claims and liabilities which could arise out of the performance or failure to perform Services, including the insurance coverages set forth in Exhibit G to this Agreement.
- (b) Consultant shall ensure that any Subconsultant engaged by Consultant to perform Services shall purchase and maintain at all times during the term of Subconsultant's engagement, for the benefit of the Commission, the User Agency and Subconsultant, insurance coverage which will insure the Commission, the User Agency and the Subconsultant against claims and liabilities which could arise out of Subconsultant's performance or Subconsultant's failure to perform Services, including the insurance coverages set forth in Exhibit G to this Agreement. In the event Subconsultant elects not to procure and maintain insurance as provided for herein, Contractor shall name Subconsultant as an additional insured on Consultant's insurance policy and proof of insurance shall be provided to the Commission prior to Subconsultant's performance of any Services. In the event Subconsultant fails to procure and maintain the requisite insurance and Consultant fails to identify Subconsultant as an additional insured on Consultant's insurance policy, Consultant agrees and understands that Consultant shall be solely responsible for full and complete indemnification of the Indemnified Parties for any and all claims associated with Subconsultant's performance or Subconsultant's failure to perform.

Article X. DEFAULT

Section 10.01 Events of Default. Each of the following occurrences constitutes an Default by the Consultant under the Agreement for which Consultant shall have ten (10) days to cure following issuance of written notice of default by the Commission ("Notice of Default"):

- (a) Failure or refusal on the part of the Consultant, Subconsultant or Key Personnel to duly observe or perform any obligation or agreement on the part of the Consultant contained in the Agreement or Request for Proposal, in a timely manner and with such professional skill and diligence as necessary to ensure the orderly progress of the Project, which failure or refusal continues for a period of ten (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 ten (10)-day period) after the date on which written notice of it has been given to the Consultant by the Commission;
- (b) Any negligent or intentional misrepresentation made by the Consultant relative to: (i) Services performed; (ii) Key Personnel's ability to perform the Services; (iii) Consultant's capability to adequately staff the Projects; or (iv) Consultant's, Subconsultants' or Key Personnel's failure to timely provide the Deliverables as required by this Agreement;
- (c) The Consultant 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 bankrupt or 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 all or any substantial part of its assets or properties, or if it or its principals take any action in furtherance of any of the foregoing;
- (d) Any proceeding is commenced against the Consultant 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 sixty (60) days following commencement of the proceeding, or appointment of, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's

assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days of the appointment.

- (e) The Consultant's material failure or refusal to perform or re-perform any of its obligations or Services in a timely manner and with a degree of skill consistent with the Performance Standard as set forth in Section 4.02 of this Agreement, including but not limited to any of the following:
- (i) Failure of Consultant, Subconsultant or Key Personnel, due to a reason or circumstance within the Consultant's reasonable control, to timely perform or re-perform the Services with sufficient and adequate skilled personnel and equipment or with sufficient material to ensure the performance of the Services according to this Agreement;
 - (ii) Failure to properly perform or re-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 in accordance with this Agreement;
 - (iv) Discontinuance of the Services for reasons within the Consultant's reasonable control;
 - (v) Failure to comply with a material term of the Agreement, including the provisions concerning insurance and nondiscrimination; or
 - (vi) Any change in ownership or control of the Consultant without prior written approval of the Executive Director, which approval the Executive Director will not unreasonably withhold.
- (h) The Consultant's default under any other agreement it presently may have or may enter into with the Commission, the User Agency or any other governmental agency. Consultant acknowledges that in the event of a default under any such agreement, the Commission may also declare a Default under this Agreement.

Section 10.02 Commission's Right in Event of Default. If an Event of Default occurs and Consultant fails to cure said Event of Default, then the Commission may exercise any right, power or remedy permitted to it by law or in equity it has, in particular, without limiting the generality of the foregoing, the right to terminate the Agreement upon written notice to the Consultant, in which event the Commission has no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination, subject to set off of any claims of the Commission against the Consultant for failure to properly perform Services, including but not limited to contractors' pending delay claims resulting from Consultant's failure to properly and/or timely perform Services. 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. The Commission's decision to Terminate the Agreement is not subject to claim or dispute under Article XI. The Commission may withhold payments, in whole or in part, for a material breach of the Agreement, including but not limited to, the Consultant's failure to perform or re-perform Services in a timely manner or failure to adhere to the terms of this Agreement.

Section 10.03 Remedies Not Exclusive. No right or remedy in this Agreement conferred upon or reserved to the Commission 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 this 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 by the Consultant ("Claim") 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 entitlement for additional compensation for Services performed or Deliverables provided by the Consultant, its Key Personnel or Subconsultants, and all claims for alleged breach of contract must first be presented by the Consultant to the Authorized Commission Representative for resolution. In the event the Consultant and the Authorized Commission Representative cannot resolve the Consultant's Claim, the

Consultant must file a written dispute ("Dispute") to the Executive Director for final determination, subject to Section 11.04 below.

Section 11.02 Continuing Services. Unless requested by the Commission to suspend Services, Consultant agrees that the Services will not be stopped or slowed in any way during the pendency of a Claim or Dispute. Consultant, Consultant's Key Personnel and Consultant's Subconsultants shall continue to perform the Services pending final resolution of a Claim or Dispute.

Section 11.03 Claim Procedure. The Consultant must make all requests for determination of Claims in writing, specifically referencing this Section, and include: 1) the issue(s) presented for resolution; 2) a statement of the position of the Consultant; 3) the facts underlying the Claim; 4) reference to the applicable provisions of the Agreement by page and section; 5) identification of any other parties believed to be necessary to the resolution of the Claim; and 6) all documentation which describes and relates to the Claim. The Authorized Commission Representative will have thirty (30) business days to respond in writing to the Claim by supplementing the submission or providing its own submission. The Authorized Commission Representative will attempt to negotiate a resolution of the Claim by agreement, but if a negotiated resolution is not achieved, the Authorized Commission Representative must provide a written ruling within sixty (60) days of receipt of the Claim instructing the Consultant that any dispute ("Dispute") must be filed with the Executive Director within thirty (30) days from the date of the ruling. If the Consultant fails to file a Dispute within thirty (30) days following the ruling by the Authorized Commission Representative, the Consultant will be deemed to have accepted the ruling and waived its right to challenge it.

Section 11.04 Dispute Procedure. In the event that the Authorized Commission Representative and Consultant cannot resolve the Claim, the Consultant may file a written Dispute with the Executive Director for final determination. The Dispute submission must contain the information required in Section 11.03 above and a copy must be simultaneously provided to the Authorized Commission Representative. The Authorized Commission Representative shall file a response within thirty (30) days and simultaneously provide a copy of its response to Consultant. The Authorized Commission Representative may request an additional thirty (30) day extension be granted by the Executive Director. Consultant may file a reply with the Executive Director thirty (30) days after the Authorized Commission Representative filed its response. Consultant shall simultaneously provide a copy of its reply to the Authorized Commission Representative. Consultant may request an additional fifteen (15) day extension to file its reply be granted by the Executive Director.

Section 11.05 Executive Director's Final Determination. The Executive Director's final determination ("Final Determination") shall be rendered in writing no more than forty-five (45) business days after the reply by Consultant was filed or was due, unless the Executive Director notifies the Consultant and the Authorized Commission Representative that additional time for the Final Determination is necessary. In the event the Consultant disagrees with the Executive Director's Final Determination, the Consultant may file a common law *writ of certiorari* in the Circuit Court of Cook County which shall be the sole and exclusive remedy of the Consultant. However, the Consultant must have followed the procedures in this section as a condition precedent to filing a common law *writ of certiorari*. The Consultant shall not withhold performance of any Services required by the Commission under this Agreement during the pendency of a Dispute.

Section 11.06 Consultant Self-Help Prohibited. The Consultant must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, refusing to timely to make recommendations on general contractor claims, or refusing to promptly issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as Subconsultants, the Contractor, Subcontractors, or the Project Schedule. Doing so to gain potential leverage in negotiating or settling the Consultant's Claim and/or Dispute against the Commission or User Agency will constitute bad faith on the Consultant's part and shall be deemed a failure to perform and an Event of Default under this Agreement.

Article XII. CONFIDENTIALITY

All of the Deliverables, including but not limited to reports, information, or data prepared or assembled by the Consultant under the Agreement are confidential, and except as may be necessary to perform the Services, the Consultant must

not make any Deliverables, including but not limited to reports, information or data available to any party without the prior written approval of the Commission. In addition, the Consultant 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 Consultant is served with a subpoena requiring the production of documents or information which is deemed confidential, the Consultant shall immediately 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 Consultant acknowledges that the Commission is induced to enter into this Agreement by the professional qualifications of the principals, staff and employees of the Consultant and, therefore, that neither the Agreement nor any right or obligation in the Agreement may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. For purposes of this paragraph, if the Consultant 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 fifty percent (50%) of the equity ownership of the Consultant during any 12-month period. an assignment by the Consultant without the prior written approval of the Commission shall be deemed an Event of Default and the Commission shall have the right to immediately terminate the Agreement without fault or responsibility.

Article XIV. RELATIONSHIP OF PARTIES

Under the Agreement, the relationship of the Consultant to the Commission is that of an independent contractor, and the Consultant 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 Consultant's Authority. The Consultant 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 signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant 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 along with any attachments, schedules, exhibits, and amendments, 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 must 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 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 Consultant at their respective addresses set forth herein, as appropriate. If given as provided in this Agreement, such notice is deemed to have been given if delivered by hand on the date of delivery, and if given by mail on the second business day after mailing. The Commission or the Consultant

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.

If to the Commission:

Carina E. Sánchez, Executive Director
Richard J. Daley Center
50 West Washington, Suite 200
Chicago, IL 60602
Carina.Sanchez@cityofchicago.org

With a copy to:

Langdon D. Neal
Neal & Leroy, LLC
20 S. Clark Street, Suite 2050
Chicago, Illinois 60603
lneal@nealandleroy.com

If to Consultant:

Rashod Johnson
Ardmore Roderick Rodriguez & Associates, JV
1500 West Carroll, Suite 300
Chicago, Illinois 60607
rashod@ardmoreroderick.com

With a copy to:

Section 15.07 Non-liability of Public Officials. No Board member, employee, agent, officer, or official of the Commission or the User Agency is personally liable to Consultant, its Key Personnel or its Subconsultants, and Consultant, its Key Personnel and its Subconsultants are not entitled to, and must not attempt to charge any of them with liability or expense or hold them personally liable to Consultant, its Key Personnel or its Subconsultants under this Agreement.

Section 15.08 Severability. If any provision of this 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 this 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 this Agreement, this Agreement is binding upon and inures to the benefit of each of the parties 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 this Agreement. The Commission will not authorize the Consultant to provide Services under this Agreement unless sufficient funds are appropriated to pay for the Services.

Section 15.11 Firearms. The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public. Therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted, is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.

Article XVI. EXISTING CONTRACT DOCUMENTS

The Contract Documents in existence at the time of execution of this Agreement are as follows:

As defined in herein, the following Schedules and Exhibits are a part of and fully incorporated into this Agreement:

- Schedule A – Scope of Services
- Schedule B – Compensation and Reimbursement Terms of the Consultant and Rate Sheet
- Exhibit A – Legal Actions
- Exhibit B – Disclosure Affidavit
- Exhibit C – Disclosure of Retained Parties
- Exhibit D – Special Conditions Regarding Utilization of MBE and WBE Firms
- Exhibit E – Joint Venture Agreement & Affidavit
- Exhibit F – Key Personnel
- Exhibit G – Insurance Requirements for Project Development Services

SCHEDULE A
PROJECT DEVELOPMENT SERVICES
OVERVIEW/SCOPE OF SERVICES

(FORM FOLLOWS)

SCHEDULE A - SCOPE OF SERVICES

A. INTRODUCTION

Created as an independent governmental unit, the Public Building Commission of Chicago (the "PBC" or "Commission") plans, designs, builds, and renovates, public facilities for governmental agencies in Chicago and the Chicagoland area that reflect the highest standards of environmental and economic sustainability. Our clients include, but are not limited to, the City of Chicago, Chicago Public Schools, Chicago Public Library, Chicago Park District, Chicago Fire Department, Chicago Police Department, City Colleges of Chicago, Metropolitan Water Reclamation District, and Cook County.

The PBC is currently soliciting qualifications and proposals from firms interested in providing Project Development Services ("The Services" or "PDS") to the PBC.

The PBC accepts and encourages Joint Venture Partnerships and strongly encourages participation with MBE or WBE firms. Respondents interested in Joint Venture Partnerships must have the appropriate qualifications, and combined financial and technical capacity required by this solicitation.

A completed Disclosure Affidavit (Exhibit B) must be submitted by all firms interested in submitting as joint venture entity. Respondents must submit a copy of the entity's Joint Venture Agreement which clearly identifies the resources, capabilities, and capacity of each joint venture firm available to be allocated to the performance of the Agreement.

B. INTENT

The intent of this Request for Proposals ("RFP") is to identify qualified firms to provide Project Development Services ("PDS") for various projects that may be undertaken by the Commission. It is the intent of the PBC to create a qualified pool of PDS firms. Qualified firms interested in submitting proposals to provide such Services are required to follow the guidelines and instructions contained in this RFP. The PBC, at its sole discretion, may choose to retain one or more firms to perform the Services.

C. SCOPE OF SERVICES

The Public Building Commission of Chicago ("PBC") has established a general management structure for developing and implementing capital projects on behalf of its clients. This structure provides for a division of responsibilities among internal PBC resources and firms specializing in Project Development Services ("PDS"). Firms providing PDS are a direct extension of the PBC, and shall exhibit the same level of professionalism and attention to detail as the PBC, in addition to possessing the requisite abilities to provide any/all requested resources in a timely manner.

Successful Selected Respondent(s) to this RFP will demonstrate a commitment to provide support which advances specific PBC projects, protect the PBC's operational and financial interests, balances diverse stakeholder requirements, and also assists as requested in resolving issues among other consultant resources. The Selected Respondent(s) and Selected Respondent's personnel are expected to participate with the PBC team at a high level, with the ability to quickly recognize and assess issues and opportunities in the advancement of projects. The successful Selected Respondent(s) will clearly demonstrate the ability to provide direct access to Selected Respondent's key decision makers, in addition to demonstrating the ability to provide responsive management and personnel based on PBC's recommended plans of action.

More specifically, the Selected Respondent(s) for this RFP may have project specific responsibilities and/or program wide responsibilities.

Project specific responsibilities may span from Planning, Design, Construction, through Project Closeout. Typical project responsibilities are coordinated with, and/or directed by, personnel provided by the Selected Respondent(s) with support from PBC and project delivery resources. The Selected Respondent(s) may be accountable for every aspect of a PBC project and must work with the PBC to ensure successful project delivery. The Selected Respondent(s) may also be required to assist the PBC in scope development for necessary professional services in addition to assisting PBC with consultant selection and contract negotiation.

The Selected Respondent(s) should also have personnel and/or the ability to provide other key project functions as necessary or requested by the PBC, including, but not limited to:

- Planning
- Design
- Project Management
- Change Management
- Cost Control
- LEED Sustainability
- Quality and Safety
- Cost Estimating
- Commissioning Expert(s)
- MEP Coordinator(s)
- Scheduling
- Document Controls
- Contract Administration

The Selected Respondent(s) must demonstrate their ability to provide any/all requested personnel and/or support services in a timely manner, including but not limited to: cell phones, local and remote IT support services, personal and protective equipment (PPE), and computers. Selected Respondent(s) shall also demonstrate any/all provided PDS personnel will comply with any/all Commission rules, regulations, and requirements.

While the PBC requires the delivery of projects through consistent processes and procedures, the nature of the projects, and the methods by which each is to be implemented, may vary based upon client requirements and project complexity. The PBC requires a Respondent that will provide personnel and decision makers who will be highly flexible, knowledgeable of local regulatory requirements, responsive to regulatory changes and changes in market conditions, available, and capable to assist the PBC in successfully delivering a complex, high volume program.

The PBC is committed to building the capacity of Chicago's Minority-Owned Business Enterprises ("MBEs") and Women-Owned Business Enterprises ("WBEs") to participate in all facets of the PBC's activities, including the management of its design and construction programs. Accordingly, the PBC intends to negotiate both the substance and level of MBE and WBE participation. It is expected that Respondents to this RFP will affirm their commitment to the PBC's 50% aggregate MBE/WBE program and goals. The PBC also reserves the right to assign certain of its contracts with MBEs and/or WBEs that are currently providing services to the PBC.

D. ADDITIONAL CONTRACT REQUIREMENTS

The Selected Respondent shall comply with all required procedures relating to vacation and/or time off requests as established by the Commission. Submission of requests for vacation and/or time off are subject to approval at the sole discretion of the Commission.

The Selected Respondent shall timely comply with all requests made by the Commission or Commission Authorized Representative.

The Commission will not be obligated to any minimum or maximum quantities, time, rates, costs, expenses, and/or any other commitment without express written agreement specifying acceptance by the Commission.

All work completed by the Selected Respondent will be subject to inspection and approval by the Commission. Acceptable quality is solely determined by the Commission and Commission Authorized Representative. The Commission reserves the right to immediately remove and/or replace any provided personnel.

All work provided by the Commission and/or the Authorized Commission Representatives for use in the performance of the Services involves property rights of the Commission and shall be held as confidential by the Respondent(s). All firms shall be required to execute Indemnification and Confidentiality Agreements as determined by the Commission.

E. TERM

The Tern Agreement will be for a three (3) year term period with the option to extend for up to two (2), additional two (2) year periods.

SCHEDULE B
COMPENSATION AND REIMBURSEMENT TERMS OF THE CONSULTANT
AND
RATE SHEET

(FORM FOLLOWS)

SCHEDULE B — COMPENSATION AND REIMBURSEMENT TERMS AND RATE SHEET

I. LABOR

The Commission shall compensate the Consultant for Services rendered according to the table of maximum hourly billing rates attached as stated herein. The Consultant 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. Exceptions are subject to an absolute limitation that invoices must be for actual hours worked and cannot exceed 176 hours for any individual in any month.) The hourly rates provided herein will constitute full compensation to the Consultant for Services rendered, except for those reimbursable expenses permitted by the Commission as discussed below. Reimbursable expenses shall be deducted from Consultant's Maximum Compensation as reflected in the Agreement and shall not be considered a value in excess of the Maximum Compensation.

II. REIMBURSABLE EXPENSES

- (1) "Reimbursable Expenses" as referred to in this Agreement, are actual expenditures at cost without mark-up or surcharge, incurred by the Consultant, 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:

- A. 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 in writing and reimbursable costs that comply with the terms and conditions of this Agreement.
- B. 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 Consultant and approved by the Executive Director.
- C. Local travel, including taxis and parking including local transportation costs (e.g., cab fare and public transportation costs, and mileage) to and from PBC project sites.

- (2) The following are NOT Reimbursable Expenses:

- A. 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, and office supplies are not Reimbursable Expenses. The Commission shall provide Personnel access to office supplies, copy and duplicating machines, and printers.
- B. Overhead and profit.

III. METHOD OF PAYMENT

- (1) Invoices. Once each month, the Consultant 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. Hourly rates and reimbursable expenses shall be invoiced by each unique Project.

SCHEDULE B — COMPENSATION AND REIMBURSEMENT TERMS AND RATE SHEET

- (2) 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 Consultant 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 the reasons for such variances.
- (3) Payment will be processed within 45 days after Commission receives an acceptable invoice from the Consultant.
- (4) Invoice Disputes. If the Commission disputes certain items in the Consultant'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.

**PROJECT DEVELOPMENT SERVICES – PS3005
SCHEDULE B – RATE SHEET**

A. HOURLY RATES

PERSONNEL		HOURLY RATE RANGE*
1	Senior Project Manager	\$110 - \$160
2	Project Manager	\$90 - \$140
3	Assistant Project Manager	\$75 - \$110
4	Change Management	\$75 - \$110
5	Cost Control	\$50 - \$100
6	LEED/Sustainability	\$75 - \$160
7	Quality and Safety	\$75 - \$160
8	Commissioning	\$75 - \$160
9	MEP Coordination	\$75 - \$160
10	Scheduling	\$75 - \$160
11	Document Controls	\$30 - \$80
12	<i>* Other Personnel providing Technical Expertise as determined by the Commission, including but not limited to:</i>	UP TO \$300
13	<i>*ADA Consultant</i>	
14	<i>*Site Development</i>	
15	<i>*Move Management</i>	
16	<i>*Furniture Advisory</i>	
17	<i>*Contract Administration</i>	
18	<i>*Procurement / Negotiation (Buyer)</i>	
19	<i>*Civil/Structural Engineer</i>	
20	<i>*Survey/CADD Tech</i>	
21	<i>*Professional Land Surveyor</i>	
22	<i>*MEP Design Management</i>	
23	<i>*Administrative Support</i>	
24	<i>*Intern</i>	
<i>The Commission reserves the right to negotiate rates and/or titles of Personnel for Schedule B.</i>		

EXHIBIT A
LEGAL ACTIONS

(FORM FOLLOWS)

EXHIBIT A - LEGAL ACTIONS

FIRM NAME _____

I. LEGAL ACTIONS

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT A – LEGAL ACTIONS

FIRM NAME Rodriguez and Associates, Inc.

I. LEGAL ACTIONS

If the answer to any of the questions below is YES, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).	N/A	
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EXHIBIT B
DISCLOSURE AFFIDAVIT

(FORM FOLLOWS)

EXHIBIT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business 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 Rashod R. Johnson, PE, as President & CEO
Name Title

and on behalf of The Roderick Group, Inc. dba Ardmore Roderick
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	The Roderick Group, Inc. dba Ardmore Roderick		
Address:	1500 W. Carroll Avenue, Suite 300		
City/State/Zip:	Chicago, Illinois 60607		
Telephone:	312.795.1400	Facsimile:	773.289.0567
FEIN:	20-3036399	SSN:	
Email:	rashod@ardmoreroderick.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

II. 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".	
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois	
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
City/State/ZIP:	Chicago, Illinois 60607		
Telephone:	312.795.1400		
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)			
Name		Title	
Rashod R. Johnson, PE		President & CEO	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)			
Name	Address	Ownership Interest Percentage	
Rashod R. Johnson, PE	1500 W. Carroll Avenue, Suite 300	100	%
			%
			%
LLC's only, indicate Management Type and Name:			
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:	
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please 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.</i>			

EXHIBIT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 of Principal(s)	
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 be exercised.	
Name	Address

EXHIBIT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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 Submission of this bid, proposal or response.
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 judgment 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.

EXHIBIT B – DISCLOSURE AFFIDAVIT

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 described as prohibited in this document; (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 2 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 described as prohibited in this document of 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 as prohibited in this document 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 all necessary items. In the event any subcontractor is unable to certify to a particular item, 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 this document 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, the Contractor shall explain below. Attach additional pages if necessary.

EXHIBIT B – DISCLOSURE AFFIDAVIT

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/FEES

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 pages 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.

E. PUNISHMENT

1. 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.

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.

G. 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, (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.

EXHIBIT B – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages 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.

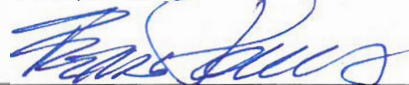
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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.

I. VERIFICATION

Under penalty of 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 Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Frank Powers, PE, SE

Name of Authorized Officer (Print or Type)

Executive Vice President

Title

312.795.1400

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 18 day of March, 2020 by

Frank Powers (Name) as Executive Vice President (Title) of

The Roderick Group, Inc. aka Roderick (Bidder, Proposer/Respondent or Contractor)

Notary Public Signature and Seal



EXHIBIT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business 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 Osvaldo Rodriguez, as President
Name Title

and on behalf of Rodriguez and Associates, Inc.
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Rodriguez and Associates, Inc.		
Address:	65 E. Wacker Pl., Suite 1501		
City/State/Zip:	Chicago, IL 60601		
Telephone:	312-726-7505	Facsimile:	312-726-7506
FEIN:	36-3767226	SSN:	105-30-4899
Email:	ozzie@raigroup.net		
Nature of Transaction:			
<div style="display: flex; flex-direction: column; gap: 5px;"> <div><input type="checkbox"/> Sale or purchase of land</div> <div><input type="checkbox"/> Construction Contract</div> <div><input checked="" type="checkbox"/> Professional Services Agreement</div> <div><input type="checkbox"/> Other _____</div> </div>			

II. 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".	
<div style="display: flex; flex-direction: column; gap: 5px;"> <div><input checked="" type="checkbox"/> Corporation</div> <div><input type="checkbox"/> Partnership</div> <div><input type="checkbox"/> Sole Proprietorship</div> <div><input type="checkbox"/> Joint Venture</div> </div>	<div style="display: flex; flex-direction: column; gap: 5px;"> <div><input type="checkbox"/> Limited Liability Company</div> <div><input type="checkbox"/> Limited Liability Partnership</div> <div><input type="checkbox"/> Not-for-profit Corporation</div> <div><input type="checkbox"/> Other: _____</div> </div>

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois	
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
City/State/ZIP:	N/A		
Telephone:	N/A		
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)			
Name		Title	
Osvaldo Rodriguez		President	
Robert Ochi		Senior Executive Vice President	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)			
Name	Address	Ownership Interest Percentage	
Osvaldo Rodriguez	505 N. Lake Shore Drive, #5610	93	%
			%
			%
LLC's only, indicate Management Type and Name:			
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:	N/A
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please 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.</i>			

EXHIBIT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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	Type	Ownership Interest Percentage
N/A	N/A	N/A %
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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 of Principal(s)	
N/A	
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 be exercised.	
Name	Address
N/A	N/A

EXHIBIT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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 Submission of this bid, proposal or response.
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 judgment 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.

EXHIBIT B – DISCLOSURE AFFIDAVIT

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 described as prohibited in this document; (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 2 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 described as prohibited in this document of 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 as prohibited in this document 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 all necessary items. In the event any subcontractor is unable to certify to a particular item, 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 this document 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, the Contractor shall explain below. Attach additional pages if necessary.

EXHIBIT B – DISCLOSURE AFFIDAVIT

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/FEES

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 pages 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.

E. PUNISHMENT

1. 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.

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.

G. 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, (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.

EXHIBIT B – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages 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.

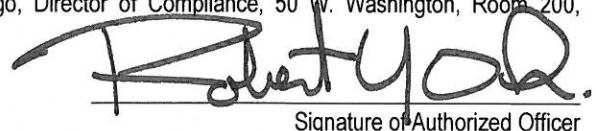
H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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.

I. VERIFICATION

Under penalty of 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 Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Robert Y. Ochi

Name of Authorized Officer (Print or Type)

Senior Executive Vice President

Title

312-726-7505

Telephone Number

State of ILLINOIS
County of COOK

Signed and sworn to before me on this 8TH day of OCTOBER, 2018 by
ROBERT Y. OCHI (Name) as SR. EXEC. V.P. (Title) of
RODRIGUEZ AND ASSOCIATES, INC. (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal

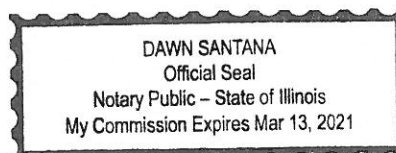


EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(FORM FOLLOWS)

EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s): Project Development Services

Description or goods or services to be provided under Contract: Planning, design, construction and project closeout.

Planning	Cost Control	Commissioning
Design	LEED Sustainability	MEP Coordination
Project Management	Quality and Safety	Scheduling
Change Management	Cost Estimating	Document Controls
Name of Consultant:		Contract Administration

The Roderick Group, Inc. dba Ardmore Roderick

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

Retained Parties:

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

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

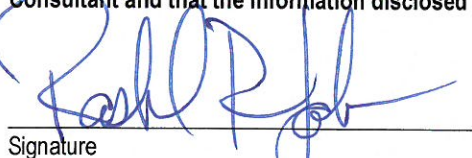
The Consultant understands and agrees as follows:

- 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 Consultant's participation in the contract or other transactions with the Commission.

EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant 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 Consultant 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 Consultant and that the information disclosed herein is true and complete.


Signature

Rashod R. Johnson, PE
Name (Type or Print)

10.15.2015

Date

President & CEO
Title

Subscribed and sworn to before me

this 11 day of Oct. 2018

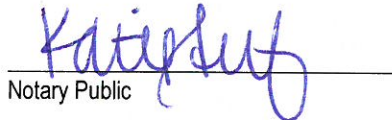

Notary Public



EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

N/A

Description of goods or services to be provided under Contract:

N/A

Name of Consultant:

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

Retained Parties:

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

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

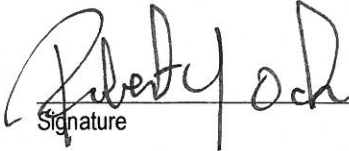
The Consultant understands and agrees as follows:

- 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 Consultant's participation in the contract or other transactions with the Commission.

EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant 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 Consultant 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 Consultant and that the information disclosed herein is true and complete.


Signature

Robert Y. Ochi

Name (Type or Print)

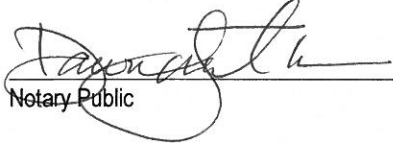
10/11/18
Date

Senior Executive Vice President

Title

Subscribed and sworn to before me

this 8TH day of OCTOBER 20 18


Notary Public

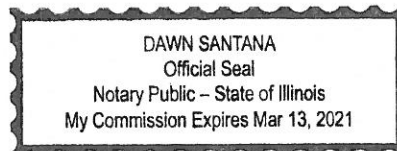


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

(FORM AND SCHEDULES FOLLOW)

EXHIBIT D

Special Conditions Regarding the Utilization Of Minority and Women Owned Business Enterprises for Professional Services

1. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago ("PBC") to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The Commission requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of 50% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
- c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.
 - (3) "Construction Contract" means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.
 - (4) "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform any anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.
 - (5) "Contractor" means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.
 - (6) "Established Business" means a person or entity granted certification by the City of Chicago.

- (7) "Executive Director" means the Executive Director of the Commission or his/her duly designated representative as appointed in writing.
- (8) "Good faith efforts" means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.
- (9) "Joint venture" means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.
- (10) "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.
- (11) "Professional Service Provider" means any person or business entity that seeks to enter into Professional Service Contract with the Commission and includes all partners affiliates, and joint ventures of such person or entity.
- (12) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
- c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
 - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
 - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.
 - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
 - (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
 - (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii)

the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by.

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-bid conference;
 - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
 - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;
 - (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations;
 - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
 - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
 - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
 - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
 - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - (11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;
 - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
 - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
 - (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
 - (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

- (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Established Business Participation in the MBE and WBE Procurement Program

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
 - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
 - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
 - (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
- b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

- a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:
 - (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.
 - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
 - (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.

- (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.
 - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

10. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.
- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-consultants or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub-consultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified sub-consultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.

12. Prohibition On Changes To MBE/WBE Commitments

- a. The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Professional Service Provider to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of

prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

- (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
- (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
- (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
- (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
- (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
 - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
 - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

15. Severability

- a. If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.

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SCHEDULE C

**Letter of Intent from MBE/WBE (1 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: PBC RFP Project Development Services

Project Number: PS3005

FROM:

AAA Engineering, Ltd. MBE _____ WBE X
(Name of MBE or WBE)

TO:

The Roderick Group, Inc. dba Ardmore Roderick
Rodriguez and Associates Joint Venture and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/04/2017.
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

MEP services.

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

To be determined based on scope of work.

SCHEDULE C
Letter of Intent from MBE/WBE (2 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 _____ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 _____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Cera Solutions

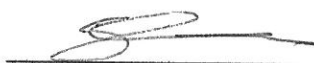
Name of MBE/WBE Firm (Print)

10.15.2018

Date

312-924-2904

Phone



Signature
Stephen Vaughn

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE C

**Letter of Intent from MBE/WBE (1 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: Public Building Commission Project Development Services

Project Number: PS3005

FROM:

McNitt Consulting, LLC MBE _____ WBE X
(Name of MBE or WBE)

TO:

Ardmore/Roderick/Rodriguez Joint Venture and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 5.22.18.
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Project Management Services TBD

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

Payment to subconsultant within 10 days of receipt from Owner

SCHEDULE C
Letter of Intent from MBE/WBE (2 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

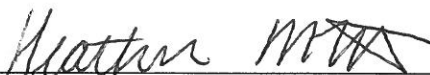
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

McNitt Consulting LLC
Name of MBE/WBE Firm (Print)
10/8/18
Date
312.550.1668
Phone


Signature
Heather McNitt, President
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE C

**Letter of Intent from MBE/WBE (1 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: PBC RFP Project Development Services

Project Number: PS3005

FROM:

Primera Engineers
(Name of MBE or WBE)

MBE _____ WBE X

TO:

The Roderick Group, Inc. dba Ardmore Roderick
Rodriguez and Associates Joint Venture and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor
_____ a Partnership

X _____ a Corporation
_____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3/1/2022.
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

LEED/Sustainability, MEP Coordination and Commissioning

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

To be determined based on scope of work.

SCHEDULE C
Letter of Intent from MBE/WBE (2 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

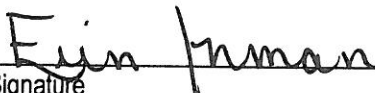
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Primera Engineers
Name of MBE/WBE Firm (Print)
10/10/2018
Date
312-606-0910
Phone


Signature
Erin M. Inman, President and CEO
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___

SCHEDULE C

**Letter of Intent from MBE/WBE (1 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: PBC Project Development Services

Project Number: PS3005

FROM:

SP Murphy, Inc. MBE X WBE _____
(Name of MBE or WBE)

TO:

Ardmore Roderick and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

_____ a Sole Proprietor X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 2/8/2018.
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Design Management

Project Management

Document Control

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

TBD

SCHEDULE C
Letter of Intent from MBE/WBE (2 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

SP Murphy, Inc.

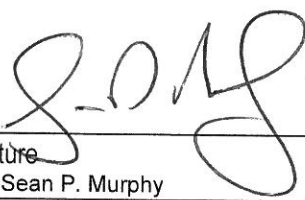
Name of MBE/WBE Firm (Print)

10/8/18

Date

312-877-5140

Phone


Signature
Sean P. Murphy
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE C

**Letter of Intent from MBE/WBE (1 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: Project Development Services

Project Number: PS3005

FROM:

Synnov Group, Inc. MBE X WBE X
(Name of MBE or WBE)

TO: The Roderick Group, Inc. dba Ardmore
Roderick/Rodriguez and Associates
Joint Venture and Public Building Commission of Chicago
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

 a Sole Proprietor X a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated January 24, 2018.
In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

Program Management Services

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

TBD

SCHEDULE C
Letter of Intent from MBE/WBE (2 of 2)
To Perform As
Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The Undersigned (Contractor) will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

SYNNOV GROUP INC.
Name of MBE/WBE Firm (Print)

Date 10-8-2018

Phone 630-532-2846

ASHA SINGH
Signature

ASHA SINGH
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation (1 of 2)

Name of Project: Public Building Commission Project Development Services PS3005

STATE OF ILLINOIS }
 }
COUNTY OF COOK } SS
 }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
President & CEO

Title and duly authorized representative of
The Roderick Group, Inc. dba Ardmore Roderick

Name of Professional Service Provider whose address is
1327 W. Washington Blvd. Suite 105

in the City of Chicago , State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
AAA Engineering	Design management		2.6% \$ TBD
McNitt Consulting	Project management		2.6% \$ TBD
Primera Engineers	Commissioning, MEP consulting		7.7% \$ TBD
SP Murphy	Program and design management	7.7% \$ TBD	
Synnov Group	Project controls	10.3% \$ TBD	
The Roderick Group, Inc. dba Ardmore Roderick	Program management	33.3% \$ TBD	
Rodriguez and Associates	Program management	28.2% \$ TBD	
CERA Solutions	Project management	2.6% \$ TBD	
Total Net MBE/WBE Credit		69.2% \$ TBD	23.2% \$ TBD
Percent of Total Base Bid		69.2% \$ TBD	23.2% \$ TBD

The Prime may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation (2 of 2)

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

The Roderick Group, Inc. dba Ardmore Roderick

Name of Contractor (Print)

10.15.2018

Date

312.795.1400

Phone

IF APPLICABLE:

BY:

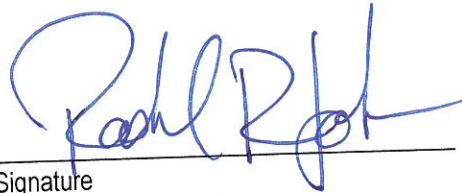
Rodriguez and Associates

Joint Venture Partner (Print)

10/15/18

Date

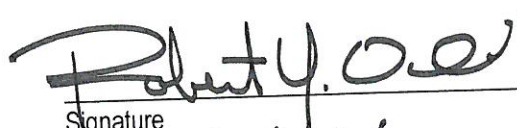
1 312-726-5422



Signature

Rashod R. Johnson, PE

Name (Print)



Signature

Robert Y. Ochi

Name (Print)

MBE ☒ WBE ☐ Non-MBE/WBE ☐

EXHIBIT E
JOINT VENTURE AGREEMENT AND AFFIDAVIT

(AGREEMENT FOLLOWS)

SCHEDULE B

Joint Venture Affidavit (1 of 3)

This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

A. Name of joint venture The Roderick Group, Inc. dba Ardmore Roderick/Rodriguez and Associates JV

B. Address of joint venture 1327 W. Washington Blvd. Suite 105

Chicago, Illinois 60607

C. Phone number of joint venture 312.795.1400

D. Identify the firms that comprise the joint venture

The Roderick Group, Inc. dba Ardmore Roderick

Rodriguez and Associates, Inc.

1. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

Ardmore Roderick will provide program oversight, project management and administrative functions

including accounting, IT and human resources. Rodriguez and Associates will provide on-site leadership,

project management, design management and change management.

2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

N/A

E. Nature of joint venture's business

Construction management, program management, design management, and engineering services.

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 100 %

H. Specify as to:

1. Profit and loss sharing 55% AR; 45% RAI %

2. Capital contributions, including equipment 55% AR; 45% RAI %

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

N/A

SCHEDULE B
Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

N/A

- I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

Ardmore Roderick

1. Financial decisions Rashod Johnson, PE (President & CEO) and/or Michael Houston, CCM, LEED AP BD+C (Vice President)

2. Management decisions such as: Ardmore Roderick

a. Estimating Rashod Johnson, PE (President & CEO) and/or Michael Houston, CCM, LEED AP BD+C (Vice President)

b. Marketing and Sales Rashod Johnson, PE (President & CEO) and/or Michael Houston, CCM, LEED AP BD+C (Vice President)

c. Hiring and firing of management personnel Rashod Johnson, PE (President & CEO) and/or Michael Houston, CCM, LEED AP BD+C (Vice President)

d. Other Rashod Johnson, PE (President & CEO) and/or Michael Houston, CCM, LEED AP BD+C (Vice President)

3. Purchasing of major items or supplies Rashod Johnson, PE (President & CEO) and/or Michael Houston, CCM, LEED AP BD+C (Vice President)

4. Supervision of field operations RAI Robert Ochi, (Senior Executive Vice President)

5. Supervision of office personnel Rashod Johnson, PE (President & CEO) and/or Michael Houston, CCM, LEED AP BD+C (Vice President)

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

Ardmore Roderick will manage the financial/accounting procedures. There will be a separate bank account established for the

JV. We cannot determine the estimated cash flow at this time as no budget has been established.

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

Ardmore Roderick will have no less than 10 civil personnel providing project management services as part of the JV structure.

However, Ardmore Roderick can staff up to as many as needed by the PBC.

- J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

N/A

SCHEDULE B
Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the Prime if the joint venture is a subcontractor.

The Roderick Group, Inc. dba Ardmore Roderick

Name of Joint Venturer
Rashod R. Johnson
Signature

Rashod R. Johnson, PE

Name

President & CEO

Title

10.15.2018

Date

State of Illinois County of Cook

On this 15 day of October, 2018

before me appeared (Name)

Rashod Johnson

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)
The Roderick Group, Inc dba Ardmore Roderick
Rodriguez and Associates, Inc.

to execute the affidavit and did so as his or her

free act and deed.

Katie Self
Notary Public

Commission expires: 12/6/2020

(SEAL)

RFR_PBC_2018 Project Development Services_20180914

Rodriguez and Associates, Inc.

Name of Joint Venturer
Robert Ochi
Signature

Robert Ochi

Name

Senior Executive Vice President

Title

10.15.2018

Date

State of Illinois County of Cook

On this 15 day of October, 2018

before me appeared (Name)

Robert Ochi

to me personally known, who, being duly sworn,

did execute the foregoing affidavit, and did state

that he or she was properly authorized by

(Name of Joint Venture)
The Roderick Group, Inc dba Ardmore Roderick
Rodriguez and Associates, Inc.

to execute the affidavit and did so as his or her

free act and deed.

Danielle Mitchell
Notary Public

Commission expires:

(SEAL)

OFFICIAL SEAL
DANIELLE T MITCHELL
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/12/20

SCHEDULE E - JOINT VENTURE AGREEMENT

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (“Agreement”), made as of the 12th day of October, 2018 (“Effective Date”), is by and between **Rodriguez and Associates Inc.**, an Illinois corporation, with its principle place of business at 65 E. Wacker Dr. #1501, Chicago, Illinois 60601 (“Rodriguez”), and **The Roderick Group Inc., dba Ardmore Roderick**, an Illinois corporation, with an office at 1327 W. Washington Blvd., Suite 105, Chicago, Illinois 60607 (“Ardmore Roderick”). For purposes herein, the above-identified companies are individually referred to as a “Party” or a “JV Party” and collectively as the “Parties” or “JV Partners”.

RECITALS

- A. The Public Building Commission of Chicago (“Owner”) has issued a Request for Proposals identified as PS3005 for Project Development Services (hereinafter, “Project”, and the proposal response thereto shall be referred to herein as the “Proposal”).
- B. The Parties wish to form a joint venture (“Joint Venture” or “JV”) to submit a Proposal for the Project related to the Project Development Services (“Services”), and if selected by Owner, to negotiate, enter into and perform a contract for such Services (“Contract”).
- C. The Parties desire to set forth their respective rights, interests, obligations, and liabilities with respect to each other, the Contract, and the performance of the Contract.
- D. As the final terms of the Contract become known, the Parties may amend this Agreement to incorporate any relevant provisions or requirements thereof.

Article I. JOINT VENTURE

1.1. Venture. The Parties hereby associate themselves as a joint venture known as **The Roderick Group, Inc. dba Ardmore Roderick Rodriguez and Associates Inc. JV** for the purpose of submitting the Proposal, and, if selected by the Owner, negotiating, entering into, and performing the Contract. The Contract shall be entered into and performed under the name of the JV, which will not be an incorporated entity. All Services contemplated by the Contract shall be performed under the name of the JV, and as more particularly set forth herein and in any Exhibits hereto. All money, equipment, materials, supplies, and other property acquired by the JV shall be held jointly in its name. Hardware and software used interchangeably by the Parties will be acquired by the JV and shall be held jointly in its name with the leasing and licensing agreements permitting title to transfer to one or more of the Parties at the conclusion of the Project without additional charge. Notwithstanding the foregoing, any property, equipment, hardware, or software previously owned leased or licensed to any Party and provided or used in connection with the Contract shall remain the property of such Party.

1.2. Office. The principal office of the JV will be located at 1327 W. Washington Blvd. #105, Chicago, Illinois 60607, or such other location as the Management Committee (as defined hereinbelow) shall designate (“Project Office”).

1.3. Certificates and Documents. The Parties shall execute and file whatever certificates and documents are required to operate a joint venture under the laws of the State of Illinois, including,

without limitation, “d/b/a” filings.

1.4. Bear Own Costs. Each Party shall bear its own expenses in connection with the preparation of the Proposal, negotiation of this Agreement, and negotiation and execution of the Contract including, but not limited to, the fees of any attorney, financial advisor, or other consultant. Notwithstanding the foregoing, the cost of forming the JV including, but not limited to, filing fees and related costs, constitutes a JV Cost and shall be subject to payment as such in accordance with this Agreement.

1.5. No Other Relationship Created. Except with respect to the creation of this JV and as set forth herein, neither this Agreement, nor the JV’s activities, shall be construed as (i) creating any other legal entity or relationship between the Parties; (ii) constituting any Party as an agent or representative of the other Party; or (iii) creating any other obligations between the Parties. Each of the parties shall remain independent contractors. No Party shall be authorized to modify or amend the Contract or to make commitments for the JV or the other Parties unless authorized to do so hereunder or by the Management Committee. Nothing in this Agreement shall be interpreted or construed as limiting the Parties’ respective rights to carry on their individual businesses for their own benefit except to the extent expressly provided otherwise in this Agreement.

Article II. PERFORMANCE OF SERVICES

2.1. Division of Work/Subcontractors. The Services required under the Contract will be divided between the Parties in the best interest of the performance of the Contract and JV; giving consideration to such factors as the availability of qualified personnel, efficiency, timeliness, and JV profitability. The general intent is to split the work pursuant to the following percentages, which shall include work undertaken by certain subcontractors (each, a “Subcontractor” and collectively, the “Subcontractors”), and the scope of work to be performed by them:

2.1.1.	Rodriguez	29%
2.1.2.	Ardmore Roderick	33%
2.1.3.	Subcontractors	39% (engaged directly by the JV)

The Parties acknowledge and agree that, while similar in some instances, the percentage of work performed by the Parties is merely an approximation of how the work will be divided up amongst the Parties and the Parties further acknowledge and agree that the foregoing percentage of work allocations are not intended to align or correspond to the Participation Percentages, which are set forth in Article 4, below.

2.2. Execution. Each Party will provide the Services assigned to it in accordance with the terms of the Contract and this Agreement. No subcontract will be required between the JV and any of the Parties hereto; however, as noted in Article 2.1, the JV may subcontract certain portions of the work to the Subcontractors. Each Party may, at its discretion, have a portion of its services performed by an Affiliate, as more particularly defined herein. Services performed by an Affiliate of a Party shall be considered for all purposes as services performed by that Party. All other entities that perform services for the JV shall enter into direct contracts with the JV, unless the Parties expressly agree that one of them will directly subcontract certain of the Services to a Subcontractor in the respective Party’s name.

2.3. Allocation. The Services will be divided between the Parties in general conformity with Exhibit

A and consistent with the principles of this Article. Prior to commencing any Services, each Party shall prepare a detailed scope of work and corresponding budget for approval by the Management Committee.

Article III. JOINT VENTURE TERM AND TERMINATION

3.1. Duration. This JV shall terminate automatically upon the occurrence of any of the events listed below:

- 3.1.1. If the Owner cancels the RFP;
- 3.1.2. If the Owner awards the Project to another party or parties;
- 3.1.3. If the JV and Owner fail to reach an agreement on Contract terms;
- 3.1.4. If, after execution of the Contract, all of the following have occurred: (i) completion of all Services (or, alternatively, the Owner either terminates the Contract, or the Parties and Owner mutually agree to terminate the Contract prior to its natural or intended completion); (ii) receipt of all compensation due and owing to the JV; (iii) fulfillment of all Contract responsibilities and obligations (including warranties); (iv) resolution of all known JV Liabilities arising out of the Contract to the Owner, any third parties or surety(ies); (v) resolution of all known liabilities and disputes between the Parties under this Agreement; and (vi) cancellation of all guarantees and bonds; or
- 3.1.5. Termination of the JV by the Surviving Parties upon the occurrence of a Default.

3.2. Impact of Termination.

- 3.2.1. Upon termination of the JV, the Parties' obligations to each other shall cease with the exception of those provisions in the Agreement that, by their nature, are intended to survive expiration or termination, including, but not limited to, those related to working capital, indemnification and liability, default, dispute resolution, confidentiality, and intellectual property.
- 3.2.2. Upon termination of the JV, the Parties shall cooperate to wind up the business of the JV promptly. The selected Accountant, as defined below, shall prepare a statement setting forth the assets and liabilities of the JV as of the date of termination, and such statement will be furnished to the Parties. Each Party's respective accountant(s) shall have the opportunity to review and make comment on all books and records supporting such statement. Thereafter, the Parties shall liquidate all equipment, materials, hardware, software, leases, capital contribution, reserves, and all other property held by or acquired in the name of the JV (collectively, "JV Assets") to the extent any exist. The assets and proceeds from the liquidation shall be applied as follows:

- (a) First, to pay costs incurred in connection with the dissolution of the JV;
- (b) Second, to pay all JV Liabilities;

- (c) Third, to pay all JV Costs;
- (d) Fourth, to reimburse each Party for its Capital Contributions that were required due to the other Party's failure to make its required Capital Contribution;
- (e) Fifth, to reimburse a Party for otherwise unreimbursed work it provided in fulfillment of the Contract; and
- (f) Sixth, the remainder, if any, to the Parties in accordance with their respective Participation Percentages.

3.2.3. Notwithstanding the foregoing, if any third party, Owner, subconsultants, Subcontractors, or sureties asserts a claim of any nature or institutes a legal action of any type against the JV or any of the Parties at any time after the distribution of JV Assets, and such claim or legal action relates to or arises out of this Agreement or the Contract, this Agreement shall be considered to have remained in full force and effect, and the rights and obligations of the Parties hereto with respect to such matters shall be determined by this Agreement.

Article IV. INTEREST IN JV

4.1. Participation Percentages. Except as otherwise stated in this Agreement, the interests of the Parties in and to profits derived from the Contract, distribution of JV Assets, obligations with respect to Capital Contributions, and losses and liabilities incurred in the performance of the Contract will be in the percentages ("Participation Percentages") set forth below:

4.1.1.	Rodriguez	45%
4.1.2.	Ardmore Roderick	55%

4.2. Profit and Loss. Under this Agreement, profit and loss on the performance of the Services are not experienced at the JV level. Profit and loss are experienced by the Parties individually, in their performance of their respective Scopes of Services. However, profit and loss after deductions for JV Costs that may be experienced under this Agreement but is not earned or incurred by the Parties on the Services they self-perform shall be allocated and distributed in accordance with the Participation Percentages.

Article V. MANAGEMENT COMMITTEE

5.1. Creation of Management Committee. For the purpose of establishing JV policy, making decisions, and granting approvals requiring the action of the JV, a Management Committee shall be established. The Management Committee shall be authorized to act for and on behalf of and to bind the JV.

5.2. Management Committee Members. The Management Committee shall consist of 4 total members, 2 members appointed by each Party. The members on the Management Committee are:

Osvaldo Rodriguez and Robert Ochi (representing Rodriguez); and Rashod Johnson and (representing Ardmore Roderick). A Party may replace any of its members on the Management Committee by providing written notice to the other Parties. Subject to the terms herein, each Party authorizes its members on the Management Committee to act on behalf of such Party in the making of all decisions. The Management Committee shall elect a Secretary to manage all notes, correspondence, and scheduling of meetings on behalf of the Management Committee. If the Parties cannot agree on a member to serve as Secretary, then each Party shall have a member representing it to share the role.

5.3. Management Committee Powers. The Management Committee shall (i) decide all matters of general policy for the JV; (ii) resolve all questions affecting the Parties *vis-a-vis* the Owner, subconsultants, Subcontractors, sureties, or third parties; (iii) resolve all questions posed by any Party regarding performance of the JV or its Services, the Contract, or this Agreement; (iv) determine and act upon the various matters, expressly or impliedly, contained in other sections of this Agreement that require decision by the Management Committee; (v) oversee, manage, and provide approval of the Project Manager's acts and actions; and (vi) decide other matters including, but not limited to:

5.3.1. Negotiating the terms of the Contract with the Owner;

5.3.2. Reviewing and approving the Contract and amendments and modifications thereto;

5.3.3. Performing quarterly reviews of all financial matters and Project progress and status;

5.3.4. Making calls for Capital Contributions, and establishing reserves for potential or contingent liabilities;

5.3.5. Approving the allocation of Services between the Parties and the JV's subconsultants and Subcontractors, as well as between the Parties and their respective subconsultants and Subcontractors, as may be applicable;

5.3.6. Approving the appointment or removal of key personnel to the Project, including, but not limited to, the Project Manager, and their respective replacements;

5.3.7. Approving the Project budget, scope of work and budget for each Party;

5.3.8. Approving the timing and amount of profit to be realized by the JV in accordance with Section 4.2 herein;

5.3.9. Entering into (or terminating) commitments on the JV's behalf, including, but not limited to: (i) insurance, (ii) bonds, (iii) letters of credit, (iv) guarantees, (v) leases of facilities or equipment, (vi) procuring or selling any equipment, (vii) procurement of third party services, (viii) subconsultant agreements and Subcontractor agreements, and (ix) assumption of debt or the establishment of banking arrangements;

5.3.10. Instituting claims, litigation, or arbitration on behalf of the JV against the Owner, subconsultants, Subcontractors, sureties, and third parties; defending any claims, litigation, or arbitration brought against the JV; and negotiating, mediating, or settling claims, litigation, or arbitration brought by or against the JV and the retention of outside counsel related thereto;

- 5.3.11. Determining policies and procedures related to the operation of the Project Office, such as the days on which the Project Office will be open and its hours of operation;
- 5.3.12. Establishment of billing rates and charges for personnel, equipment and facilities and the assignment of personnel or the assignment and/or replacement of Key Personnel;
- 5.3.13. Approving distributions of cash to the Parties for any purpose;
- 5.3.14. Making any capital expenditures not required for performance of the Services;
and
- 5.3.15. All other matters referred to it by the Parties.

5.4. Meetings.

- 5.4.1. The Management Committee shall conduct quarterly meetings, or more frequently as deemed necessary or desirable. The Secretary will prepare the schedule for such meetings. Any Party may call a special meeting upon seven (7) days written notice to the other Parties. If a Party determines that circumstances require a meeting in a lesser period of time, such Party may call a special meeting upon less than seven (7) days written notice; provided that such written notice shall state the intended purpose of such special meeting.
- 5.4.2. Unless the Management Committee designates a different location, all meetings shall be held in the JV's Project Office.
- 5.4.3. Management Committee meetings shall not convene until all members are present. Members shall be deemed present if they are physically present at the meeting or if they are connected telephonically or via Skype with the other Management Committee members.
- 5.4.4. If an appointed representative(s) should at any time be unable or unavailable to participate in any proceeding of the Executive Committee, the Party may appoint an alternate representative(s).
- 5.4.5. The following provisions shall apply to Management Committee meetings:
 - (a) The Management Committee may make decisions in accordance with this Agreement in writing, telephonically, electronically, or by facsimile without a formal meeting.
 - (b) The Secretary shall attend the meetings (but shall not be entitled to vote unless he or she is a voting member of the Management Committee).
 - (c) The Secretary shall prepare minutes of all Management Committee meetings and shall distribute the draft minutes to all members of the Management Committee within seven (7) business days following the respective meetings for their review and

approval. If a Party fails to notify the Secretary of any objections to the draft minutes within seven (7) business days after receipt thereof, such Party shall be deemed to have approved such minutes.

(d) Decisions of the Management Committee that are made in compliance with this Agreement, and evidenced by written agreement or confirmed minutes executed by the members of the Management Committee, shall be final and binding on the Parties.

(e) Each Party individually shall be responsible for the remuneration and expenses associated with its members' attendance at Management Committee meetings.

5.5. Voting.

5.5.1. Each member of the Management Committee shall have one (1) vote of equal value.

5.5.2. Management Committee decisions shall be made by majority vote of the voting members, except as otherwise expressly set forth hereinbelow.

5.5.3. With respect to the following matters, the unanimous consent of both Parties is required:

(a) Determining the amount of Capital Contributions due from each JV Party and establishing reserves for potential or contingent liabilities;

(b) Prior to the JV entering into the Contract or any amendments and modifications thereto;

(c) Prior to approving the Scope of Services and budget for each Party;

(d) Prior to the JV entering into any financing agreements in the name of the JV; Entering into (or terminating) commitments on the JV's behalf, including, but not limited to: (i) insurance, (ii) bonds, (iii) letters of credit, (iv) guarantees, (v) leases of facilities or equipment, (vi) procuring or selling any equipment, (vii) procurement of third party services, (viii) subconsultant agreements and Subcontractor agreements, and (ix) assumption of debt;

(e) Prior to the JV entering into any material professional services agreements with public entity clients;

(f) Prior to modifying Participation Percentages of any JV Party;

(g) Prior to the waiver of any material provision of this Agreement;

(h) Prior to the appointment or removal of a Project Manager or any Key Personnel;

(i) Prior to the entering into of any agreement between the JV and a JV Party;

- (j) Prior to a JV Party buying out any other JV Party's Participation Percentages;
- (k) Prior to dissolving or terminating the JV;
- (l) Prior to making any material decisions related to budget and overhead or JV Costs, which will be approved annually and reviewed quarterly;
- (m) Prior to instituting claims, litigation, or arbitration on behalf of the JV against the Owner, subconsultants, Subcontractors, sureties, and third parties, as well as prior to defending any claims, litigation, or arbitration brought against the JV and negotiating, mediating, or settling claims, litigation, or arbitration brought by or against the JV;
- (n) Prior to the filing of any tax returns on behalf of the JV; and
- (o) Prior to filing any lien.

5.5.4. If the Management Committee members are unable to reach either a majority vote or unanimous consent, as required, and the matter on which they are voting (1) affects or threatens the orderly or timely progress of the Project, (2) would result in a potential breach of the Contract by the JV, and/or (3) is a circumstance that could give rise to assumption of material risk or liability by or on behalf of the JV, then, after written notice to each voting Party in that matter by any Management Committee member, a Senior Executive at the Senior Vice President level or above representing each Party shall have the right to make the final decision in writing with regard to the matter under consideration. The Senior Executive of each Party will provide a copy of such written decision to the Management Committee within five (5) days of the decision. Should the written decision of the Senior Executives conflict and they are unable to determine a mutually-agreeable solution, then any Party shall have the right to demand the matter be submitted to dispute resolution; a demand for such dispute resolution being provided to the other Parties in writing by Certified Mail. Thereafter, the dispute resolution procedure set forth in Article 14 shall apply.

Article VI.

PROJECT DIRECTION

6.1. Principle. In making decisions, the Parties shall endeavor to make decisions in the best interest of the JV as a whole, taking into consideration Project safety and performance, the financial performance of the JV, the Services and the Contract, and fair and equitable treatment of the Parties.

6.2. Project Manager.

6.2.1. The day-to-day management of the Services and the Contract, and representation of the JV in terms of client interface, shall be conducted by and under the direction of a designated Project Manager, who shall be appointed by the Management Committee and who shall be responsible for coordinating execution of the JV's Services in accordance

with the policies established by the Management Committee.

6.2.2. The Project Manager shall have those duties and responsibilities delegated by the Management Committee, subject to its supervision.

6.2.3. As overseen by the Management Committee and subject to its supervision, the Project Manager shall have primary responsibility for the following:

- (a) Contact and correspondence with the Owner and contact and correspondence with any third party on matters arising under the Contract or the Services;
- (b) Maintaining correspondence and Project files;
- (c) Assessing overall performance of the JV as it relates to delivery of the Services and performance under the Contract, performing progress monitoring and reporting, and identifying potential problem areas related to progression of the Contract for resolution by the JV;
- (d) Proposing budgets for JV Costs and consolidating same and each Party's budget for review and approval of the Management Committee;
- (e) Monitoring and adjusting as necessary the allocation of the JV's Services and staffing between the Parties; and
- (f) Interpreting the Contract requirements and administering the Contract in accordance with the directions and subject to the authority of the Management Committee.

6.2.4. The Program Manager shall **not** have the following authority:

- (a) To make any guaranties on behalf of a Party or the Joint Venture (including a Form of Guaranty of or by the venture);
- (b) Perform any function or render any decision reserved for the Management Committee;
- (c) Undertake any Services or obligations by the Joint Venture not specifically required under the Contract;
- (d) Execute any change order above \$; and
- (e) Authorize any work without written authorization from the owner above \$.

6.2.5. Each month, the Project Manager shall submit to the Management Committee such reports as the Management Committee may require, including, but not limited to, a Project progress report noting any problem areas and an accounting of JV revenues and

expenses compared to budget, including, without limitation, JV Costs.

6.3. Key Personnel. The persons identified in the Contract will be assigned to the positions indicated therein. The Management Committee shall approve the final selection of any other key personnel and will approve the replacements of all key personnel. Each Party shall strive to submit their most qualified, available resources to fill each position proposed for the Project team and Management Committee, as well as those specific roles required by the Client. The Parties will review the available resources proposed for the Project team and select those who the Parties agree will provide the JV with the best prospect of winning the Contract and/or performing the services under the Contract.

6.4. Personnel furnished to the Joint Venture shall at all times be considered and remain the employees of their respective Joint Venture employer. No personnel will be seconded to the Joint Venture or employed directly by the Joint Venture.

6.5. Contract Negotiations and Execution. Each of the Parties shall have the right to attend and participate in Contract negotiations. The Management Committee shall establish negotiation parameters and shall approve or disapprove the form of Contract unanimously. If the Parties fail to reach unanimous agreement, this Agreement shall terminate, and no Party may compete for the Project or Contract either directly or indirectly, nor as an individual firm or in any combination with any other firm(s). Each Party shall sign the Contract on behalf of the JV.

Article VII. BUSINESS MANAGEMENT

7.1. Tax and Accounting.

7.1.1. **Ardmore Roderick** shall serve as the Managing Partner to handle and ultimately decide all tax, accounting, and financial matters. Notwithstanding, **Ardmore Roderick** shall work cooperatively to determine the JV's tax elections, including, without limitation, (i) preparing, or retaining an independent tax firm to prepare, partnership returns ("Tax Firm"); (ii) performing, or retaining an accounting firm (if not the Tax Firm) to perform, accounting on behalf of the JV ("Accountant"); and (iii) determining such other tax elections not provided for elsewhere herein as **Ardmore Roderick** deems appropriate, subject to the reasonable consent of the Management Committee. The Accountant shall perform banking and accounting services on behalf of the JV and maintain the books and accounting records, which it shall do in accordance with generally accepted accounting principles (GAAP); the costs thereof shall constitute JV Costs. During the term of this Agreement, the books and records shall be subject to inspection by the Parties, or their designated representatives, at any reasonable time. The results of any such inspections shall be reported to the Management Committee.

7.1.2. The books of accounts shall be maintained on the accrual basis of accounting for management and tax purposes.

7.1.3. The Managing Partner (or the Project Manager on behalf of the JV if so elected by the Management Committee) shall deposit all Capital Contributions and all sums received from the Owner and every other source in a bank account established exclusively for the JV ("JV Bank Account"), which JV Bank Account shall be separate from all bank

accounts maintained by any Party. All income or instruments for the payment of money received on behalf of the JV shall be payable only to the JV and shall be deposited in only the JV Bank Account. Amounts in the JV Bank Account shall be withdrawn by wire transfer, approved by two (2) persons from both Parties, who shall be designated by the Management Committee. Notwithstanding the foregoing, one representative from each Party will be given at least "view-only" access to the JV Bank Account(s).

7.1.4. At the end of each calendar year, or at such other time as the Management Committee shall direct, the Management Committee may elect to engage an independent auditor to audit the JV's accounts and records and shall furnish a copy of such audit to each Party. The audit shall include an accurate accounting of all income, liabilities, and disbursements of the JV. The costs of such audits shall constitute JV Costs.

7.1.5. **Ardmore Roderick** shall be reimbursed by the JV for reasonable costs and expenses incurred in the performance of its duties as Managing Partner pursuant to the procedure determined by the Management Committee. Such costs and expenses shall constitute JV Costs.

7.2. Taxes.

7.2.1. Notwithstanding any provisions hereof to the contrary, each of the Parties hereby recognizes that the JV will be treated as a partnership for state and federal income tax purposes, which status shall not expand the obligations or liabilities of the Parties. Notwithstanding any provisions hereof to the contrary, the Managing Partner shall elect under §6221 of the Internal Revenue Code of 1986, as amended (the "Code"), to be excluded from the partnership audit provisions of the Bipartisan Budget Act of 2015. The JV Partners recognize that this Agreement creates a partnership under Subchapter K of the Code and any similar state statute. Therefore, the JV shall cause the Managing Partner to prepare or cause to be prepared and file all tax returns that are required to be filed by or with respect to it. All tax returns shall be prepared in accordance with applicable law. The Managing Partner shall prepare, or cause to be prepared, any tax returns and statements, if any, that must be filed on behalf of the JV with any taxing authority after review and approval of the Management Committee. The costs of such tax services shall constitute JV Costs. Each Party shall be responsible for its own tax affairs arising out of or in connection with the JV.

7.2.2. The fiscal year for the JV shall be determined by the Committee upon the awarding of the Contract.

7.2.3. The JV shall make the following elections: (i) adopt the fiscal year as the annual accounting period; (ii) adopt the accrual method of accounting; and (iii) make other tax elections as the Management Committee may choose.

7.3. Record Keeping.

7.3.1. Records of the JV and Parties that the Contract requires to be kept subsequent to termination of the JV shall be kept at such place(s) as the Managing Partner may determine.

7.3.2. Each Party will keep separate, complete, and detailed records and books of account relating to its revenue and costs incurred for the Project. Such records and books of account shall be kept in accordance with GAAP. Upon five (5) days written notice, such records shall be subject to inspection by the other Parties during regular business hours at the reasonable cost and expense of the reviewing Party, subject to the terms of confidentiality as set forth herein and as may be required by the disclosing Party in a separate confidentiality agreement.

Article VIII. COMPENSATION

8.1. Budget. Each Party will prepare a budget for its Services. All budgets will be reviewed and approved by the Management Committee. Each Party shall give prompt written notice to the Project Manager of any anticipated budget overruns.

8.2. Compensation for Services.

8.2.1. Compensation for the Services shall be made upon mutual agreement of the Parties, following completion of negotiations of the terms of the Contract with the Owner and as set forth in Exhibit B attached hereto and incorporated herein by reference.

8.2.2. The Parties' interests in and to profits derived from the Contract, distribution of JV assets, and obligations with respect to Capital Contributions will be based upon the Parties' respective Participation Percentages in the JV, unless otherwise agreed by and between the Parties and set forth herein or in Exhibit A.

8.3. Invoices.

8.3.1. Each Party shall invoice the JV on a monthly basis for the reimbursement it is entitled to with respect to the Services it provides pursuant to the detailed scope of work and corresponding budget that has been established and approved by the Management Committee. Each invoice shall be supported by such documentation as the Contract and the Management Committee may require. Expenses incurred by any Party prior to the Effective Date of this Agreement in connection with submission of the Proposal, or otherwise, shall be the sole responsibility of the incurring Party and shall not be reimbursable by the JV unless approved and paid to JV by Owner as an Owner reimbursable expense.

8.3.2. The Project Manager shall incorporate the Parties' invoices and the JV Costs into a JV invoice (each an "Invoice" and collectively "Invoices"), and shall submit such Invoice to the Owner in accordance with the Contract.

8.4. Payment. Within ten (10) business days after receipt of payment from the Owner for submitted JV Invoices, the JV shall pay each of the Parties the sum approved and paid by the Owner connected with the respective Invoices to the extent otherwise reimbursable under this Agreement. Nothing contained in this Agreement shall be construed as obligating the JV to pay any Party until or unless it has received payment from the Owner for the amounts invoiced by such Party except as otherwise provided under this Article. The JV shall pay the Subcontractors pursuant to the terms of the

respective Subcontractor agreements, but in no event earlier than fifteen (15 business days following receipt of payment from the Owner (or such other timeframe as required by governing law for prompt payment).

8.5. Restrictions. If Services are not fully reimbursed by the Owner, responsibility for such deficiencies will be shared by the Parties in accordance with their respective Participation Percentages, except as set forth below:

8.5.1. If a Party's Services are not fully reimbursed by the Owner because of adjustments to its portion of the JV Invoice based on disallowed costs as determined by audit or otherwise under the Contract or because of defective work performed by a Party, the Party subject to the adjustment will be responsible for the loss, and no other Party or the JV will have any obligation to reimburse the Party.

8.5.2. If a Party mismanages its budget or fails to adequately calculate the costs necessary to perform its portion of the Services and such failure results in losses or inadequate compensation at the intended margins for the Services, that Party shall be solely responsible for such losses, including to the extent such mismanagement has resulted in cost overruns or inability to secure payment of same from the Owner.

Article IX. JOINT VENTURE COSTS

9.1. Definition. "JV Costs" are:

9.1.1. Expenses with respect to office space, software, hardware, and equipment and supplies for the Project Office;

9.1.2. Expenses associated with the operation of the Project Office;

9.1.3. Expenses for services provided by third parties, including, without limitation, the JV's subconsultants and Subcontractors, as authorized by the Management Committee;

9.1.4. Cost of the services of the JV's designated accountants, the costs of tax services and/or the independent auditor(s);

9.1.5. Expenses incurred for litigation or other legal services provided for and on behalf of the JV;

9.1.6. Expenses of licenses, bonds, letters of credit, and insurance incurred by the JV;

9.1.7. Expenses identified as JV Costs elsewhere in the Agreement; and

9.1.8. Other expenses that the Management Committee authorizes as JV Costs.

9.2. Reserves. The Management Committee shall have the right to set aside funds out of JV revenues to create a reserve if it determines it to be prudent for the operation of the JV's business, including, without limitation, sums the Management Committee deems necessary for the future payment of any JV Liabilities and obligations.

9.3. Unrecovered Expenses. With the exception of the provisions set forth in Article 8.5.2, if JV Costs are not fully recovered from the Owner, responsibility for such deficiency shall be shared by the Parties in accordance with their respective Participation Percentages.

9.4. Priority Payment. JV Costs incurred and reserves to be funded in accordance with this Article shall be paid before reimbursement is made to any Party for its Services or any profit or JV Asset distributions are made.

Article X. BONDS AND INSURANCE

10.1. Insurance. The JV shall secure the following levels of insurance:

10.1.1. 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 \$1,000,000 each accident, illness, or disease.

10.1.2. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, defense, and contractual liability. The Public Building Commission of Chicago, Board of Education of the City of Chicago, City of Chicago and any other User Agency must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work. Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

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

10.1.4. Professional Liability. Professional Liability Insurance with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Contract. The JV will maintain such coverage for two years after substantial completion of an awarded Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

10.1.5. Etc. In addition to the above-listed policies, the JV shall procure and maintain any additional insurance policies as may be required by the Owner.

10.2. If any Party has a claim under any insurance, the Party agrees to execute and deliver any and all documents necessary to effectuate its prompt and satisfactory settlement. The proceeds of any insurance claim will be used consistently with the provisions of Article 12.

Article XI. WORKING CAPITAL

11.1. Capital Contributions.

11.1.1. The Parties shall furnish all funds required in excess of JV revenues to provide cash for JV operations ("Working Capital") when and as required to perform the Contract, to discharge the JV liabilities and losses (together "JV Liabilities"), and to pay JV Costs. The Working Capital will be funded by each Party as a "Capital Contribution" (or "Capital Contributions" in the plural). The Parties shall make Capital Contributions in accordance with their respective Participation Percentages. Calculations of Working Capital requirements shall be made at least annually by the Management Committee.

11.1.2. If any Party borrows funds to pay its Capital Contribution, such borrowing and interest payable thereon shall be the sole and separate obligation of the Party and shall not be the debt or obligation of the JV.

11.2. Failure to Make Capital Contribution.

11.2.1. If any Party fails or is unable to provide the full Capital Contribution within the time specified, the Project Manager on behalf of the JV shall send an additional notice to the Party setting forth the amount unpaid and the date it was due. The Party not having deposited its Capital Contribution shall have a further period of ten (10) business days to make such Capital Contribution. If, at the end of such ten (10) business day period, such Party fails or is otherwise unable to provide its full Capital Contribution, from that date forward, at the Management Committee's election the Capital Contribution may be deducted from the next payment(s) from the Owner due to such Party until the Capital Contribution obligation is fulfilled or such Party shall have no right to receive its share of profits until such time as the withheld share of profits equals the unpaid Capital Contribution. The Project Manager shall deposit the withheld share of profits into the Capital Account. Notwithstanding the foregoing, nothing contained herein will increase or decrease the liability of the Parties for losses and liabilities for which they are otherwise responsible.

11.2.2. Upon a Party's repeated failure to make Capital Contributions, or the failure of the withholding of profits to offset the unpaid Capital Contribution(s), the Party who failed to make such Capital Contributions shall be deemed a "Non-Contributing Party". Thereafter, the other Party (the "Contributing Party") may compel, via an injunction or any other means available at law, the Non-Contributing Party to make such additional Capital Contribution(s).

11.3. No Refunds. Except as otherwise expressly provided in this Agreement, none of the Parties will be entitled to withdraw or demand a refund or return of any Capital Contributions or any interest thereon.

Article XII.
INDEMNIFICATION AND LIABILITY OF THE PARTIES

12.1. Allocation of Liability.

12.1.1. The Parties' obligations under the Contract will be based upon joint and several liability, if required by the Owner, and to the degree the JV is not able to secure modified terms providing for a comparative negligence standard, then it will accept such liability. Otherwise, all obligations and liabilities under this Agreement, between the Parties, and as set forth in all derivative agreements shall be based upon a comparative negligence standard. The Parties each acknowledge and agree that they shall endeavor to negotiate the inclusion of limitation of liability provisions in the Contract, which shall provide for the protection of the JV and each Party individually, as well as a waiver of consequential, special and other indirect damages. Notwithstanding the foregoing, as between the Parties, any liability that the JV or any Party may incur arising out of the Contract, the performance of the Services (irrespective of which Party has been assigned to perform them or if they have been subcontracted by the JV), or arising out of this Agreement, shall be allocated between the Parties in accordance with Parties' Participation Percentages under Article 4.1, except as set forth below:

- (a) Liability or related losses to the extent covered by insurance carried by the JV (or by the Owner if the Contract provides for wrap-up insurance) shall not be apportioned between the Parties; provided, however, any deficiency therein first shall be allocated between the Parties in accordance with subsections (b) through (g) below, if applicable, and otherwise in accordance with the Parties' Participation Percentages under Article 4.
- (b) In accordance with Article 13, liability or losses sustained by the Surviving Parties or incurred by the JV as a result of a Default shall be assumed solely by the Defaulting Party.
- (c) Liability or related losses caused by a specific Party will be assumed by that Party based upon a comparative negligence standard whereby the Party shall be responsible for its proportionate share of fault, failure, and negligence, to the extent and degree thereof, as determined by an allocation of fault pursuant to either an agreement between the Parties or a finding made by the trier-of-fact in a judicial proceeding. The supervision by the Project Manager shall not be construed as creating a shared liability unless the Project Manager either failed to act in accordance with its duties or had direct and active involvement in the matter that was the proximate cause of the liability.
- (d) Liability or related losses resulting from claims made by an employee of the Party, including, but not limited to, work related injuries or death, or in any way arising out of matters based on the employee-employer relationship, including, without limitation, the payment of unemployment taxes, withholding taxes, and employment benefits, will be assumed solely by the Party who employs such person.
- (e) Liability for bodily injury, death, or property damage suffered by anyone other than the Parties or their employees, where the Parties are deemed to be at fault, shall be

apportioned between the Parties based on their proportionate degree of fault, failure, and negligence, including the fault, failure, and negligence of their respective employees. To the degree they cannot be fully or adequately apportioned, then the remainder shall be apportioned based upon the Parties' Participation Percentages under Article 4.

(f) Liability for economic losses suffered by the Owner shall be apportioned between the Parties based on their proportionate degree of fault, failure, and negligence, including the fault, failure and negligence of their respective employees. To the degree they cannot be fully or adequately apportioned, then the remainder shall be apportioned based upon the Parties' Participation Percentages under Article 4.

(g) Liability or related losses arising out of the gross negligence or willful misconduct of a Party or a Party's employee shall be assumed by that Party.

(h) Liabilities, including reasonable attorney fees, arising in any manner from submission of any false statements or certifications by a Party in connection with the Proposal or the Contract shall be borne solely by the submitting Party.

12.1.2. Excluding the liabilities or related losses set forth above in subsections (a) through (g), as it relates to liability of the Parties as individuals, and in accordance with the provisions set forth in Article 12.1.3, below, each Party agrees to indemnify and hold harmless the JV and other Parties from any and all claims, losses, and liabilities (including those to a surety or letter of credit provider, costs, and attorneys' fees) of the JV arising under the Contract, the performance of the Services, or this Agreement, where such claims, losses, and liabilities are in excess of such other Party's Participation Percentage, irrespective of such other Party's fault, negligence, or strict liability. With respect to the liabilities allocated in Subsections (a) through (g), the Party to whom such liability is allocated shall indemnify and hold harmless the JV and the other Parties from any and all such claims, losses, or liabilities set forth in such subsections (including without limitation, those to a surety or letter of credit provider, costs, and attorneys' fees).

12.1.3. If a Party discharges liabilities or pays any related losses that are in excess of its Participation Percentage or proportionate degree of fault, failure, or negligence, the non-paying Party shall promptly reimburse the paying Party the amount of such losses and liabilities so paid and discharged to the degree they are in excess of the paying Party's Participation Percentage or proportionate degree of fault, failure, or negligence, so that each Party will then have paid its proportionate share of such losses and liabilities to the full extent of its Participation Percentage under Article 4 or proportionate degree of fault, failure, or negligence, whichever is greater.

12.1.4. If a Party discharges liabilities or pays any losses that have been allocated to another Party pursuant to subsections (a) through (g), above, the Party responsible for such liabilities and losses shall reimburse the other Party the amount of such losses paid and liabilities discharged within ten (10) calendar days of payment thereof.

12.1.5. The indemnification obligations assumed under this Agreement are made in consideration of \$1 from each Party, which is to be paid as part of the compensation to which the Party is entitled under this Agreement, and which the Parties agree is adequate

and sufficient.

12.2. Interim Allocation. If a dispute arises between the Parties as to the extent of liability or related losses that each Party shall bear, each Party shall provisionally assume a share of such liability in proportion to its Participation Percentage under Article 4 until the dispute is resolved.

12.3. No Consequential Damages. Except for damages that are claimed by the Owner, sureties, Subcontractors, subconsultants, or third parties, and which cannot be disclaimed, in no event shall any Party be liable to any other Party for any incidental, indirect, special, consequential, or punitive damages arising directly or indirectly under or in connection with this Agreement or performance of the Contract, irrespective of fault, tort (including negligence), strict liability, breach of contract, or otherwise.

12.4. Applicability. The limitations on and apportionment of liability and indemnity and hold harmless obligations expressed in this Agreement shall extend to the officers, directors, employees, and any entity directly or indirectly controlling, controlled by, or under the common control of a Party (each, an "Affiliate", and collectively, "Affiliates").

12.5. Joinder. Notwithstanding any other provision of this Agreement to the contrary, in the event either Party is named as a Defendant in a claim or lawsuit by the Owner or a third party, and the Party named as a Defendant has a right of indemnification or contribution under this Joint Venture Agreement from the other Party, the other Party hereby irrevocably consents to join in the suit as a named party (either as co-defendant or cross-defendant), for purposes of determining liability under this Joint Venture Agreement. This mandatory joinder shall apply regardless of whether the unnamed Party has been nonsuited, dismissed, or enjoys statutory or other immunity.

Article XIII. DEFAULT

13.1. Defaulting Party. A "Default" shall occur under this Agreement, and the Party who committed such Default shall be referred to as the "Defaulting Party", if such Party (i) files a petition in bankruptcy or for reorganization; (ii) files a certificate of dissolution by election, by an order of a court of competent jurisdiction, or by operation of law; (iii) makes a general assignment for the benefit of creditors or becomes insolvent; or (iv) materially breaches any of its obligations hereunder and fails to cure such breach within thirty (30) days following notice thereof by any other Party hereto. Material breaches include, but are not limited to, a Party's failure to provide competent and acceptable staff, failure to meet time constraints, and failure to perform in accordance with generally accepted standards applicable to the work and the Services.

13.2. Impact of Default.

13.2.1. Upon the occurrence of a Default, the other Party (referred to as the "Surviving Party") shall, upon notice or discovery thereof, do whatever is necessary to continue performing the Contract.

13.2.2. After the occurrence of a Default, the administrators, trustees, and representatives of the Defaulting Party shall have no right to participate in the administration of the JV, to vote on the Management Committee, or to receive any distribution of funds from the JV.

- 13.2.3. The Defaulting Party's share of profits and JV revenue at the time of such Default shall be placed in a special account until the JV accounts are closed, from which there shall be deducted all additional expenses, if any, incurred by the Surviving Parties as a result of such Default. The Surviving Party shall be solely entitled to all compensation arising from all Services performed after the date of such Default.
- 13.2.4. Notwithstanding anything to the contrary set forth in this Agreement, the Defaulting Party shall be liable for all losses sustained by the Surviving Party that are incurred by the JV as a result of such Default, as well as all losses and liabilities of the JV resulting from such Default, in accordance with the terms of this Agreement.
- 13.2.5. In the case of a Default, the Defaulting Party shall turn over to the Surviving Party all plans, data, drawings, and all other documents and information relating to the Project that are in its possession or control, which it shall do immediately upon the occurrence of the Default.
- 13.2.6. Upon the occurrence of a Default, the Surviving Parties may elect to terminate the JV, subject to the terms of the Contract; provided, however, that such termination shall not relieve the Defaulting Party of any claims, liabilities, or losses arising from the Default.

Article XIV. DISPUTE RESOLUTION

- 14.1. Management Committee. The Parties shall endeavor to avoid impasses arising out of or relating to the Contract or this Agreement and agree to approach issues with a spirit of compromise given the objectives of the JV and the relationship between the Parties. The Parties shall attempt in good faith to promptly resolve all controversies and disputes arising out of or relating to the Contract or this Agreement by negotiations between the members of the Management Committee.
- 14.2. Senior Executives. If any matter cannot be resolved by the members of the Management Committee, the dispute shall be referred to a Senior Executive (Executive Vice President or higher) of each Party, who shall have authority to settle the dispute on behalf of the Parties. Within ten (10) days of the dispute being referred to said Senior Executives, the Parties shall exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place, and attaching relevant documents. The Senior Executives shall meet for negotiations within ten (10) days of the exchange of such memoranda at a mutually agreed time and place.
- 14.3. Mediation. If the dispute has not been resolved within thirty (30) days of the meeting of the Senior Executives, as set forth above, the Parties shall attempt in good faith to resolve the controversy or claim by non-binding mediation. Notwithstanding the above, should there be an imminent project need or matter that (1) affects or threatens the orderly or timely progress of the Project, (2) would result in a potential breach of the Contract by the JV, and/or (3) is a circumstance that could give rise to assumption of material risk or liability by or on behalf of the JV, then the matter shall be decided by **Ardmore Roderick** to ensure proper continuation of the Project, and, should the Parties disagree with **Ardmore Roderick** determination, it shall be remitted to Mediation within five (5) business days thereafter to resolve same.

14.4. Failure to Resolve. If the dispute has not been resolved by the non-binding mediation procedure within sixty (60) days of commencing mediation, any Party may initiate litigation, or the Parties may mutually agree to submit the dispute to binding arbitration.

14.5. Extension of Deadlines. All deadlines specified in this Article may be extended by mutual agreement of the Parties.

14.6. Exclusive Dispute Resolution. The procedures specified in this Article shall be the sole and exclusive procedures for the resolution of disputes between the Parties arising out or relating to the Contract or this Agreement; provided, however, that a Party may seek a preliminary injunction or other preliminary judicial relief, if, in its reasonable judgment, such action is necessary to avoid irreparable damage. Despite such action, the Parties shall continue to participate in good faith with the procedures specified in this Article. In no event shall this Article expand or extend statutes of repose or limitation applicable to said disputes.

14.7. Owner Disputes. The provisions of this Article do not apply to, and are not controlling with respect to, any disputes between the JV and the Owner. Resolution of such disputes shall be governed by the Contract.

Article XV. CONFIDENTIALITY

15.1. Confidential Information Defined. "Confidential Information" shall mean the documents, drawings, data, and other information and items received from a Party or developed by any Party in furtherance of the Contract; provided, however, that no document, drawing, data, or other information or item will constitute Confidential Information irrespective of the designation if it: (i) is or becomes in the public domain; (ii) was previously known to the other Party; (iii) was independently developed by the other Party; or (iv) comes into the other Party's possession from another party owing no obligation of confidentiality.

15.2. Non-Disclosure. During the term of this Agreement, and for two (2) years after termination hereof, each Party shall use Confidential Information received from the other Parties only for the performance of the Contract and this Agreement, and shall not disclose, transmit, or make available to third parties (other than employees, Affiliates, or subconsultants/Subcontractors) such Confidential Information unless prior written authorization is obtained from the Party providing the Confidential Information. This non-disclosure obligation shall not extend to Confidential Information that is required to be disclosed pursuant to a legal proceeding, legislative process, or by law; provided that the Party whose disclosure is so required shall first give prompt written notice thereof to the Party who provided the Confidential Information and affords such Party the right to contest the disclosure thereof.

Article XVI. MISCELLANEOUS PROVISIONS

16.1. Notices. All notices required to be given under any provision of this Agreement by either Party hereto shall be given by first class mail, addressed to the office of the Party named in this Agreement, as set forth below:

Rodriguez

65 E. Wacker Pl.
SUITE 1501
CHGO, IL. 60661

Attention: OSVALDO RODRIGUEZ
Title: PRESIDENT

The Roderick Group, Inc. dba
Ardmore Roderick

1327 W. Washington Blvd. Ste 105
Chicago, IL 60607

Attention: Rashod Johnson, PE
Title: PRESIDENT & CEO

16.2. Amendment. This Agreement may be modified or amended in writing. Amendments will be initiated by the Parties or by the Management Committee and executed by an authorized officer of each Party.

16.3. Intellectual Property. This Agreement does not expressly or impliedly grant to any Party the ownership or the right to use the intellectual property owned or controlled by any other Party. All copyrights, design rights, patents, trademarks, trade secrets, and other intellectual property rights that a Party owns or has prepared prior to the Effective Date shall remain the property of such Party, and the other Parties shall have no rights with respect thereto. All intellectual property rights in all data prepared or developed by the JV shall be jointly owned by the Parties, with each Party granting a non-exclusive, irrevocable, royalty-free license to the other Party to use, copy, or modify such data in furtherance of the JV and execution of the Services and the Contract. All software, systems, and know-how made available by one Party shall remain the property of such Party.

16.4. Review of Records. Subject to confidentiality and privilege, each Party may reasonably review and copy those relevant records and documents of any other Party upon reasonable notice, provided such records and documents are germane to the performance, compensation, or other terms and conditions of the Contract or this Agreement and there is a valid business purpose for the requesting Party so needing same.

16.5. Assignment of Interest. Except for a Party's Affiliates, no Party shall sell, assign, transfer, mortgage, pledge, or in any manner encumber its interest in the JV or the Contract, or in any other instrument or obligation of the JV, or in any proceeds from the Contract, without the approval of all Parties. Subject to the foregoing provisions, this Agreement shall enure to the benefit of, and be binding upon, the Parties, their successors, trustees, assigns, receivers, and legal representatives.

16.6. Subcontracting. No portion of the Services to be performed under the Contract shall be assigned or subcontracted to any person, firm, or corporation (other than the Parties or their Affiliates), without the prior approval of the Management Committee. Purchase orders and subcontracts entered into by or on behalf of the JV for the procurement of goods or services shall, at a minimum, contain appropriate flow-down language reflecting the terms and conditions of the Contract and this Agreement.

16.7. Third Party Beneficiaries. Other than the benefits extended to the Affiliates of the Parties, nothing in this Agreement shall create, or be construed to create, any third-party beneficiary rights in any person not a signatory to this Agreement. This Agreement has been made solely for the benefit of the Parties and their Affiliates, and their respective successors and permitted assigns to the extent provided in this Agreement, and no other party shall acquire or have any rights, express or implied, under or by virtue of this Agreement.

16.8. Exclusivity. During the term of this Agreement, no Party shall, without the approval of the Management Committee, seek to perform services in connection with the Project independently of the

JV.

16.9. Publicity. The Management Committee shall establish a protocol with respect to public relations and media contacts related to the Project, this Agreement, and the Contract. The Parties agree to comply with, and to require their respective employees and subconsultants or subcontractors to comply with, such protocol. No Party shall issue any press releases or statements to the press or conduct media interviews in contravention of such protocol without the prior consent of the Management Committee.

16.10. Fair Operation of Contract. In entering into this Agreement, the Parties recognize that it is impracticable to make provisions for every contingency that may arise during the term of the JV. Therefore, the Parties shall interpret this Agreement based upon principles of fairness, and if, an infringement of these principles is anticipated or disclosed, then the Parties shall promptly consult together in good faith in an endeavor to agree upon such action as may be necessary to remove the cause(s) of such infringement.

16.11. Ethical Business Practices. Each Party agrees that it shall comply with all applicable laws. Each Party agrees that they have not made and will not make payments of anything of value either directly or indirectly to any person (whether a government official or private person) for the purpose of illegally or improperly assisting the JV. Each Party is committed to abiding by ethical business practices.

16.12. No Waiver. A Party's failure to exercise its rights hereunder or to demand the obligations owed to such Party by the other Party shall not constitute a waiver thereof.

16.13. Further Assurances. Each Party agrees to undertake such further acts and to execute and deliver such additional instruments and documents as may be reasonably required in furtherance of the intent of this Agreement.

16.14. Priority. This Agreement represents the entire agreement between the Parties and supersedes all prior written and oral agreements between the Parties with respect to the subject matter hereof.

16.15. Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions. If any provision of this Agreement is unenforceable for any reason, that provision shall be appropriately limited and given effect to the extent that it may be enforceable.

16.16. Governing Law. This Agreement shall be governed by and construed, enforced, and interpreted under the laws of the State of Illinois, without regard to its laws relating to conflict or choice of laws. Any dispute, claim, action, or suit arising out of or relating to this Agreement may only be brought exclusively in a court of competent jurisdiction in the State of Illinois.


16.17. Headings. All headings and captions in this Agreement are for convenience only, and are not intended to define, limit, extend, or describe the meaning or intent of any provision of this Agreement.

16.18. Counterparts. This Agreement may be executed in any number of counterparts, and by the Parties in separate counterparts, each of which shall be deemed to be an original and all of which

when taken together constitute one and the same Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement the day and year first written above.

Rodriguez and Associates Inc.

By: 
Name: OSVALDO RODRIGUEZ
Title: PRESIDENT

The Roderick Group Inc., d/b/a Ardmore Roderick


By: 
Name: RASHAD R. JOHNSON
Title: PRESIDENT & CEO

EXHIBIT A
Allocation of Services by Parties

[annexed hereto via Awarded Contract and JV Proposal to Client]

The executed Contract with the Owner along with the JV's final submitted Proposal and final and agreed upon staffing and pricing will be annexed to this Agreement. Individual JV Parties' specific scope, staffing, and pricing will be located within those documents. As scope for the JV grows or decreases, every effort will be made to maintain the same percentage share of overall staffing and fees as previously listed in this Agreement.

EXHIBIT F
KEY PERSONNEL

(KEY PERSONNEL FOLLOW)



ARDMORE
RODRIGUEZ

Public Building Commission of Chicago

Project Development Services PS3005

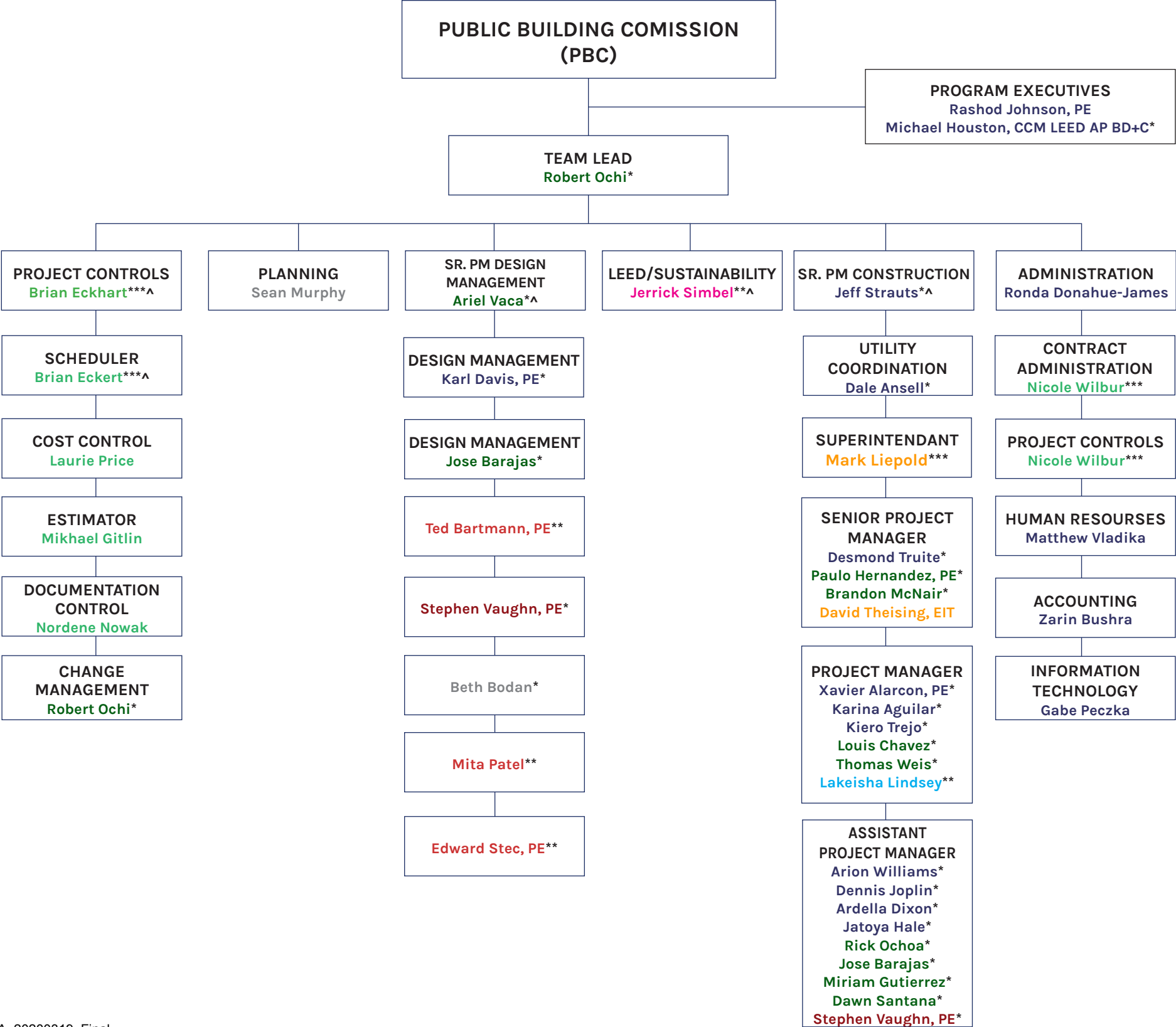
TEAM KEY

Ardmore Roderick
Rodriguez and Associates
AAA
CBRE
CERA Solutions
McNitt Consulting
Primera Engineers
SP Murphy
Synov Group

^Key Personel

*MBE-certified

**WBE-certified



Ardmore Roderick Rodriguez Associates Joint Venture
Key Personnel

Name	Proposed Role	Firm
Robert Ochi	Team Lead	ARRAI JV
Jeffrey Strauts	Sr. PM / Consturction Lead	ARRAI JV
Ariel Vaca	Sr. PM / Design Manager	ARRAI JV
Paulo Hernandez	Sr. PM	ARRAI JV
Brandon McNair	Sr.PM	ARRAI JV
Desmond Truite	Sr. PM	ARRAI JV
Louis Chavez	PM	ARRAI JV
Thomas Weis	PM	ARRAI JV
Xavier A. Alarcon	PM	ARRAI JV
Karina Aguilar	PM	ARRAI JV
Kiara Trejo	PM	ARRAI JV
Dawn Santana	APM	ARRAI JV
Miriam Gutierrez	APM	ARRAI JV
Jose Barajas	APM	ARRAI JV
Arion Williams	APM	ARRAI JV
Ardella Dixon	APM	ARRAI JV
Jatoya Hale	APM	ARRAI JV
Dennis Joplin	APM	ARRAI JV
Rick Ochoa	APM	ARRAI JV

Robert Y. Ochi On-Site Team Lead Change Management

Robert Y. Ochi returned to Rodriguez and Associates, Inc. (RAI) in 2007 after managing several complexed, large scale Capital Projects for the University of Chicago Facilities Services, Public Building Commission of Chicago, Chicago Park District, Chicago Housing Authority and the Chicago Public Schools. Robert has more than 28 years of acquired experience in Development, Programing, Planning, Design and Construction Management, with a proven record of accomplishment for working collectively within a multidiscipline team consisting of owners, stakeholders, consultants and city regulatory agencies.

Robert's background in both architecture and construction provides the management skillset to implement detailed-oriented management and administrative processes that incorporates Best Practices for Program/project management in a collaborative approach. His experience in large Capital Improvement Programs integrates fundamental communication practices designed to expedite client objectives and achieve Program/project goals.

Years of Experience

28

Education

Purdue University 1990
Bachelor of Science
Construction Management

Purdue University 1987
Associates of Science
Architectural Technology and Civil
Engineering Technology

University of Chicago 2005
Graham School of General Studies
Project Management Institute
Certificate Project Management and
Process

Activities

Andrean High School 2014-16
Varsity Golf Coach
Assistant Varsity Baseball Coach
2017-18

As the firm's Senior Executive Vice President | Director of Marketing, Robert oversees all client relationships and pursues business opportunities that align the firm's strengths in program and project/construction management. Robert also manages the day-to-day operations of Rodriguez and Associates, Inc. Robert understands the critical nature of effective and timely communication with clients to provide intuitive project management reporting, managing all aspects of a particular client's requirements to ensure all contractual obligations and expectations are achieved.

Area of Experience and Expertise

- Project Feasibility, Conceptual Master Planning and Development
- Pre-Design and Conceptual Programing / Development
- Program and Project Strategic Planning and Development
- Design/Constructability Peer Reviews and Management
- Physical Condition Assessment Reports/Studies/Cost Modeling
- Client Communication and Management
- Change Management/ Change Orders Execution
- Regulatory Compliance for Zoning and Planned Development Projects/Programs
- Construction Administration and Oversight
- Project and Program Conceptual Cost Estimating
- Design and Scope Management
- Program/Project Schedule Management and Development
- Project Scheduling/Site Logistics/Phased Moving and Implementation Management
- Project Turnover and Activation
- Project Closeout (Construction and Financial)
- Project Auditing and Evaluation
- Project Delivery / Procurement and Solicitation Development (RFP/RFQ/IFB)
- Quality Assurance and Quality Control Process Development

Relevant and Selective Project Experience

- **New Andrean College Preparatory High School and Campus (Phase I and Phase II) (Feasibility Study/Project Development | Planning/Programing)**
Diocese of Gary w/ Andrean High School – Merrillville, Indiana 46410 Overall (Estimated) Project Value: \$48,000,000 to \$55,000,000
Senior Executive Vice President

The Diocese of Gary and Andrean High School engaged Robert Ochi and Rodriguez and Associates, Inc. to manage and conduct a comprehensive condition assessment of the existing 60-year-old campus/ facilities to determine the viability of the building continuing into the 21st century. The study also included a conceptual estimated costs to renovate and modernize the existing campus or initiate the site selection for a new site and campus. With the approval of Bishop Hying of the Diocese of Gary, the project is moving forward to Space Programming and in the fall of 2018.

- **Obama Presidential Center(Phase I) (Feasibility Study/Conceptual Cost Modeling | Planning)**

Obama Foundation Overall (Estimated) Project Value: \$315,000,000

Senior Executive Vice President

The Foundation commissioned Faithful+Gould to assist the Foundation and its Architectural team of Tod Williams Billie Tsien Architects and Interactive Design Architects with the development of an accurate Cost Model and analyses of the probable construction costs of the Obama Presidential Center (OPC).

Robert worked within the design and project development team to establish conceptual cost models from the space programming requirements and initial concept designs for both the site (landscaping) and buildings (Library/Center, Archives and Fieldhouse). It also included site development/improvement costs for street vacations, extensive utility relocations, CDOT coordination and review of alternate parking garage locations.

- **New Malcolm X College and School of Health Sciences (Site Demolition | Site Development | New Construction)**

City Colleges of Chicago – Chicago, Illinois Overall Project Value: \$251,000,000 Construction Value: \$211,000,000

Project Executive | Senior Project Manager

City Colleges of Chicago developed their overall strategic plan that aligns their Colleges to Careers initiatives with the design of the new \$203 million, 529,000 sq. ft., LEED Gold Malcolm X College and School of Health Sciences building and 1,200 car-parking garage. The new campus on the near west side will be built in partnership with a diverse group of industry leaders from the medical and health science, including Rush University Medical Center, University of Illinois Medical Center, Cook County Hospitals and Northwestern Memorial Hospital. Robert was responsible for the development of the project delivery method for the design and construction, including content for the Request for Proposal for professional services and Request for Proposal for Construction Manager at Risk. Also responsible for Peer review process, Site Preparation development and Utility coordination and assisting with the procurement of Independent Materials Testing services, Compliance Consultant and Commissioning Agent.

- **University Of Chicago Law School Renovation (Project Programming | Planning | Project Management)**

University of Chicago Facilities Services - Chicago, Illinois Overall Project Value: \$28,400,000 Construction -FF & E Value:\$23,800,900

Senior Project Manager w/ University of Chicago Facilities Service

Senior Project Manager working within Facilities Services Design and Construction division responsible for medium and large-scale construction projects. I was involved with the planning/program development of each of the project under my management, including the development of project scope, budget and schedule in coordination with the various schools and end users. The other tasks associated with the management role included validation of cost estimates, design standards, expedite permitting and zoning requirements, building code analysis verification, building design methodologies, schedule and phasing development and management, project communication and budget development.

- **Verizon Wireless Corporate Midwest Headquarters Office Renovation (Renovation Modernization | Phasing Scheduling Logistics)**

Verizon Wireless Midwest – Schaumburg, Illinois Overall Project Value: \$4,500,000 Construction Value: \$3,690,000

Senior Project Manager/Executive

Senior Project Manager/Owner's Representative for Verizon Services Operations to provide complete project management services for the complete interior renovation of their Midwest Corporate Headquarters located in Schaumburg, Illinois. The project required design, construction and property management from the initial programming, design phases, bidding, value engineering, award recommendations, construction administration and project closeout. This project also required extensive construction phasing and moving logistics to keep the day-to-day operations the project also included coordination with the property manager for the development of project funding, budget (Cost) limits and the overall payment process approval.

- **Taylor-Lauridsen, Jesse Owens, Valley Forge and Haas Fieldhouse and Park (Program and Project Management | Development)**

Chicago Park District and Public Building Commission of Chicago Overall Project Value: \$30,345,000 Construction Value: \$23,980,900

Senior Project Manager

Robert was responsible for complete management and development of the Chicago Park District's new Prototype Fieldhouse for the Public Building Commission of Chicago. The process involved the management of multiple consultants and departments within the Park District's organization and in conjunction with various city agencies to develop a new building prototype from planning to conceptual design, design, bidding and construction. This process included the careful development of each project budget, identifying costs associated with planning, building construction, professional fees and regulatory costs. During the design phase, my management responsibilities were to develop and maintain logical project schedules, monitor cost estimates within the budget requirements, control the design process for conformance to approved program requirements, standards and process necessary changes to the project. Another role during the design phase was to develop and maintain a peer review process that would increase the completeness/quality of the contract documents and mitigate possible project cost increases. In bidding phase, my



Jeffrey Strauts

Construction

Mr. Strauts has over 15 years of experience in the construction industry including carpentry, general contracting, field supervision and inspection, program management and construction management.

Education

Carpenters Apprentice School |
Member Local 363

Hope College | Holland, MI 1994-
1997

Certifications

OSHA 30 Hour

City of Chicago Supported/
Suspended Scaffold Card, Central
Business District

OSHA Excavation Competent Person

OSHA Fall Protection Competent
Person

First Aid / CPR Certified

Ardmore Roderick | Project Involvement

Public Building Commission | Capital Development Program

This program includes work for Chicago Public Schools, Chicago Park District and the Fleet and Facilities Management. Mr. Strauts is Project Manager for projects such as schools, field houses, boat docks, police stations, fire stations and libraries.

Related Project Experience

Gilbane Construction Company | Chicago Housing Authority Capital Construction Department

For this project, Mr. Strauts served as Field Manager responsible for reviewing documents for scope, quality assurance, quality control and constructability prior to bidding process. Mr. Strauts also reviewed bids for scope and was involved in bidding process through award recommendation. He scheduled coordination for individual school projects consisting of planning with restrictive summer critical and short timeframes as well as planned adequate manpower for projects to support each schedule. Mr. Strauts was responsible for daily site inspections and daily written reports as well as attending weekly OAC meetings.

Tishman Construction and Lend Lease Construction | Chicago Public Schools Capital Improvement Program

As Senior Area Construction Manager, Mr. Strauts reviewed construction documents for scope, quality assurance, quality control and constructability prior to bidding process. Jeffrey Strauts also was responsible for reviewing bids for scope and was involved in the bidding process through award recommendation, scheduled coordination for individual school projects which consisted of planning with restrictive summer critical and short timeframes and planned adequate manpower for projects to support each schedule. He also provided daily site inspections and daily written reports as well as attending weekly OAC meetings.

Mr. Strauts served as Foreman/Project Foreman/ Superintendent for the following projects:

- Forestview Educational Center, District 214, Arlington Heights, IL
- Central DuPage Hospital, Mother/Baby, Ambulatory, Bed Tower Additions, Winfield, IL
- Palmolive Building Remodel, Chicago, IL
- Palmer House Remodel, Chicago, IL – largest hotel renovation in US under operation
- Loyola University Heart Hospital Bed Tower Addition, Maywood, IL
- Sidley Austin 17th 20th 22nd Floor Remodel. Executive 37th Floor Remodel. Chicago, IL
- Neocon World Trades Show, Merchandise Mart, Chicago, IL
- Elder Hall Remodel, Northwestern University, Evanston, IL
- Rivers Casino, Des Plaines, IL



Related Project Experience Continued

Site supervision for these projects included daily site inspection to ensure construction in accordance with approved submittals and contract documents, answering questions from the trades, resolving problems and facilitating information to the trades. Mr. Strauts also assisted MEP coordination meetings and provided MEP support and oversight in the field. Site supervision and construction management of all trades included scheduling coordination, quality control/quality assurance, site logistics and safety. Mr. Strauts was a Project Foreman with carpentry skills and also served as Project Superintendent for multiple sectors of both privately and publicly funded projects. For these projects he conducted daily Task Hazard Awareness meetings and weekly Toolbox Talks to maintain OSHA requirements. Mr. Strauts has a proficient knowledge of OSHA 1926 CR requirements and application of requirements if actual settings on site.

Ariel Vaca Design Management



Ariel Vaca joined Rodriguez and Associates, Inc. (RAI) in 2008, bringing over 14 years of Management experience for public sector Capital Improvement Programs and Projects. The work experience gained while a project manager at City Colleges of Chicago and the Public Building Commission of Chicago has provided Ariel with the skill set to collaboratively manage and execute client requirements and objectives within a multidiscipline team consisting of owners, stakeholders, consultants and city regulatory agencies.

With a solid background in both architecture and construction, Ariel's management and administrative experience enables his skills to develop, implement and manage detailed-oriented standards and processes that incorporate Best Practices for a collaborative approach intended to expedite client objectives, expectations, program requirements and achieve strategic goals.

As a Design Manager, Ariel has had key roles in both core Program responsibilities and project specific tasks that align the firm's strengths in program and project/construction management. Ariel understands the critical nature of effective and timely communication with clients to provide intuitive project management reporting, managing all aspects of a particular clients requirements to ensure all contractual obligations and expectations are achieved.

Years of Experience

18

Education

University of Illinois at Chicago
1997
Bachelor of Science
Architecture

Area of Experience and Expertise

- Project Feasibility - Conceptual Master Planning and Development
- Pre-Design and Conceptual Programing / Development
- Program and Project Strategic Planning and Development
- Design Management and Constructability/Peer Reviews
- Development of Program Standards
- Client Communication and Management
- Change Management/ Change Orders Execution
- Regulatory Compliance for Zoning and Planned Development Projects/Programs
- Construction Administration and Oversight
- Project and Program Conceptual Cost Estimating
- Design and Scope Management
- Program/Project Schedule Management and Development
- Site Logistics/Phased Moving and Implementation Management
- Project Turnover and Activation – Project Closeout (Construction and Financial)
- Project Auditing and Evaluation (Lessoned Learned)
- Project Delivery / Procurement and Solicitation Development
- Quality Assurance and Quality Control Process Development

Activities | Skills:

Primavera P6 Scheduling Program

Relevant and Selective Project Experience

- **New Malcolm X College and School of Health Sciences (Site Regulatory Development (PD) | Programming)**
City Colleges of Chicago – Chicago, Illinois Overall Project Value: \$251,000,000 Construction Value: \$211,000,000
Senior Project Manager
City Colleges of Chicago developed a strategic plan that aligns their Colleges to Careers initiatives with the design of the new \$203 million, 529,000 sq. ft., LEED Gold Malcolm X College and School of Health Sciences building and parking garage. The new campus on the near west side will be built in partnership with a diverse group industry leaders from the medical and health science, including Rush University Medical Center, University of Illinois Medical Center, Cook County Hospitals and Northwestern Memorial Hospital. Ariel was responsible for the development of the project delivery method for the design and construction, including content for the Request for Proposal for professional services and Request for Proposal for Construction Manager at Risk. Also responsible for Peer review process, Site Preparation development and Utility coordination and assisting with the procurement of Independent Materials Testing consultant, Compliance Consultant and management of the Planned Development process with the intergovernmental agencies.

- **Southeast Elementary School (Overall Project Management- Design and Construction)**

Public Building Commission of Chicago - Chicago, Illinois Overall Project Value: \$31,520,000 Construction Value:\$28,661,406

Senior Project Manager (Design and Construction)

Senior Project Manager responsible for the overall management for the development, design and construction of a new 111,000 sq. ft. 1,200 student elementary school for the Chicago Public Schools on the far southeast side of Chicago. The 3-story building includes 44 academic classrooms, 3 science labs, 2 computer labs, 2 music rooms, full kitchen and dining facility. The school site will include a 51-car parking lot, extensive site improvements with new sidewalks and driveways.

The project involved project formulation, budget / Scheduled management with coordination with the various schools administrators and end users. The other tasks associated with the management role included validation of cost estimates, design standards, expedite permitting and zoning requirements, building code analysis verification, building design methodologies, schedule development and management, change management, procurement expedition, project communication and budget development.

- **2013 School Investment Program (Program and Project Management)**

Public Building Commission of Chicago – Chicago, Illinois Approximate Overall Program Value: \$98,300,000

Senior Project Manager

Senior Project Manager responsible for program development, design and construction management for a high complex and accelerated Design/Build program delivery method intended to renovate and upgrade over 100 Chicago Public School facilities over the summer of 2013. In order to meet the compressed program schedules, the PBC procured 17 Design/Build contracts to execute the work around the city. The scope of work consisted of renovations of major mechanical systems, masonry restoration, roofing, air conditioning, interior finishes, ADA modifications and technology upgrades for wireless conductivity. The program successfully prepared over 50 schools as welcoming centers for the start of the 2013 school year. Ariel was responsible for the careful development of each project budget, identifying costs associated with planning, building construction, professional fees and regulatory costs. During the design phase, management responsibilities were to develop and maintain logical project schedules, monitor cost estimates within the budget requirements, control the design process for conformance to approved program requirements, standards and process necessary changes to the project. Another role during the design phase was to develop and maintain a peer review process that would increase the completeness/quality of the contract documents and mitigate possible project cost increases.

- **Capital Improvement Program for Chicago Public Schools (Program and Project Management –Design and Construction)**

Public Building Commission of Chicago – Chicago, Illinois Overall Project Value: \$169,147,337

Senior Project Manager

Senior Project Manager responsible for multiple projects for the Public Building Commission of Chicago (PBC) Capital Improvement Program specializing in Chicago Public Schools (CPS) projects. Responsibilities included coordination with client and design team to implement client project objectives. Ariel coordinated with the design team the preparation of contract documents, confirm information against the original primary objectives including scope, budget, and schedule at each step of the design process. Prepared project information for bidding in accordance with client guidelines, and collaborate with the Purchasing Department through review, award, and contract execution. The following is a brief list of projects:

- New Construction**

- Back of the Yards High School, \$68,372,440
 - Avondale Elementary School, \$25,739,658
 - Boone Clinton Elementary School, \$23,343,000

- Building Additions and Annexes**

- Sauganash Elementary School, \$10,525,134
 - Stevenson Elementary School Annex, \$10,280,000
 - Garvy Elementary School, \$9,490,195
 - Onahan Elementary School Annex, \$8,500,000
 - Mt Greenwood Elementary School Annex, \$7,955,000

- Building Renovations**

- Air Force Academy High School Phase I, \$3,400,000
 - Air Force Academy High School Phase II, \$1,542,000

Paulo Hernandez

Project Manager



Paulo Hernandez joined Rodriguez and Associates, Inc. (RAI) in 2017 as a Project Manager. He is currently project manager for the Skinner West Elementary School Annex project for the Public Building Commission of Chicago. Mr. Hernandez has 15+ years of experience in the construction industry.

Mr. Hernandez is a PE Licensed Senior Electrical Engineer and Project Manager with experience in electrical engineering and design (e.g. power, lighting, fire alarm, and I.T./Security), electrical project and construction management, electrical code review based on NEC or CEC in the Healthcare, Higher Education, Commercial, and Industrial sectors.

Combined with Mr. Hernandez' knowledge in electrical cost estimating, construction administration, shop drawing review, contractor coordination, site inspections and surveys, post-construction reviews, RFI responses, and punch-list generation allows him to successfully take a project from its conceptual planning stage through project closeout.

Mr. Hernandez' 15+ years of experience demonstrates his expertise through a proven track record of projects at Chicago Public Schools, University of Chicago Comer Children's Hospital, Northwestern University – Lurie Research Center, Chicago Police Districts, and the Public Building Commission of Chicago.

Years of Experience

15+

Education

**Master of Business
Administration (M.B.A)**

*Illinois Institute of Technology –
Stuart Graduate School of Business*

**Bachelor of Science in Electrical
Engineering (B.S.E.E.)**

*Illinois Institute of Technology –
Armour College of Engineering*

**Licensed Professional Engineer
(P.E.)**

State of Illinois

Certifications

**LEED Accredited Professional,
Building Design & Construction
(LEED AP BD+C), USGBC**

**Registered Energy Professional
(R.E.P.), City of Chicago State of
Illinois Capital Development Board
(CBD) Certified**

**OSHA 10 Construction Safety and
Health Certified**

Area of Experience and Expertise

- Program Contract Administration
- Project Planning / Coordination
- Contract and MBE Compliance
- Change Management / Change order
- Contractor / Subcontractor Coordination
- Facilitate and Manage Submittal review
- Program and Project Reporting
- Budget Tracking and Schedule Verification
- MBE/WBE/VEB Reporting
- Manage Project Schedules and Milestones
- Review and Justification for Contract Modifications

Relevant and Selective Project Experience

Skinner West Elementary School Annex

1260 West Adams Street

The Project consists of the construction of a new approximately 36,000 GSF, 4-story Annex to the existing Skinner West Elementary School. The new Annex will include 19 new typical classrooms, an Art Room, Science Room, and a Computer Classroom. The Scope of Work will also include site improvement; rework to the existing parking lot; a new underground water detention system; a new elevator; and miscellaneous renovations to the existing building. A new Chiller for HVAC will also be include which will serve the new

Annex. Renovations to the existing building include upgrades to the existing mechanical, electrical, plumbing, and fire protection systems to support the new Annex. The landscaping work will consist of restoration of the existing landscaping, as well as new landscaping.

M.E.P Infrastructure Solution, Inc. (MEPIS) – Sr Electrical Engineer / Operations Manager 8/2012 – 3/2017
440 S. LaSalle St, Suite 3000B, Chicago, IL

As operations Manager and Electrical Dept. Head at MEPIS, primary responsibilities in the firm involve direction and oversight of engineering activities that take place across MEP trades. In addition, spent one year as an on-site Owners Rep for Northwestern University overseeing campus-wide Medium-Voltage projects and managing contractors and monitor construction progress. Other responsibilities and tasks at MEPIS included:

- Marketing, business development, and client management
- Development of electrical engineering specifications, details and procedural standards
- Provided oversight of project development and project status
- Provide guidance for system selections, design, and project management
- Established and maintained close working relationships with clients and facility end-users
- Oversaw project budgets, schedules and overall deliverables
- Acted as lead design engineer and project manager on larger, complex company projects
- Provide peer consultant reviews for primary customers
- Oversaw growth of company from 4 to over 20 employees
- Major Projects/Clients: Northwestern University Chicago and Evanston Campus (NU), University of Chicago Medicine (UCM) – Orland Park New Ambulatory Care Clinic, University of Illinois at Chicago (UIC)

Primera Engineers, Ltd. – Project Electrical Engineer 6/2008 – 8/2012
100 S. Wacker, Suite 700, Chicago, IL.

As a project electrical engineer, was responsible for the design of electrical distribution systems including power equipment layout, lighting distribution, telecommunication, fire alarm, and life safety systems. Responsibilities included the following:

- Planning, design, consultant coordination, document production, construction administration for all phases of the project
- Performed building load calculations and lighting and lighting controls layout
- Major Projects/Clients: Chicago Police Districts 7, 9, 12 and 23; Rush University Medical center (Chicago, IL); Chicago Public Schools: Carl Schurz High School, Nicholas Senn H.S.; Edward Hines VA Hospital, Northern Illinois University – El Centro School New Building

Cannon Design (Formerly OWPP Engineers/Architects) – Project Electrical Engineer 9/2005 – 6/ 2008
111 W. Washington St., Chicago, IL

As a project electrical engineer, worked under the supervision of a senior electrical engineer for the design of electrical distribution systems including power equipment layout, lighting distribution, telecommunication, fire alarm, and life safety systems. Responsibilities included the following:

- Planning, design, consultant coordination, document production, construction administrations for all phases of the project
- Performed building load calculations and lighting and lighting controls layout
- Major Projects/Clients: Northwest Community Hospital (Arlington Heights, IL), Froedtert Cancer Pavilion (Wauwatosa, WI), St. Joseph Hospital (Chicago, IL)

Brandon McNair

Project Manager



Brandon McNair joined Rodriguez and Associates, Inc. (RAI) in 2018 as a Project Manager. He is currently project manager for the South Side High School project for the Public Building Commission of Chicago. Mr. McNair has 15+ years of experience in the construction industry.

Mr. McNair combines his experience in the planning and design as well as construction and project management fields to take a project from its conceptual planning stage through project closeout to meet the budget, schedule and quality goals of his clients. Mr. McNair has worked on and is well versed with medium to large scale new construction projects in collaborations with a large group of consultants as well as on smaller projects with immediate client needs and requests.

With 15 years' experience in capital construction programs, Mr. McNair demonstrates his expertise through a proven track record of projects at ComEd, Chicago Public Schools, Chicago Housing Authority, Chicago Park District and the Public Building Commission of Chicago.

Years of Experience

15+

Education

Bachelor of Architecture

Prairie View A&M University, 2001

Associations

Area of Experience and Expertise

- Contract administration
- Cost negotiations
- Scheduling
- Quality control
- Design review
- Demonstrates leadership, communication, technical, and decision-making skills
- Ability to Manage multiple projects at one time
- Change management
- Manages project budget; utilizing Oracle Primavera Contract Management software
- Prepare and distribute accurate, timely meeting minutes and action items
- Coordinate and communicate project information with all relevant PBC departments; e.g. procurement, compliance, controls, finance.

Relevant and Selective Project Experience

South Side High School

6835 South Normal Blvd.

The Project requires the design and construction of a new South Side High School (SSHS), associated site preparation, site remediation, and development, along with required abatement and demolition. The school will accommodate approximately a three-story 1,200 student high school including 29 standard classrooms; 3 diverse learning classrooms; 6 science classrooms; 2 music classrooms; 2 art classrooms; 1 health classroom; 1 dance/wrestling room; 2 multipurpose rooms; 1 two-position gymnasium with stage; 1 administrative center including a business office; 1 nurse & student services suite; 1 library center; student dining with a server and hybrid kitchen. Site improvements shall include an artificial turf football / soccer field, running track, baseball field, softball field, tennis courts, parking lot, storm water management improvements, waste/transformer enclosure, landscape areas, site furnishings and regulatory right of way improvements.

Commonwealth Edison (ComEd) - Capital Improvement Programs - Real Estate & Facilities

Joliet Vehicle and Material Storage Building

\$6M: 33,000 SF - New Construction

City Colleges of Chicago (January 2014 - 2016)

New Malcolm X College Campus - 1900 W. Jackson Blvd.

\$203M; 500,000 SF - New Construction LEED Certification: Silver

Public Building Commission of Chicago - Program Management Office (March 2009 - December 2013)

Chicago Public Schools

- Nathan Hale ES Linked Annex, 6140 S. Melvina Ave.
\$12M; 45,000 SF - New Construction
LEED Certification: Silver
- Sarah E. Goode STEM Academy, 7651 S Homan Ave.
\$82M; 215,000 SF - New Construction
LEED Certification: Platinum

Public Building Commission of Chicago

Chicago Public School

Mariano Azuela Elementary School, 4707 W. Marquette Rd.

\$22M; 105,000 SF - New construction

LEED Certification: Gold

Chicago Park District

Michael Madigan Sr. Park, 6701 S. Keating Ave.

\$2M; 9.5 Acres - New Construction

LEED Certification: Gold

Chicago Housing Authority – Plan for Transformation (May 2007 – February 2009)

ADA (MOPD) Retrofit Project

\$5M; 54 Senior Housing Facilities / 28 Scattered Site Facilities



Ardmore Roderick

Xavier Alarcon, P.E.

Project Manager

Xavier Alarcon is an experienced Resident Engineer with knowledge of Project/Contract Management and Quality Control. He has more than three years of inspection experience with managing and training 25 or more inspectors.

Education

Illinois Institute of Technology |
Chicago, IL | 2010
Bachelor of Science Civil Engineering
(focus on Structural Engineering)

Professional License

Illinois Registered Professional
Engineer # 062-068863

Skills

Database Management (SQL)
Microsoft Visual Basic
Web Scripts for Data Entry
MicroStation
AutoCAD
MathCAD
Matlab
Maple
30 SAP2000 14
Adobe/Microsoft Office
ADA Design
Structural Dynamics
Finite Element Analysis
Steel Design
Concrete and Foundation Design

Affiliations

American Society of Civil Engineers,
Student Chapter President
Society of Hispanic Professional
Engineers

Ardmore Roderick | Project Involvement

Cook County, Sign Inventory

Mr. Alarcon serves as the Resident Engineer for a sign inventory task order contract to Cook County. Ardmore Roderick serves as a subconsultant to Collins Engineering.

Capital Development Board Veteran's Home

Mr. Alarcon serves as a Quality Control Engineer on a \$70.5 Million veteran's home. As a subconsultant to the construction manager, Turner Construction, Mr. Alarcon provides quality control services for this project which will provide nursing and health care services to 200 Illinois vets, including 44 beds for veterans with Alzheimer's disease and dementia. The five-story home, at 4250 N. Oak Park Ave., will be the fifth facility of its kind managed by the Illinois Department of Veterans Affairs, which currently houses more than 900 veterans across the state.

Relevant Project Experience

CDOT Construction Engineering, Aldermanic Menu Program, 9 Utility Adjustment Contracts | Chicago, IL

As a Resident Engineer, Mr. Alarcon performed work for the improvement program for street and alley resurfacing, sidewalk replacement, curb and gutter replacement, and the installation of ADA compliant ramps in all 50 wards of the City of Chicago. Tasks included: Scheduling Seven-D Construction for city-wide street repairs, new sewer structure installation, pipe trenches, public utility adjustment, full depth patches, curb; coordination between four grinding crews and four paving crews; daily schedule changes, machinery breakdown, aldermanic priorities; permitting from COOT and Digger; external coordination with the Chicago Water Department and private utility companies for repairs.

Aldermanic Menu Program

As a Design and Field Engineering, Mr. Alarcon led inspections for the utility adjustment and managed daily pours and scheduling, surveyed corners and designed ADA ramps with Microstation, created automated ADA design tracking, upgraded and maintained the access database, and created geo-coding connectivity through Google APT.



Relevant Project Experience | Continued

Madison Street Viaduct Over Chicago Union Station Tracks

Mr. Alarcon served as a Documentation Engineer and Field Engineer for this project at Union Station, one of the region's key transportation facilities which serves over 300 trains per weekday and carries about 120,000 arriving and departing passengers. Viaduct reconstruction occurred during traffic flow. Services included: construction inspection for Lorig Construction's demolition and reconstruction of the viaduct; and inspection of high performance concrete, rebar placement, and ADA sidewalks on the bridge deck. Mr. Alarcon is trained in Amtrak and railroad safety and also assisted with submittal review, document tracking, and report production.

Construction Engineering for Hermitage, Norwood Park, and Calumet Area Sewer Projects

Mr. Alarcon served as a Field Engineering for the following projects: installation/connections of new sewers in existing city streets, open cut sewers, tunneled cased sewers under railroads/ utilities, water main installation, full width pavement restoration, and ADA ramps. He also served as lead inspector providing construction engineering services for Chicago Water Department. His duties included project coordination, inspection, and contract administration as well as computing quantities, as-builts, and general surveying.



Ardmore Roderick

Kiara Trejo

Assistant Project Manager

Ms. Trejo joined Ardmore Roderick in 2017 and has experience in architectural CAD work.

Education

Illinois Institute of Technology |
Chicago, IL 2016

Bachelor of Architecture
*Master of Construction Management
and Engineering*

William Rainey Harper College
Associates Degree In Arts | Palatine,
IL

Ardmore Roderick Project Involvement

Public Building Commission, CTA Bus Wash Garage and New High Speed Doors | Chicago, IL

Ms. Trejo serves as the CTA representative/Construction Manager. Ardmore Roderick oversees the project to ensure the work meetings requirements in the drawings and specifications. Ms. Trejo reviews all RFI's and submittals to determine whether the project is on schedule and cost to provide to the designer of record or the project manager for review. She is also responsible for filing change orders and submitting pay applications to the Public Building Commission for approval. Her daily tasks include reviewing the site, completing daily activity reports performed by each subcontractor, taking photographs for Chicago Transit Authority of activities performed, and reporting discrepancies to the CTA.

Within this contract are two projects, 77th CTA Garage and Kedzie.

77th CTA Garage: Work includes installation of a new bus washer a bay of the garage as well as new high speed doors throughout the site. In preparation, we have installed new bollards, pits, unit heaters, concrete slab throughout the bay, electrical wiring throughout the site, underground and above grade plumbing, and lighting fixtures.

Kedzie: Work includes installation of new high speed doors throughout the site. In preparation, we have installed new bollards and electrical conduit piping and wiring. New lighting fixtures have been installed as well.

Relevant Project Involvement

Architect Program Associate, RGLA Solutions, Inc.

Ms. Trejo worked on tenant build-outs for various commercial businesses and was responsible for creating functional retail experience for the customers. She drove projects from preliminary drawings to construction documents, through permitting and bidding, to construction issuance. Ms. Trejo served as the primary point of contact for all of the project's requirements and updates. She also generated site visit reports which included detailed photographs and detailed base plans for the client.

Kuklinski + Rappe Architects

As an Architectural Intern, Ms. Trejo assisted with the design of renovations for residential projects. She also performed surveys and provided various options for clients review. Ms. Trejo performed cost estimating of residential projects as well.



Relevant Project Involvement | Continued

606 Design and Construction

As an Architectural Designer, Ms. Trejo worked on residential renovations and community projects by creating 3D visualizations for clients. She performed site surveys and provided various design options for a mixed-use building on Chicago's northside. She also performed cost estimating for residential projects.

Jose A. Barajas
Assistant Project Manager



Jose A. Barajas joined Rodriguez and Associates, Inc. (RAI) in 2018 as an Assistant Project Manager. He is currently assisting in the management of the Mark Sheridan Elementary school for the Public Building Commission of Chicago. Mr. Barajas has 5 years of experience in the construction industry.

In the three years prior to Rodriguez and Associates, Mr. Barajas worked with HACIA which helped introduce him to the construction industry being responsible for handling of bids for city, state and various independent projects. Following his time at HACIA Mr. Barajas worked as a sustainability design intern with Stantec (formally VOA Associates) where he developed project sustainable design strategies, worked on certifying projects in LEED, was responsible for Chicago Life Safety Code drawings for various projects and assisted in developing permit and drawing sets for various Chicago projects.

Prior to his work at the Public Building Commission of Chicago, Mr. Barajas was the Administrative Coordinator & Co-Founder of Construction by Tony Inc. & ICRC Inc., where he managed renovations and new construction for both residential and commercial projects.

Years of Experience

5

Education

Master in Architecture

Judson University, May 2016

Bachelor of Arts in Architecture

Judson University, May 2014

Architectural Europe Study

Judson University, Summer 2013

Associations

AIAS

AIA Chicago

Area of Experience and Expertise

- ???

Relevant and Selective Project Experience



Ardmore Roderick

Arion Williams

Assistant Project Manager

Mr. Williams is a graduate civil engineer as well as a graduate architect. He is skilled in both disciplines and experienced in a variety of projects. His flexibility allows him to participate in many diverse projects. His skill and pleasing, cooperative manner makes him a sought after member of project teams.

Education

Judson University | Elgin, IL 2010
Master of Architecture

Illinois Institute of Technology |
Chicago, IL 2006
Master of Architectural Engineering

University of Detroit | Detroit, MI
2005
Bachelor of Civil Engineering,
Magnum Cum Laude

Ardmore Roderick | Project Involvement

Public Building Commission | Capital Development Program

This program includes work for Chicago Public Schools, Chicago Park District and the Fleet and Facilities Management. Mr. Williams serves as Project Engineer for projects such as schools, field houses, boat docks, police stations, fire stations and libraries.

Keller Center | University of Chicago

Ardmore Roderick is providing construction management services for the Keller Center, future home of the University of Chicago's Harris School of Public Policy. Project includes complete renovation of the existing building and a potential rooftop addition. Mr. Williams worked served as Assistant Project Manager where he provided administrative assistance to the Project Manager and reviewed submittals for MEP systems.

Chicago Department of Water Management(CDMW) | Private Drain Program

The private drain program covers repairs of sewer drain tiles coming from private residences, of up to four units, that are broken under the public way - the area from the city sidewalk to the center of the street. As Inspector, Arion provided construction inspection under this task order contract.

Northwestern University | Evanston Campus

Mr. Williams served as Assistant Project Manager where he provided general construction observation services for Northwestern University's ongoing Evanston Campus projects. These services included walking the campus on a daily basis and monitoring construction logistics and operations to ensure proper practices and are maintained at a very high level. Daily reports were provided as an official means of reporting ongoing related activities. Arion augmented Northwestern University's facility services staff.

CDWM Sewer Structure Repair Program

As Inspector, Mr. Williams inspected cleaning and Cementous lining of sewer catch basins and manholes. Work included inspection and reporting necessary repairs.



Ardmore Roderick | Project Involvement Continued

CDWM Private Drain Repair Program

Mr. Williams provided inspection for private sewer drains repair of residential facilities. Daily reports were created and included a site plan sketch with identified utilities.

South Longwood Drive, West 116th Place, W. 117th Street, and South Hale Avenue and 107th Street Sewer Improvements

Mr. Williams served as Resident Engineer Assistant. He helped check replaced pavement quantities of the Contractor, completed as-built drawing documentation, and inspected for ADA compliance of replaced concrete pavement at crosswalk intersections

Chicago Veteran Homes | Illinois Capital Development Board

Mr. Williams Arion worked with the Project Engineer from Turner Construction on the construction of a nursing home facility for veterans. As Project Engineer Assistant his tasks included processing the six prime contractors' submittals and RFIs, documenting daily construction progress, and keeping drawing record and project logs up-to-date.

Garfield Park Conservatory | City of Chicago

Arion assisted the Project Engineer from AECOM with Phase 2 and 3 renovations. Tasks consisted of conducting construction monitoring inspections, conducting assessments for scope of repair work, and writing reports for weekly meetings.

Chicago Housing Authority Housing Area Units

As Project Engineer, Arion performed site assessments for the civil site work for two CHA housing areas/units. The assessments were for ADA Code Compliance. Performed construction quantity estimates of the civil work for the cost estimator. Arion also assisted with revising design and drafting for civil site work for 11 CHA housing area/units.

University of Chicago Parking Garage

Mr. Williams served as Project Engineer. Arion assisted with site design work and performed all drafting for the new parking garage for the University of Chicago campus. The work includes site grading, water detention, and utilities design.

City of Chicago | Various Roof Replacements

Arion Williams served as Project Engineer. Mr. Williams documented roof replacement construction for the Chicago Fire Department at Engine Co. Nos. 72 and 127, for the Chicago Police Department at District No. 24, for the Chicago Department of Streets and Sanitation at the Salt Dome located at 52nd and South Oakley Avenue, and for the Chicago Park District at the Garfield Park Conservatory. The documentation included making weekly site visits and writing weekly reports.



Ardella Dixon

Assistant Project Manager

Ms. Dixon is an established construction project management professional. She has 25 years of experience providing exceptional service on large-scale projects for a diverse base of private and public sector clients.

Education

Illinois State University | Normal, IL
Bachelor of Science, Business Economics

Ardmore Roderick Project Involvement

Cook County Health System Project

Ms. Dixon served as the Project Engineer for the \$110 Million design-build Cook County Healthy System project. In this role, she:

- Coordinated and oversaw the execution of construction activities to ensure compliance with project goals and specifications
- Strategically planned and implemented LEED Tracking System
- Reviewed drawings, floor plans and schematics to interpret client specifications and convey to field staff
- Supported Project Managers throughout all phases
- Provided oversight and tracked all construction issues using BIM 360
- Responsible for submittal and RFI processing
- Responsible for generating weekly and monthly Owner Reports
- Provided PMWeb weekly owner updates
- Responsible for submittal registry maintenance through PMWeb
- Facilitated weekly owner's meeting and generated meeting minutes

Relevant Project Involvement

The Will Group, LLC

As Project Manager, Ms. Dixon was responsible for the management of all areas of construction operations for a \$1 Million 20,000 sf office renovation. She was accountable for all facets of construction management pertaining to the rehabilitation and demolition functions, overseeing the timely completion of project objectives.

McKissack & McKissack

As Field Manager, Ms. Dixon worked within a joint venture agreement tasked with providing full-scale program and project management services for the Chicago Housing Authority's (CHA) Plan for Transformation initiative, a \$1.9 Billion capital improvement plan encompassing the rehabilitation and rebuild of 25,000 public housing units, as well as the demolition of 19,000 units. Ms. Dixon implemented procedures designed to improve contract documentation and administration; managed all planning functions, including developing forecasts and strategic recommendations; supported CHA Project Executives in creating and integrating refined quality control procedures into construction operations to ensure project completion in compliance with CHA objectives; performed analysis to verify the accuracy of payment request submittal packages; and, analyzed production and performance metrics.



Dennis Joplin

Assistant Project Manager

Mr. Dennis Joplin has a background in planning and managing projects under demanding deadlines. He is experienced in estimating labor/materials, establishing schedules and supervising personnel. Also, he is very knowledgeable in understanding construction language and concepts, project manuals, blueprints, schedules and cost reports.

Education

Western Illinois University |
Macomb, IL 2010
Bachelor of Science, Construction
Management

Certifications

OSHA 30 Training

Software

CX Alloy
Oracle
BIM 360 Glue
BIM 360 Field
Navisworks
Primavera
Timberline
Revit
Procore
E-Builder
Microsoft Suite

Ardmore Roderick | Project Involvement

Keller Center | University of Chicago

Ardmore Roderick is providing construction management services for the Keller Center, future home of the University of Chicago's Harris School of Public Policy. The project includes complete renovation of the existing building and a potential rooftop addition. Mr. Joplin worked as the Assistant Project Manager responsible for the following:

- Assisted with MEP VDC/BIM Coordination (Clash Detection)
- Assisted MEP project manager with daily tasks
- Responsible for obtaining LBC information for MEP trades
- Responsible for submittals, procurement, RFI's and change orders
- Primary lead for Fire Protection and Site Utilities contractors
- Assisted with startup and commissioning of MEP systems
- Daily MEP inspections (work completed and equipment)
- Weekly Safety Audits/Inspections
- Maintain Erosion Control Plan
- OAC Meeting Minutes
- Closeout documentation

Related Project Experience

Mr. Joplin served as Assistant Project Manager for a construction firm. He was responsible for project start-up including coordinating contractor pricing/buyouts and SOAs. He was responsible for submitting RFIs, submittals and change orders to the architect and owner; maintaining RFI submittals, procurement and change order logs; monthly schedule updates and progress narratives; and tracking job costs and cost reporting. Mr. Joplin performed quantity takeoffs for material and manpower estimates; gathered all closeout documentation; prepared project status and progress reports; and was responsible for creating weekly meeting minutes for subcontractor and OAC meetings.

Rick Ochoa, Assistant Project Manager

Rodriguez and Associates, Inc.

Relevant experience

Rick joined Rodriguez and Associates, Inc. (RAI) in 2011 as a Project Manager and Contract Coordinator for the Residential Sound Insulation Program (RSIP). The RSIP Program is a Federally funded, multi-million dollar program that provides sound insulating materials for reducing noise in the flight paths the major runways at both O'Hare and Midway International Airports.

Rick was instrumental in developing program level procedures and processes for the overall management structure of the RSIP. Rick was able to demonstrate the skillset to manage internally with the program team members and externally with the owner and multiple consultants. The program manual included the further development of standardized forms and templates to ensure program goals and initiatives are been achieved.

Rick is a self-motivated, detailed-oriented and quick learning manager that requires minimal supervision in order to achieve completion of tasks and projects.

Areas of Practice:

- Procurement Management
- Program Contract Administration
- Project Planning / Coordination
- Manage Program Information
- Quality Assurance / Quality Control
- Contract and MBE Compliance
- Change Management/Change Order
- Contractor/Subcontractor coordination
- Facilitate and Manage Submittal review
- Program and Project Reporting
- Budget Tracking and Schedule Verification
- MBE/WBE/VEB Reporting
- Manage Project Schedules and Milestones
- Program Procedure Development
- Review and Justification for Contract Modifications
- Proactive Management to Support Senior Leadership Team



Education and affiliations

- 1997 DePaul University
Chicago, Illinois
- 2015 DePaul University
Project Management Certificate (On-Going)
Chicago, Illinois
- 2015 OSHA 30 Hour Training Certificate

Relevant project experience:

Chicago Department of Aviation (CDA)

- Residential Sound Insulation Program (RSIP)
2011-2016 (Assistant Project Manager)
- Residential Sound Insulation Program (RSIP)
2004-2011 (Project Coordinator/ Controls)
- City Of Chicago Department of Water
2001-2002 (Project Coordinator)
- HACIA Project Coordinator
2003-2004

Rick Ochoa, Assistant Project Manager

Rodriguez and Associates, Inc.

Detailed Project Experience:

City of Chicago Department of Aviation – Residential Sound Insulation Program O’Hare International Airport / Midway International Airport Assistant Project Manager/ Contract Coordinator (2016-2011)

Assistant Project Manager / Contract Coordinator

Rick was responsible for mentoring all new Project Coordinator hires to ensure all processes and procedures were properly being executed. Rick developed a Project Manager / Coordinator Manual that enabled upper management to monitor and establish realistic timelines for deliverables submitted by Contractor. Rick established weekly meetings to process WBE, DBE, and MBE subcontractor Insurance approvals. Working with the Project Managers, Rick has cut the review process for Requests for Subcontractor approvals, from a week to two (2) business days. Along with tasks outlined below (Contract Coordinator), Rick has successfully closed out current contracts in a timely manner and ultimately made sure that all communications and deliverables are being processed in a quick and efficient manner.

- Provides essential management methods to coordinate program requirements with procurement processes.
- Provides coordinated methods to work with design, procurement and construction phases to execute required contract obligations.
- Proactive in foreseeing and resolving contract issues and conflicts.
- Provides project management tasks (Meetings, reporting and problem resolution)
- Developing Project tracking and reporting tools.
- Collaborative and information distribution with all senior administrators and staff.
- Proactive Program Improvements for Internal management processes.
- RFP and Bid evaluation and recommendations for approval

City of Chicago Department of Aviation – Residential Sound Insulation Program O’Hare International Airport / Midway International Airport Assistant Project Manager/ Contract Coordinator (2004-2011)

Contract Coordinator /Assistant Project Manager

Rick was responsible for reviewing certified payrolls to verify accuracy and monitor WBE, DBE, and MBE participation for the program, including verification for EEO and Chicago Residency goals were in compliance. Rick reviewed bid packages for all contractors, processed Contractor Payment Requests and ensured WBE, DBE, and MBE subcontractor were paid on time. In the core program management responsibility, Rick created a Pre-Construction timeline to help with enforcing time sensitive material for review and approvals, verified schedules, shop drawings, insurance and requests for subcontract/supplier approvals and evaluated Sub-Contractor Agreements to insure all General Conditions for contract are in compliance. Rick also revived and processed contractor change order proposals and Field Orders, contacted WBE, DBE, and MBE participants to inform them of new Contract opportunities/ Outreached to MBE’s and gave an overview of the scope of work and labor required for the RSIP. Documented weekly contractor meetings and performed contract close outs. Contracts average to about

EXHIBIT G
INSURANCE

(INSURANCE FORMS FOLLOW)

EXHIBIT G
PROJECT DEVELOPMENT SERVICES
INSURANCE REQUIREMENTS
PS3005

The Consultant and its Subconsultants must provide and maintain at Consultant's and/or Subconsultant's own expense, until expiration or termination of this Agreement and during the time period following expiration if Consultant and/or Subconsultant is required to return and perform or reperform any Services, the insurance coverage and requirements specified below, insuring all Services related to the Agreement.

C.1. INSURANCE TO BE PROVIDED:

C.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 \$1,000,000 each accident, illness, or disease.

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, property damage liability and contractual liability. Coverage must include but is not limited to the following: All premises and operations, Services rendered, products/completed operations, defense, and contractual liability. The Commission the User Agency, and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

C.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services provided, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Commission the User Agency, and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insured on a primary, non-contributory basis.

Subconsultants performing work for the Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

C.1.4. Professional Liability

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering contractual liability, deficient performance, acts and errors or omissions. The policy shall include coverage for acts, including but not limited to contractual liability, deficient performance and errors or omissions, in Consultant's or Key Personnel's performance or failure to perform Services pursuant to the Agreement. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the start date of Services provided pursuant to the Agreement. Coverage must be maintained for two years after the Completion Date. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subconsultants performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

C.1.5. Property

The Consultant is responsible for all loss or damage to Commission or the User Agency's property at full replacement cost. The Consultant 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 Consultant, Consultant's Key Personnel or Consultant's Subconsultants.

C.1.6. Valuable Papers

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

ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the Initial Term or any Additional Terms of this Agreement. The Consultant must submit evidence of insurance to the PBC prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in full compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified insurance. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement and/or an Event of Default, and the Commission retains the right to either: (i) stop work at Consultant's sole cost and expense until proper evidence of insurance is provided; or (ii) Terminate the Agreement.

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

The insurance must provide for thirty (30) days prior written notice to be given to the Commission if coverage is substantially changed, canceled, or not renewed.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Consultant. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Consultant hereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago any User Agency, their respective Board members, employees, elected officials, or representatives.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

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

Any insurance or self-insurance programs maintained by Commission and any other User Agency do not contribute with insurance provided by the Consultant under the Agreement.

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

The Consultant must require all its Subconsultants to provide the insurance required in this Agreement, or Consultant

may provide the coverage for its Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant.

If Consultant or its Subconsultants desires additional coverage, Consultant or Subconsultant is solely responsible for the acquisition and cost.

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insureds
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

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