



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

ARDMORE RODERICK

FOR

**PROJECT DEVELOPMENT SERVICES
PS3103A**

Public Building Commission of Chicago

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

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Mayor Brandon Johnson
Chairman
Ray Giderof
Executive Director

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Project Development Services – PS3103A

THIS AGREEMENT (“Agreement”) effective as of **January 1, 2026**, 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 **Ardmore Roderick** (“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:

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

EXECUTION PAGE

Project Development Services – PS3103A

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: [Signature]
Brandon Johnson
Chairman

2/4/20
Date

By: Mary Pat Witry
Mary Pat Witry
Secretary

2.3.2026
Date

Ardmore Roderick

By: [Signature]
Print Name: RASHOD P. JOHNSON
Title: CEO

By: [Signature]
Print Name: Valencia Jenkins
Title: Director of Legal Services

County of COOK
State of Illinois

AFFIX CORPORATE
SEAL, IF ANY, HERE

Subscribed and sworn before me by RASHOD P. JOHNSON
as CEO of Ardmore Roderick this 2nd day of February 2026

[Signature]
Notary Public

My Commission Expires 6-28-28



Approved as to Form and Legality:

By: Anne L. Freda
Neal & Leroy, LLC

2/3/2025
Date

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) *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.
- (c) *City*. The City of Chicago, a municipal corporation.
- (d) *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.
- (e) *Commission or PBC*. 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.
- (f) *Completion Date*. The date or dates, as determined by the Commission's Executive Director or designee, on which the Consultant's Key Personnel has completed all its obligations under this Agreement or on which the Consultant's Key Personnel's Services are no longer needed for the Project.
- (g) *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.
- (h) *Day*. Unless otherwise indicated, the word "day" means calendar day. The phrase "business day" refers to Monday through Friday, except for any federal holidays or State of Illinois holidays.
- (i) *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, as necessary to effectively perform the Services as defined herein.
- (j) *Equipment*. The physical resources, tangible, or intangible, including but not limited to, hardware, firmware or software enabling the Consultant to perform the Services under this Agreement.
- (k) *Executive Director*. The person employed by the Commission as its Executive Director or designee.
- (l) *Joint Venture*. 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.

- (m) *Key Personnel.* Key Personnel means those job titles and persons as identified and accepted in Consultant's proposal and any others so identified and accepted by the Commission to perform project the services for the Commission's Projects.
- (n) *"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
- (o) *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.
- (p) *Parties.* Commission and Consultant and their respective successors and assigns.
- (q) *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.
- (r) *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.
- (s) *Services.* The duties, responsibilities and tasks that are necessary in order for the Consultant to provide the requested services, including but not limited to project management, project development, cost management, contract administration, document control, closeout and all other responsibilities identified by the Commission for the ongoing development of the Commission's Projects. Consultant shall provide Key Personnel to the Commission in the performance of the Services.
- (t) *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.
- (u) *User Agency.* The municipal corporation, governmental agency, or agencies which 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) The words "hereof", "herein" and "hereunder" and words of like import used in this Agreement shall refer to this entire Agreement and not to any particular provision hereof.
- (d) The headings and captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- (e) The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other theory extends, and such phrase shall not mean "if".
- (f) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the

next succeeding business Day.

- (g) The words "any", "either" or "or" are not exclusive, unless the context otherwise requires.
- (h) References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder.
- (i) References to any agreement or contract are to that agreement or contract as amended, modified, or supplemented from time to time in accordance with the terms thereof.
- (j) References to any person include the successors and permitted assigns of that person.
- (k) References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.
- (l) References to "\$" are to United States Dollars.
- (m) 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 this Agreement. By executing this Agreement, the Consultant acknowledges that Consultant is familiar with the contents of each of said documents and will comply fully with any and all applicable portions of them in performing the Services.

Section 3.01 Policies Concerning MBE and WBE. The Consultant hereby acknowledges that the Commission is committed to building the capacity of Minority-Owned Business Enterprises ("MBEs") and Women-Owned Business Enterprises ("WBEs") to participate in all facets of the PBC's activities, including the development and management of its design and construction programs. To that end, the Commission intends to negotiate the substance and level of MBE and WBE participation in the Project. The Consultant hereby affirms its commitment to the Commission's 50% aggregate MBE/WBE program and goals. The Commission reserves the right to assign certain contracts with MBEs and/or WBEs that are currently providing services to the Commission. The Commission's policies concerning utilization MBEs and WBEs 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 may be amended from time to time. Any updates or revisions will be provided to the Consultant for project management as part of its change to 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 hereby engages the Consultant, and the Consultant hereby accepts said engagement, to provide the Services, Deliverables and Task Orders described in this Agreement, including any amendments thereto as provided below in Section 4.13. During the term of this Agreement, the Commission may, from time to time, request that the Consultant perform services or deliver items not specified in Exhibit A, but which are related to the services encompassed within this Agreement ("Additional Services"). The Consultant hereby agrees to perform said Additional Services upon receipt of prior written authorization from the Commission, said notice shall define the scope of such Additional Services and the compensation payable to the Consultant for the full performance of the Additional Services to the complete satisfaction of the Commission.

Section 4.02 Performance Standard.

- (a) The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness, and diligence. The Consultant further represents and agrees that the Services 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. 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 shall ensure that all Services that require the exercise of professional skills or judgment are accomplished by qualified professionals competent in the applicable discipline and appropriately licensed, if required by law. The Consultant shall 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 shall be prepared in a manner satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. If in the course of performing its Services, the Consultant identifies any condition, situation, issue, or problem that may impact on the performance of the Services or the Project, Consultant shall promptly notify the Commission.

Section 4.03 Key Personnel.

- (a) The Consultant shall assign at all times during the term of this Agreement the number of experienced, appropriately trained Key Personnel necessary for the Consultant to adequately and timely perform the Services in the manner required by the Agreement. Consultant hereby agrees it shall not reassign or replace any Key Personnel without the prior written consent of the Commission. The Commission may at any time upon written notice notify the 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 this 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, her or them with a person possessing comparable professional credentials and experience. Such replacements are subject to a PAR issued by the Commission. In the event the Consultant is unable to find an adequate replacement, Consultant must immediately notify the Commission. The Commission has the sole right to accept or reject any suggested replacement of any 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 photo identification card, passport, or driver's 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.

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 shall disclose all Key Personnel and their positions in Exhibit F to this Agreement. The Consultant shall 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 Consultant may submit a notice, in writing to the Commission, requesting a revision to the level of staffing subject to the written approval 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. The Consultant agrees that 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/they are 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, and a Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant further agrees to 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, administration, 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 that are mandatory or permitted by applicable law or regulations. The Consultant certifies that he/she/they are 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, there is any direct or indirect "kick-back", as defined in any of the above-mentioned laws and regulations, the Commission shall 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 shall 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 MBE or 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 and/or request any/all such records upon reasonable notice. The Consultant shall retain all such records for a period of not less than ten (10) 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, and/or Services, 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. In performing its Services under this Agreement, the Consultant must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, those referenced in Sections 4.05, 4.06 and 4.10.

Section 4.10 Inspector General. The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General ("OIG") of the User Agency and the City in any investigation or hearing undertaken pursuant to the Intergovernmental Agreement dated January 1, 2015 as amended on December 7, 2018 and December 31, 2023 between the City and the PBC, Chapter 2-56 of the Chicago Municipal Code and the Memorandum of Understanding between the PBC and the OIG. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the OIG of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such OIG that has been promulgated by such User Agency.

Section 4.11 PBC Ethics Policy.

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. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section shall be voidable by the Commission.

Section 4.12 Defects in Project. The Consultant and/or its Key Personnel must immediately notify the Commission if the Consultant and/or any of its Key Personnel obtain knowledge of an issue or circumstance 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 4.13 Amendments to this Agreement. The Commission may from time-to-time request changes to the terms and provisions of the Agreement, Services, Deliverables or Task Orders. 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 the 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 and unless a written amendment is executed by the

Consultant and the Commission.

Section 4.14 Debarred Entities or Individuals. Consultant represents and agrees it shall not use any business or individual who is disqualified by the Commission or debarred by the City, sister agencies, local, state or federal agencies.

Section 4.15 On-Line Collaboration System. The Consultant shall use the Commission's System, i.e., electronic document management system, currently the "OCDM" (or "the 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 designated by the Commission). Prior to providing any Services, all Key Personnel must attend courses and receive training on the System (or any other system designated by the Commission) provided by or on behalf of the Commission. Any Key Personnel time and/or costs incurred by the Consultant as a result of the attendance by the Consultant's Key Personnel at System (or any other system designated by the Commission) training courses shall not be compensable by the Commission.

Section 4.16 Subconsultant Terms and Conditions. The Consultant shall include a provision in any agreements that the Consultant enters into with any Subconsultant for the performance of the Services that declares the Subconsultant shall comply with all terms and conditions of this Agreement in its performance of its portion of any 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 the Subconsultant complies with all insurance requirements as set forth in Article IX 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 five (5) years ("Initial Term") with an option for three (3) additional one (1) 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 shall have the right, at any time, to terminate the term of this Agreement in whole or in part, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of the termination (the "Termination Notice"). Termination shall be deemed after the date of the Termination Notice (the "Termination Date"). Provided 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 to set off regarding the Consultant's failure to properly perform any 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. Provided 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 the periods up to the Suspension Date.

- (a) During the period the Consultant's performance is suspended, the Consultant shall not 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 a 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") allowing Consultant a reasonable period not to exceed ten (10) days to remobilize itself. The Consultant may bill for the 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 recommence 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 shall 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. The PBC may authorize limited continuation of services solely for those matters initiated prior to the Completion Date as its sole discretion.

Article VI. COMPENSATION OF CONSULTANT

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

Section 6.02 Maximum Compensation. The Consultant's maximum compensation under this Agreement for all Services, shall be Twenty Million Dollars (\$20,000,000). The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, including a cover page, as directed by the Commission. Failure to submit accurate and/or timely invoices through the System will result in delayed or non-payment to the Consultant.

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 this Agreement by the Consultant, the Commission has the following rights and obligations, in addition to those provided elsewhere in this Agreement:

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

Section 7.03 Audits. The Commission shall have 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 shall 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 agree that, to the extent permitted by law, all Project drawings, specifications and other design documents related to the Services 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 shall 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, Subconsultant’s or Consultant’s Key Personnel’s failure to perform under this Agreement and such failure to perform shall be solely determined by the Commission as provided for in Section 4.02 herein; (ii) Consultant’s, Subconsultant’s or Consultant’s Key Personnel’s negligent acts; (iii) 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 shall protect, indemnify, defend and hold 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 foregoing, 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

Section 9.01 Insurance. 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 and their respective Board members, employees, elected and appointed officials and representatives, the Consultant, and Consultant’s Key Personnel insurance coverage which shall insure the Commission, the User Agency and their respective Board members, employees, elected and appointed officials and representatives 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.

Section 9.02 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 their respective Board members, employees, elected and appointed officials and representatives and Subconsultant, insurance coverage which will insure the Commission, the User Agency and their respective Board members, employees, elected and appointed officials and representatives 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. Any one or more of the following occurrences shall constitute an Event of Default by the Consultant under this Agreement for which Consultant shall have ten (10) days to cure following issuance of a 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 this Agreement and any amendments thereto 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) Failure of the Consultant to comply at all times with the requirements of relevant Federal, State, and Municipal Codes, Rules, Regulations, including but not limited to Chicago Municipal Code Section 4-6- 250 and Chicago Municipal Code Section 4-6-260.
- (e) 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.

- (f) The Consultant's material failure or refusal to perform or reperform 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 reperform 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 reperform 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.
- (g) 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 reperform 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 shall be 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 shall 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 shall make all requests for determination of Claims in writing, specifically referencing this Section, and shall 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 shall 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 shall 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 shall 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 shall 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 shall not withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices or pay applications, refusing to timely 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 shall 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 this Agreement are confidential, and except as may be necessary to perform the Services, the Consultant shall 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 shall 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. Consultant acknowledges that it is entrusted with or has

access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. 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. The Commission expressly reserves the right to assign or otherwise transfer all or any party of its interest hereunder without the consent or approval of the Consultant.

Article XIV. RELATIONSHIP OF PARTIES

Under this Agreement, the relationship of the Consultant to the Commission is that of an independent contractor, and the Consultant shall 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 this 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. This Agreement may be executed in any number of counterparts, any of which will be deemed an original.

Section 15.03 Entire Agreement. This 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. This Agreement shall 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. This 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 Time of Essence. The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services and Deliverables is vital to the completion of the Project by the Commission. The Consultant shall use its best efforts to expedite performance of the Services and Deliverables and performance of all other obligations under this Agreement.

Section 15.06 No Waiver. The waiver by either party of any breach of this Agreement will not constitute a waiver as to any succeeding breach.

Section 15.07 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:

Ray Giderof, Executive Director
Richard J. Daley Center
50 West Washington, Suite 200
Chicago, IL 60602
ray.giderof@cityofchicago.org

With a copy to:

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

If to Consultant:

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

With a copy to:

Section 15.08 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 15.09 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed from the Agreement and such invalidity, illegality 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, illegal or

unenforceable as a matter of law, such provision will be deemed to have been modified so as to be valid, legal and enforceable to the maximum extent permitted by law.

Section 15.10 Successors and Assigns. Except as otherwise provided herein, this Agreement is binding upon and inures to the benefit of each of the parties and their respective successors and assigns.

Section 15.11 Non-appropriation of Funds. If funds have not been appropriated in full or in part, the Commission shall have 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 15.12 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 include the Request for Proposal and any Addenda, all submitted documents from the Consultant in response to the same, including any/all information provided to the Commission deemed “confidential”, on which the Commission relied in selecting the Consultant, as well as the following:

As defined 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

SCOPE OF SERVICES

(a). The Commission has established a general management structure for developing and implementing capital projects. This structure provides for a division of responsibilities among internal Commission resources and firms specializing in PDS. Consultant shall exhibit the same level of professionalism and attention to detail as the Commission. The Consultant represents that it possesses the requisite abilities to provide any and all requested resources in a timely manner.

(b). The Consultant agrees to provide support which advances specific PBC projects, protect the PBC's operational and financial interests, balance diverse stakeholder requirements, and assist as requested in resolving issues amount other consultant resources. The Consultant and its Key Personnel agree 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 the Project. The Consultant represents it has the ability to provide responsive management and necessary personnel based on the Commission's plans of action.

(c). The Consultant agrees and acknowledges that it may have Project specific responsibilities and/or program wide responsibilities.

(d). Project responsibilities may include, but are not limited to, planning, design, and/or construction throughout the life of the Project. Project responsibilities may be coordinated with, and/or directed, by the Consultant's Key Personnel with support from the Commission and Project delivery resources. The Consultant agrees it may be accountable for all aspects of the Project and shall work with the Commission to ensure successful delivery. The Consultant agrees that it may also be required to assist the Commission in scope development for necessary professional services in addition to assisting with consultant selection and contract negotiation.

(e). The Consultant shall have Key Personnel and/or the ability to provide other key Project functions as necessary or as requested by the Commission, including, but not limited to:

- (i). Planning;
- (ii). Design and Engineering;
- (iii). Project Management;
- (iv). Change Management;
- (v). Cost Control;
- (vi). LEED Sustainability;
- (vii). Quality and Safety;
- (viii). Cost Estimating;
- (ix). Commissioning Expert(s);
- (x). MEP Coordinator(s);
- (xi). Environmental Management
- (xii). Utility Coordination
- (xiii). Scheduling;
- (xiv). Document Controls; and
- (xv). Contract Administration, including Payment, Submittal and RFI review and approval.

(f). The Consultant must demonstrate its ability to provide any and all requested personnel and/or support services in a timely manner, including but not limited to cellular phones, local and remote IT support services, personal and protective equipment ("PPE"), and computer systems.

(g). The Consultant represents and agrees that any and all PDS personnel will comply with any and all Commission rules, regulations, and requirements.

(h). The Commission requires the delivery of projects through consistent processes and procedures; however, the Consultant hereby acknowledges that the nature of the projects, and the methods by which each is to be implemented, may vary based upon client requirements and project complexity.

(i). The Consultant agrees to provide personnel and decision makers who will be highly flexible, knowledgeable of local regulatory requirements, responsive to regulatory changes, responsive to changes in market conditions, available, and capable to assist the Commission in successfully delivering a complex, high volume program.

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

(FORM FOLLOWS)

**PROJECT DEVELOPMENT SERVICES – PS3103A
SCHEDULE B – PROPOSED RATE SHEET**

A. HOURLY RATES

PERSONNEL		HOURLY RATE RANGE*	
1	Senior Project Manager	\$110.00	\$208.00
2	Project Manager	\$90.00	\$182.00
3	Assistant Project Manager	\$75.00	\$143.00
4	Change Management	\$75.00	\$143.00
5	Cost Control	\$50.00	\$130.00
6	LEED/Sustainability	\$75.00	\$208.00
7	Quality and Safety	\$75.00	\$208.00
8	Commissioning	\$75.00	\$208.00
9	MEP Coordination	\$75.00	\$208.00
10	Scheduling	\$75.00	\$208.00
11	Document Control	\$30.00	\$104.00
12	Utility Coordination	\$110.00	\$208.00
13	Other:	\$0.00	\$300.00
<p>*Notes: Consultants must comply with all requirements as described by the Commission relating to authorization and/or payment. <i>The Commission reserves the right to negotiate rates and/or titles of any/all Personnel.</i></p>			

EXHIBIT A
LEGAL ACTIONS

(FORM FOLLOWS)

EXHIBIT A - LEGAL ACTIONS

EXHIBIT A – LEGAL ACTIONS

FIRM NAME The Roderick Group, LLC dba Ardmore Roderick

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).		
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

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 Johnson, as CEO
Name Title

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

RESPONDENT			
Name of Firm:	The Roderick Group LLC dba Ardmore Roderick		
Address:	1500 W Carroll Ave Suite 300		
City/State/Zip:	Chicago, IL 60607		
Telephone:	312-795-1400	Facsimile:	773-289-0567
FEIN:	20-3036399	SSN:	
Email:	compliance@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 type="checkbox"/> Corporation	<input checked="" 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:		Delaware
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	Chicago, IL 60607	
Telephone:	312.795.1400	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Rashod Johnson	CEO	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
Fourth Inning Inc.	1500 W Carroll Ave, Chicago, IL 60607	100 %
		%
		%
LLC's only, indicate Management Type and Name:		
<input checked="" type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: Rashod Johnson
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:	
<i>If the answer is no, please complete the following two sections.</i>	<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. Bribed 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 subcontract 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/FEEES

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

Rashod Johnson

Name of Authorized Officer (Print or Type)

CEO

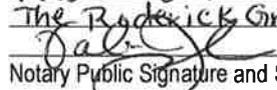
Title

312-795-1400

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 3rd day of October, 2025 by
Rashod Johnson (Name) as CEO (Title) of
The Roderick Group, LLC (Bidder/Proposer/Respondent or Contractor)


Notary Public Signature and Seal

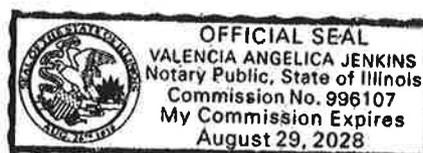


EXHIBIT C
DISCLOSURE OF RETAINED PARTIES

(FORM FOLLOWS)

EXHIBIT C - DISCLOSURE OF RETAINED PARTIES

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 PS3103

Description or goods or services to be provided under Contract:

Project Development Services PS3103

Name of Consultant: The Roderick Group, LLC 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)

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

10/3/2025
Date

Rashod Johnson

Name (Type or Print)

CEO

Title

Subscribed and sworn to before me

this 3rd day of October 2025



Notary Public

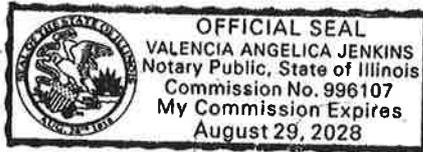


EXHIBIT D
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES
FOR PROFESSIONAL SERVICES

(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 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 _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

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.)

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

E. Nature of joint venture's business

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? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

SCHEDULE B
Joint Venture Affidavit (2 of 3)

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

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:

1. Financial decisions _____

2. Management decisions such as:

a. Estimating _____

b. Marketing and Sales _____

c. Hiring and firing of management personnel _____

d. Other _____

3. Purchasing of major items or supplies _____

4. Supervision of field operations _____

5. Supervision of office personnel _____

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.

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.

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

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.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this ____ day of _____, 20____
before me appeared (Name)

On this ____ day of _____, 20____
before me appeared (Name)

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)

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)

to execute the affidavit and did so as his or her
free act and deed.

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

MBE & WBE

Ardmore Roderick highlights its recent compliance success with three notable projects from the past three years, as documented in Exhibit H. A proposed Schedule D (Exhibit D) outlines our project timelines and key milestones, ensuring clear, actionable planning.

Committed to equity and inclusion, Ardmore Roderick pursues meaningful MBE and WBE participation, targeting the contract goal of at least 50% through engagement with qualified MBE and/or WBE partners.



WHY MENTORING MATTERS



Ardmore Roderick's (AR) Mentor-Protégé Program was established to assist smaller MBE/WBE/DBE firms in building their capacity and becoming self-sufficient, competitive, and profitable business enterprises.

As an MBE-certified firm, we are acutely aware of the positive impact MBE/WBE/DBE programs can have on the small business community. We vet and utilize quality diverse subcontractors and consultants when pursuing new projects to increase the participation of minority- and women-owned businesses, thus affording these firms the opportunity to provide services on complex, large scale projects.

The benefits of a mentor-protégé partnership include:

- Building service capacity within the protégé firm.
- Develop longstanding relationships with both the mentor and new clients.
- Expose a protégé firm to new opportunities.



ARDMORE RODERICK & GARZA KARHOFF ENGINEERING, LLC (GKE)

GKE, a Hispanic, woman-owned firm, partnered with AR to deliver structural engineering services on high-impact projects like Jackson Park. AR champions GKE's growth by including them in key pursuits and ongoing strategic collaboration across Chicago's evolving infrastructure landscape.



BRENDA GARZA KARHOFF (SE, PE)

*President & CEO
Garza Karhoff Engineers, LLC.*

“ AR has been an invaluable resource for me and my team. Rashod Johnson, CEO and President, has served as a sounding board and source of motivation and encouragement. I'm excited about what we've done and even more excited about continuing to work with them to help propel our business to the next level. ”



BUILDING OUR FUTURE THROUGH COMMUNITY

ABOUT US

Ardmore Roderick (AR) is more than just an engineering firm; we are a trusted partner that delivers full-service infrastructure solutions.

From transportation and utilities to buildings and aviation, we provide end-to-end expertise that streamlines projects, reduces risk, and delivers real impact to our communities.

OUR MARKETS



Aviation



Buildings & Facilities



Energy & Utilities



Rail & Transit



Transportation

JOIN US TO MAKE AN IMPACT IN YOUR COMMUNITY

At AR, you'll make an impact from day one. Our collaborative environment fuels innovation across industries, offering real-world experiences vital for growth. With competitive pay, benefits, and a culture of learning, we empower you to advance your career and shape your future.

- **Make an Impact**
Work on meaningful projects shaping communities. See tangible results brought to life onsite. Help create sustainable infrastructure solutions.
- **Collaborative Culture**
Collaborate with cross-functional teams. Benefit from mentoring and learning from top talent. Enhance individual expertise while expanding overall knowledge.
- **Career Development**
Gain exposure to diverse projects and clients. Build leadership capabilities to advance. Pursue continuous learning through conferences and training.

INFRASTRUCTURE LEADERS. PROJECT PARTNERS.

INSPIRING FUTURE ENGINEERS THROUGH COMMUNITY **ENGAGEMENT**



At AR, we believe that fostering a love of STEM in students begins at an early age. Our employees are actively involved in community outreach, providing classroom mentoring to introduce young students to the principles of STEM through hands-on activities. By engaging with elementary school students in underserved areas, we aim to inspire the next generation of engineers and encourage them to pursue further education and careers in STEM fields.

WORKING WITHIN OUR **COMMUNITIES**



Chicago O'Hare International Airport



I-290 Salt Creek Bridge Replacement



MCORE Champaign, IL



Orlando International Airport



Englewood Stem High School



Chicago Red Purple Line Extension

“At Mays Academy, we believe in the village model — it takes a village to raise a child. We're grateful AR has become an aMAYSing part of our community. Seeing our scholars light up through STEM activities, and meeting the CEO personally, reflects AR's true commitment. It's been a priceless and joyful experience.”

— **TANYELLE L. HANNAH**

Principal 2023, Benjamin E. Mays Elementary Academy, Chicago, IL



MATTHEW VLADIKA (MBA, SHRM - CP)

Associate Vice President,
Human Resources

“ Easy is the path to wisdom for those not blinded by themselves. ”

Take the first step by connecting with our Talent Acquisition team. Send your resume and contact information to start your journey with Ardmore Roderick.

MHANDY@ARDMORERODERICK.COM
ARDMORERODERICK.COM



SCHEDULE D (EXHIBIT D)

SCHEDULE D

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

Name of Project: Project Development Services PS3103

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Title and duly authorized representative of

The Roderick Group, LLC dba Ardmore Roderick

Name of Professional Service Provider whose address is

1500 W Carroll Avenue, Suite 300, Chicago, IL 60607

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
The Roderick Group, LLC dba Ardmore Roderick, MBE	Project Development Services	\$ TBD	\$
Garza Karhoff Engineering LLC, M/WBE	Planning and Design Management Services	\$ TBD	\$ TBD
Synnov Group, Inc, M/WBE	Project Controls Services	\$ TBD	\$ TBD
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ TBD	\$ TBD
Percent of Total Base Bid		%	%

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, LLC dba Ardmore Roderick

Name of Contractor (Print)

10/03/2025

Date

312.795.1400

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date



Signature

Rashod R. Johnson

Name (Print)

Signature

Name (Print)

MBE ___ WBE ___ Non-MBE/WBE ___

MBE Certification Extension

 Francisco Nunez <Francisco.Nunez@cityofchicago.org>
To: Jamal Jackson
Cc: Valencia Jenkins

Reply Reply All Forward Thu 6/12/2025 11:05 AM

If there are problems with how this message is displayed, click here to view it in a web browser.

 The_Roderick_Group_Inc_Approval_Letter_20210914114216_7084_20221128150526_0307 (2).pdf
165 KB

Hello Mr. Jackson,

In regards to you MBE certification. We are in receipt of your no change affidavit. I will begin to process the application as soon as possible. In the meantime, the attached letter is still valid while we conclude the review of your application. If anyone has any question about this, they can reach me directly by email or by phone.

Thanks
Francisco Nunez | Sr. Certification/Compliance Officer
City of Chicago | Department of Procurement Services
City Hall, 121 N. LaSalle, Room 806 | Chicago, IL 60602
francisco.nunez@cityofchicago.org
P: 312-744-1984
www.chicago.gov/dps



Connect with DPS on [LinkedIn](#), [X.com](#), [YouTube](#), and [Facebook](#).

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

SEP 08 2021

Rashod Johnson
The Roderick Group, Inc. dba Ardmore Roderick
1500 W. Carroll Ave. Suite 300
Chicago, Illinois 60607

Re: Change in Address

Dear Mr. Johnson:

We are pleased to inform you that we have updated your certification to reflect your firm's change in address. **The Roderick Group, Inc. dba Ardmore Roderick** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **6/1/2025**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **6/1/2022, 6/1/2023 and 6/1/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **6/1/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **4/1/2025**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

236220 – Commercial and Institutional Building; Construction Management
237130 – Power and Communication Transmission Line; Construction Management
237310 – Highway, Road, Street and Bridge; Construction Management
237990 – Mass Transit; Construction Management
541330 – Civil Engineering Services
541330 – Engineering Design Services
541330 – Engineering Services
541370 – Surveying and Mapping Services (except geophysical)
541611 – Administrative and General Management Consulting Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Monica Jimenez
Acting Chief Procurement Officer

MJ/vlw



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

MAR 29 2021

Brenda G. Karhoff
Garza Karhoff Engineering, LLC
2538 W. Bloomingdale Ave.
Chicago, Illinois 60647

Dear Ms. Karhoff:

We are pleased to inform you that **Garza Karhoff Engineering, LLC** is recertified as a **Minority-Owned Business Enterprise (“MBE”)** and **Women-Owned Business Enterprise (“WBE”)** by the City of Chicago (“City”). This **MBE/WBE** certification is valid until **3/1/2026**; however, your firm’s certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City’s certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm’s annual No-Change Affidavit is due by **3/1/2022, 3/1/2023, 3/1/2024 and 3/1/2025**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm’s five year certification will expire on **3/1/2026**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **1/1/2026**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm’s eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, “False Claims”, of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm’s certification **within 10 days** of such change; or
- File your recertification within the required time period.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

Handwritten signature

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

541330 – Civil Engineering, Engineering Consulting and Engineering Design Services

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/od



TONI PRECKWINKLE
PRESIDENT
**Cook County Board
of Commissioners**

TARA STAMPS
1st District

VACANT
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

Nicole Mandeville

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

October 22, 2024

Asha Singh
Synnov Group Inc.
8604 West Catalpa Ave
Suite 901
Chicago, IL 60656

Annual Certification Renewal: December 14, 2025

Dear Ms. Singh:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE), Women Business Enterprise (WBE)**, by Cook County Government. This certification does not expire; however, you must re-validate your firm's certification annually.

In the past, we have provided annual letters, this practice will no longer continue given that your firm will remain certified indefinitely based on your compliance to programmatic requirements. Please refer to this letter, the Vendor Directory, and your account dashboard for evidence of certification.

As a condition of continued Certification, you must file a **No Change Affidavit** within **ninety (90) calendar days prior** to the date of the annual renewal. Failure to file this affidavit may result in the removal of your Certification. You must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of such change.

Cook County Government may commence action to remove your firm as a certified vendor if you fail to notify us of any changes of facts affecting your firm's Certification, fails to submit annual renewals, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

This firm is Certified under the following commodity codes/area(s) of specialty:

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION

Your firm's participation on Cook County contracts will be credited toward **Minority Business Enterprise (MBE), Women Business Enterprise (WBE)** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **Minority Business Enterprise (MBE), Women Business Enterprise (WBE)** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

The Office of Contract Compliance

EXHIBIT E
JOINT VENTURE AGREEMENT AND AFFIDAVIT

(NOT APPLICABLE)

EXHIBIT F
KEY PERSONNEL

(KEY PERSONNEL FOLLOW)

EXPERIENCE & QUALIFICATIONS OF KEY PERSONNEL



Ardmore Roderick is providing an organizational chart that showcases the strength and structure of our team, supported by **resumes of key personnel on the following pages** and **biographies of additional staff available below** to deliver PBC PDS services with expertise and reliability.

Additional Staff Biographies

Robert Kolar Utility Coordination (AR)

Robert has 36 years of experience in Project Management, Construction, Supervision, and Policy and Permitting both in the public and private engineering/survey field

Jon Campbell, PE MEP Coordinator (AR)

With over 15 years of experience in mechanical and electrical engineering, Jon currently leads the MEP Design Group at Ardmore Roderick, delivering integrated building systems for complex infrastructure projects.

Beth Alson, RA, LEED AP, BD+C, OSHA 30 HR LEED Sustainability (AR)

Beth has over 35 years of experience in delivering planning, design, program, and construction management for public facilities and transit capital improvement programs. She has led efforts in contract scoping, bidding, negotiation, stakeholder engagement, risk management, QA/QC, and third-party coordination.

Peter Turek, CEM, CPMP, CxA, LEED O+M Commissioning Expert (Turner & Townsend Heery)

Peter has over 30 years of experience as an operations supervisor and a commissioning professional. Peter creates and manages the commissioning process to ensure the owner's project requirements are incorporated. Peter is experienced in commissioning and facility assessments of office, federal government, military, higher education, k-12, civic and healthcare facilities.

Wally Wattersdorf, CSP, OSHA 30 HR Quality and Safety (AR)

Steven "Wally" Waltersdorf is an accomplished Environmental, Health, Safety, and Security professional with extensive experience leading and implementing comprehensive EHS&S programs across various industries. Wally and the Ardmore Roderick teams are committed to putting systems in place for continuous improvement in safety.

Jerome Santoyo, EIT IL, Cisco Certified Network Professional IT Manager (AR)

Jerome is responsible for the development, coordination, monitoring, and management of Ardmore Roderick's information technology systems to enhance operational efficiency and to support business growth.

Matt Vladika, MBA HR Officer (AR)

Matt is Director of Human Resources (HR) at Ardmore Roderick. He has experience in HR, Employee Relations, and Coaching experience in addition to an MBA with a concentration in HR Management. His previous experience includes Training and Development, Process Improvement, Recruitment, and Culture Improvement.

Lesa Holloway Office Administration (AR)

Lesa brings with her a wealth of experience, having served in a range of leadership roles across the Financial Services industry. With over 15 years of progressive leadership experience, Lesa has held notable positions such as Senior Manager, and Board Administrator.

Martin Orozco Accounting (AR)

Martin is a Project Accountant with over five years of accounting experience, primarily in the engineering industry. His role involves performing project accounting and financial accounting tasks for internal and external clients.

Tom Arey PE, LEED AP Change Management (STV)

Thomas has more than 20 years of experience in delivering large capital, planning, design, and construction projects on time and within budget. He is adept at providing effective project management (PM) and construction management (CM) services to help reduce project costs while adding value to the business.

Hiten Patel, PE Project Management (Turner & Townsend Heery)

Hiten delivers a full range of Program Management and Construction Management services, including program management, strategic planning, design oversight, construction management, master budget and schedule development, team leadership and direction, development management and program/project controls.

Cosetta Medina Document Control (STV)

Cosetta has cultivated a solid foundation in project management through hands-on experience, continued learning, and professional development, consistently translating her skills into successful project outcomes and long-term value.

Jignesh Shah, PE, PMP, CCP, VMA, EVP, LEED AP Cost Estimating (AR)

Jignesh is experienced in a variety of pre-construction and construction projects. Jignesh is adept in many computer programs including Destini, OST, Sage Estimating, Precision Estimating – Timberline, MS Projects, MS Excel, and Project Wise

Laurie Price Cost Control (Synnov)

Laurie is a seasoned construction industry professional with over 33 years of experience, recognized for her collaborative approach and proven expertise in cost accounting, cost engineering, project controls, budgeting, and forecasting. She has contributed to the successful execution of major infrastructure programs

Sujal Patel Scheduling (Synnov)

Mr. Patel has 15 years of experience in construction management and program management specializing in major infrastructure projects for agencies including CTA, CDA, and Metra. His areas of expertise include managing complex project controls processes, including detailed scheduling, cost estimating, budgeting, risk analysis to efficiently coordinate project information across stakeholders and drive successful project execution.

Regis Dansdill Compliance (Synnov)

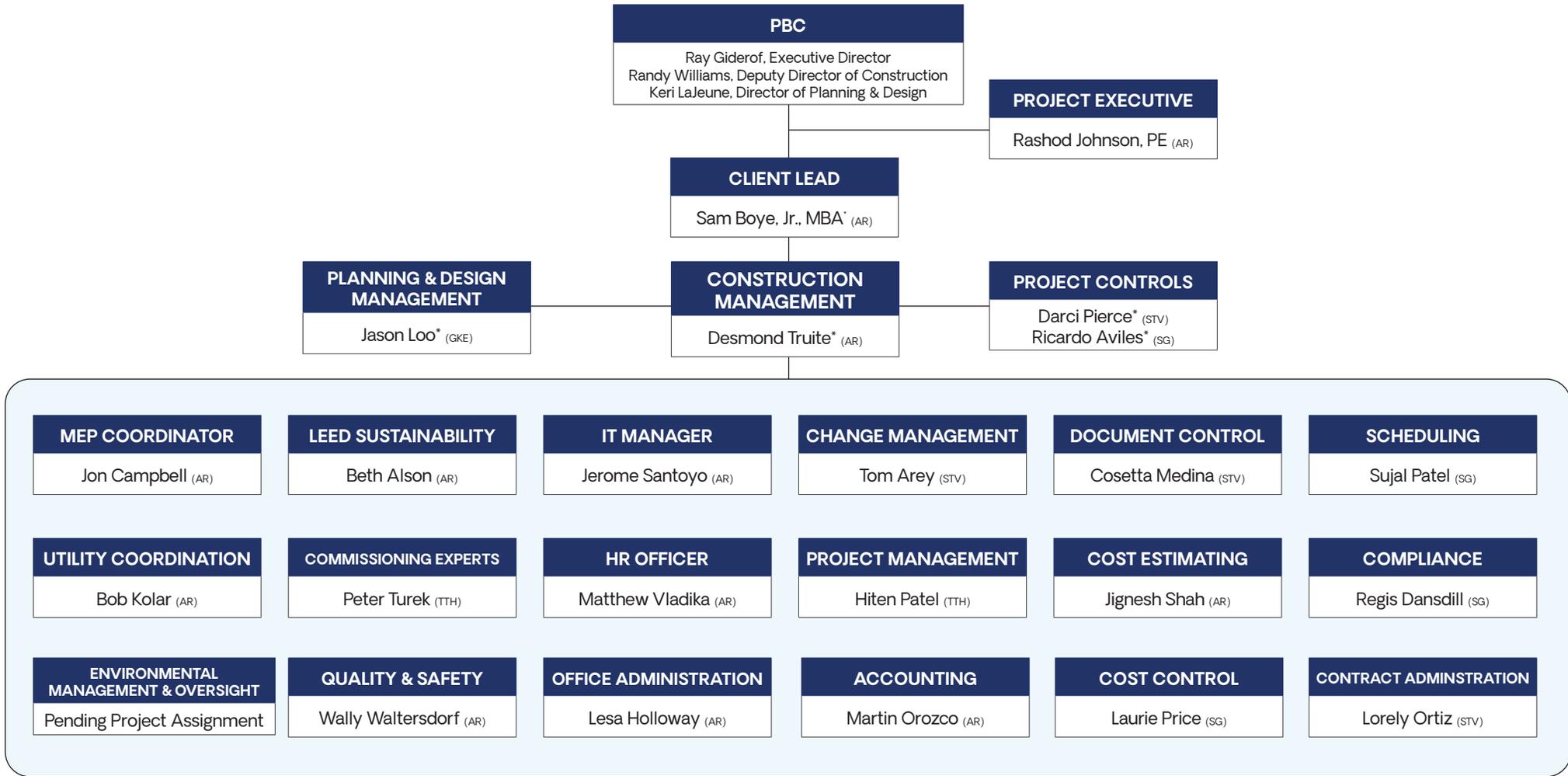
Regis brings 32 years of professional management and administrative experience across both public and private sectors. His background includes 13 years in municipal government, where he supported finance, budgeting, procurement, contract management, and operations.

Lorely Ortiz Contract Administration (STV)

Lorely has 10 years of experience with the management of business processes related to construction projects in Chicago. She manages production teams, identifies problems, and provides targeted solutions. She is proficient in project accounting, budgeting, and financial management.



ORGANIZATIONAL CHART



TEAM KEY	
Ardmore Roderick (AR)	MBE
Garza Karhoff Engineering, LLC (GKE) (Mentor-Protege)	M/WBE
STV, Inc. (STV) (Mentor-Protege)	
Synnov Group (SG)	M/WBE
Turner Townsend Heery (TTH)	
* Denotes Key Personnel	

ARDMORE RODERICK CURRENT PBC PDS TEAM MEMBERS
 Kiara Trejo, Abiodun Johnson, Desmond Truite, Dennis Joplin, Savon Cameron, William Green, Luke Johnson, Dillon Rattray-Mattis, Jaylan Womak

VALUE ADD - ARDMORE RODERICK AT LARGE EXPERTISE/RESOURCES
 CDOT Civil Engineering and CM: Yun Kim (AR)
 DWM CIP: Robert Vaughn (AR)
 MEP Engineering: Jon Campbell (AR)
 Surveying: Don Demkovich (AR)
 FF&E: Shaina Koff (STV)

SAM BOYE, JR., MBA

Vice President of Buildings & Facilities



Sam brings 27 years of experience as a construction management professional, planning, scheduling, budgeting, and managing multiple projects and deadlines from concept to completion. He has led multiple million-dollar projects to completion by coordinating trades, developing partnerships, and building a positive rapport with architects, engineers, local officials, vendors, subcontractors, and Owner/Management while maintaining costs. His career includes serving as a member of the portfolio management team overseeing 3.5+ billion SF of office space and 2,500+ residential units. He currently leads the firm's Buildings & Facilities practice.

WORK EXPERIENCE:

ARDMORE RODERICK

VICE PRESIDENT OF BUILDINGS & FACILITIES | Chicago, IL | 2022 – Present

Sam is responsible for the management of Ardmere Roderick's portion of program-level vertical contracts including those for: Chicago Public Schools, Chicago Capital Development Board, Chicago Housing Authority, Cook County, Public Building Commission of Chicago, and the Chicago Park District. As the leader of the Buildings & Facilities practice, he is responsible for the overall management of several departments within the company including Healthcare facilities, Education facilities-K-12 and higher education, Public Agency facilities, various City of Chicago agencies, and Cook County agencies as well as Private Development.

CHICAGO PUBLIC SCHOOLS BIENNIAL ASSESSMENTS*

PRINCIPAL-IN-CHARGE | Chicago, IL

The scope of this project was to provide biennial assessments of CPS facilities, as required by the Board of Education of the City of Chicago. The team executed a complete assessment of every aspect of the physical structure of each facility, including site, exterior, mechanical, fire protection, and interiors. Also, collected data on Americans with Disabilities Act compliance on all facets of the buildings, from parking and classroom spaces to signage and drinking fountains. The results of the estimated 650 separate assessments, including special assessments and non-CPS charter school facility assessments, were used to inform and prioritize annual, five-year, and 10-year capital improvement budgets. Sam provided leadership oversight on this project.

GOLUB & COMPANY*

PRINCIPAL-IN-CHARGE | Chicago, IL

Sam provided direct leadership and management in excess of \$200 million in value-add renovations on behalf of a Chicago-based real estate investment and development business. Repositioning projects

EDUCATION

MBA, REAL ESTATE INVESTMENT AND FINANCE

DePaul University, 2006

BACHELOR OF SCIENCE, CIVIL ENGINEERING

University of Illinois
Urbana-Champaign, IL, 1998



included hospitality areas, restaurants, lobby renovations, interior and exterior amenity areas, unit renovations, conference centers, fitness areas, bike rooms, management offices, retail build-outs, and corridors. His responsibilities included coordinating and prioritizing resources across projects and creating links between the projects, overall costs, and risks of the Ownership's program. Sam provided strategies covering a layer of management above the typical oversight of projects. Rather, He facilitated selecting the best grouping of projects to proceed with, defining projects in terms of objectives, and providing an environment where projects can be run successfully, whereby steering the Ownership through all stages of program and project development.

PEOPLES GAS & LIGHT FACILITY MASTER DEVELOPMENT PLAN*

PRINCIPAL-IN-CHARGE | Chicago, IL

Sam provided leadership oversight for the facility master development plan. This project provided development assistance, design, and construction services for Peoples Gas & Light/North Shore Gas (PGL/NEG) facility master development plan. Assisted Peoples Gas with renovating or replacing the buildings included in the plan. Managed and coordinated multiple disciplines, developed comprehensive financing plan, and supported the property acquisition team to evaluate potential properties. In addition, retained consultants and contractors to provide services as needed, helping to develop a comprehensive environmental plan, created a detailed budget for the overall project, and established communication and project requirements with municipal review authorities. Also, coordinated with PGL/NEG's community relations personnel, created schedules to ensure projects stayed on track, and coordinated relocation needs for each project as well as project close-out.

ILLINOIS STATE TOLL HIGHWAY AUTHORITY ELGIN O'HARE TOLLWAY*

PRINCIPAL-IN-CHARGE | Chicago, IL

Sam provided leadership oversight for the Eglin O'Hare Western Access (EOWA) project which consisted of constructing a new, all-electronic toll road around the western border of O'Hare International Airport linking the Jane Addams Memorial Tollway (I-90) and the Tri-State (I-294) as well as extending the Elgin O'Hare Expressway east along Thorndale Avenue to O'Hare and rehabilitating and widening the existing Elgin O'Hare Expressway from Illinois Route 19 to Meacham/Medinah Road. Major elements of this multi-billion-dollar endeavor included lane additions, numerous interchange improvements, multiple new interchanges, new toll roads, toll road conversions and extensions, new ramps, and a new four-lane connector.

EXELON COMED CONSTRUCTION MANAGEMENT SERVICES CONTRACT*

PRINCIPAL-IN-CHARGE | Chicago, IL

Sam provided leadership oversight for this project to provide ComEd, an Exelon company, a wide range of program management services to coordinate and prioritize resources across projects and create links between the projects, overall costs, and risks of the client's program. He provided strategies covering a layer of management above the typical oversight of projects, which facilitated selecting the best grouping of projects to proceed with, define projects in terms of objectives, and provide an environment where projects could run successfully, whereby steering the client through all stages of program and project development.

O'HARE INTERNATIONAL AIRPORT MODERNIZATION PROGRAM*

PRINCIPAL-IN-CHARGE | Chicago, IL

Sam provided leadership oversight for the O'Hare International Airport Modernization Program. This is one of the largest construction projects in Chicago's history and will expand the airport in two phases, which comprised a combined 89 design and construction projects. Once completed, the expansion will reduce delays by 79% and transform the airfield from a system of intersecting runways into a modern parallel runway configuration. Representative projects include new and extended runways, each with Runway Safety Areas. Additionally, projects include newly configured taxiways as well as new bridges, air traffic control towers, and a terminal facility. As a joint venture partner, responsible for design and implementation of a program scheduling management. Specifically, provided program scheduling and responsible for the program's cost control system and associated cost reporting. Sam managed the conclusion of this program.

*Work performed at previous firm

DESMOND TRUITE

Senior Project Manager



Desmond has exceptional skills in leading teams, project planning, and project/program management with a reputation for improving productivity, systems integration, and client satisfaction. He has an extensive knowledge of construction means and methods, job costing and engineering principles. Desmond provides successful leadership in determining project priorities, establishing guidelines and requirements for completion of projects on time and within budget.

WORK EXPERIENCE:

PUBLIC BUILDING COMMISSION, AIS (ASSET INFORMATION AND SERVICES) CAPITAL IMPROVEMENT PROGRAM

Deputy Director of Construction | Chicago, IL | 08/2023 – Present

Desmond oversees the PBCs AIS Capital Improvement Program Portfolio of Projects. As part of the role, he supports a team of Senior Project Managers and Project Managers who are responsible for project delivery of the AIS Capital Improvement Program. He also oversees construction processes and procedures (Programming, Budgeting, Estimating, Design and Construction), as well as tracking individual project performance. Specific duties include, but are not limited to participation in preconstruction activities, coordinating project schedules and budget management. He also monitors reports and overall program progress for key performance indicators (KPIs) and potential issues. Lastly, he provides advice, guidance, and direction to all assigned team members in day-to-day to ensure compliance with all PBC Development Policies and Procedures.

ARDMORE RODERICK

SENIOR PROJECT MANAGER | Chicago, IL | 07/2017 - 07/2023

As a Senior Project Manager, Desmond performed professional development services for the Public Building Commission of Chicago (PBC) on Chicago Public School (CPS) and Assets Information and Services (AIS) Capital Projects. He was responsible for the oversight of the design team through regulatory and design review processes. He conducted quality design reviews for conformance with client standards and guidelines, as well as the development and management of project budgets and construction schedules. Desmond also served as the senior manager of team managers on various Job Order Contracts (JOC), Design-Bid-Build, and Construction Manager at Risk (CMAR) projects. He was proficient in change order negotiation and project closeout. Desmond also managed the Requests for Proposal (RFP) and contractor bidding and procurement processes, as well as preconstruction and planning activities such as program assessment, risk analysis, and strategic planning.

EDUCATION

MECHANICAL ENGINEERING

Kishwaukee Community College
Malta, IL

MANAGEMENT

Harold Washington College
Chicago, IL

CERTIFICATIONS

USACE Quality Control Certified

OSHA 30 Certification

Aerial Lift (Man Lift) Operation
Training



CHICAGO HOUSING AUTHORITY

PROJECT MANAGER | Chicago, IL | 2015 - 2017

As Project Manager, Desmond was the general contractor managing construction renovation projects for the Chicago Housing Authority (CHA). He was responsible for scheduling projects in logical steps and budgeting time required to meet deadlines. He managed staff as it related to monitoring, investigating, and maintaining compliance with necessary requirements. Desmond monitored the quality of services, oversaw the implementation of improvement measures, and studied job specifications to determine appropriate construction methods. He selected, contracted, and oversaw staff who completed specific pieces of each project. His responsibilities also included planning and administering annual budgets, monitoring budgetary expenditures, justifying variances on an ongoing basis, preparing contracts, and negotiating revisions, changes, and additions to contractual agreements with architects, consultants, clients, suppliers, and subcontractors. Desmond identified, recommended, and implemented project needs which included staffing, services, equipment, and facilities. He also interpreted and explained plans and contracts to administrative staff, workers, and clients, representing senior leadership.

UNITED STATES ARMY CORPS OF ENGINEERS*

PROJECT MANAGER | Kabul, Afghanistan | 2013 - 2015

This project involved the Design Build Construction of the Afghanistan National Police (ANP) Headquarters Compound for the U.S. Army Corps of Engineers (USACE) in the Paktika Province. As Project Manager, Desmond was responsible for inspecting and reviewing operations to monitor compliance with building/safety codes, and other regulations. He reviewed contract documents and submitted Requests for Information (RFI's) as necessary, facilitated weekly progress meetings, and adjusted timelines as needed. Desmond also coordinated the subcontractors' work with the overall progress schedule, and reviewed contractor agreements, pay requests, and other project documentation. He was also accountable for budget development, financial performance, labor productivity, staff management practices, quality management, quality improvement, regulatory compliance and achievement of project goals and objectives.

CHICAGO DEPARTMENT OF AVIATION*

FIELD INSPECTOR | Chicago, IL | 2010 - 2013

As a Field Inspector, Desmond inspected building materials for compliance with specifications and approved submittals. He monitored construction practice and established data quality control checks, ensuring compliance with institutional, state, federal regulatory policies, procedures, directives, and mandates. Desmond conducted monthly audits of field activities and verified field measurements for quality and billing purposes. He also performed final inspections and documented findings and deficiencies in corrective action reports, and documented project expenditures and verified those against the established budget.

CITY COLLEGES OF CHICAGO/CAPITAL DEVELOPMENT BOARD*

PROJECT MANAGER | Chicago, IL | 2007 - 2010

As Project Manager, Desmond was responsible for managing daily operations and site logistics. He provided leadership, direction, and supervision for construction staff with a project budget in excess of \$50 million for the City Colleges of Chicago (CCC) and Capital Development Board (CDB). Desmond researched policies and guidelines, ensuring operations were fully compliant with all regulations, including equal opportunity mandates, and facilitated and supported collaborative efforts, acting as the liaison between the owner and contractors. He led the team in monitoring and assessing the status of the project and translating that information to budgets, systems, and operational changes. Desmond briefed senior leadership on key issues and activities, worked in partnership with staff to prevent illness and injury, and facilitated community partnerships with neighboring entities i.e., Alderman's office, Fire Department, and local community groups.

*Work performed at previous firm



JASON LOO PE, SE
DIRECTOR OF BUILDINGS
PROJECT MANAGER

Mr. Loo has over 28 years of experience handling all aspects of structural design on a variety of structures from new buildings, evaluation of existing buildings and renovations. He has worked on projects in the education, healthcare, residential, hospitality, commercial and industrial sectors. He will manage building projects and assist in efforts at GKE to expand their portfolio.

Chicago Riverwalk Upgrades, Chicago, IL. Project Manager for structural design engineering services supporting renovations to multiple commercial sites along the Chicago Riverwalk. Collaborated closely with the site architect to provide foundation design for various kiosk stalls, light posts, and park structures. Additional scope included structural upgrades to stairways and accessibility ramps for a riverwalk café, enhancing both functionality and ADA compliance. (2024-2025)

CTA 43rd Street Station Renovations, IL Project manager. The scope of work for this project includes redesigning several access stairs and upgrading station ticketing and aesthetic improvements to the platform and stationhouse areas. The existing northbound exist stair will be demolished and replaced with a new switchback stair. The main stairs in the station house were deemed to deteriorated to repair and will also be replaced. Staged demolition and construction will be required to keep the station accessible at all times. New railing, wall and roof panels will be incorporated to match the new aesthetics of the station improvements. (2022-2025)

CTA Kedzie Street Bus Garage Exterior Envelope Repairs, Chicago, IL 2021-2024. This project involves the restoration and repair of the exterior of CTA's Kedzie Bus Garage. Work includes a comprehensive site inspection around the building's perimeter, followed by corrective measures such as tuckpointing, shelf angle repair or replacement at openings, replacement of missing bricks, expansion joint remediation, parapet wall cap repairs, and waterproofing. New helical wall ties were installed around the entire building perimeter to stabilize the exterior brick layer against the inner concrete masonry unit (CMU) walls. In addition, new lintels were installed above windows and doors to replace damaged or corroded units.

State & Lake Station Reconstruction, Chicago IL, CDOT Structural Engineer designer responsible for designing the typical platform and construction plan development for the new platform design. The existing platform structure is to be removed and completely rebuilt using structural steel beams, angles, supporting precast concrete planks for the typical spans and cast-in-place concrete for the center span. The platform will consist of nine spans of approximately 50 feet and one span of 86 feet. (2020-2025)

O'Hare Global Terminal, Chicago, IL, Chicago Department of Aviation (CDA). Manages GKE's structural staff as part of a structural team on new global terminal to replace the aging Terminal 2. Global terminal project consists of over 2 million square feet of space to handle passengers, operations and travel conveniences. GKE is working with lead structural consultant Magnussen Klemencic Associates by providing foundation design and Revit modeling in live model. Tasks include design of drilled belled caissons, micropiles, shallow foundations, grade beams and working in Revit. (2020-present)

EDUCATION

Master of Science, Civil Engineering, University of Illinois at Urbana-Champaign, 1996

Bachelor of Science, Civil Engineering, University of Illinois at Urbana-Champaign, 1995

PROFESSIONAL REGISTRATION

Structural Engineer Illinois, (081-5756), 2001

Professional Engineer Indiana, (10201200), 2002
 Wisconsin, (44951), 2016
 Texas, (114793), 2013
 Minnesota, (54292), 2016

ASSOCIATIONS

Structural Engineers Association of Illinois (SEAOI)

Location: Chicago, IL

METRA Electric District 79th, 87th, 95th, 103rd, AND 111th Street Stations 2021-2023, Chicago, IL Providing structural engineering services for the design of new station facilities of the 111th Street (Pullman) Station on the Metra Electric District line. GKE is also providing structural services for the rehabilitation of the bridge substructure for all stations along the MED line within the jurisdiction of the project scope. For the Pullman Station design, key tasks at street entrance level include evaluating the removal of a column and deck slab to shift the new stairway rising from grade to stationhouse, evaluating and designing a new elevator shaft, and providing locations required for temporary shoring. Entrance level station design also includes support footings and cantilever roof framing. At platform level, key design tasks include extending and upgrading the platform, addition of a new canopy for the entire length, substructure design for platform and elevator shaft, as well as framing and support of platform and roof level of the new headhouse. An exit stair for emergency use is also being provided at the end of the platform. (2021-2025)

METRA 47th Street Maintenance Yard Diesel Shop, Chicago, IL. Project Manager providing structural design engineering services for a single-story, 50-foot-high maintenance bay addition to an existing diesel shop. The building consisted of structural-steel beams and open-web roof joists. Precast concrete panels were used for the exterior walls. The building also included a fall protection support, 20-ton bridge crane, and concrete work platform. Responsibilities included preparation of design plans for structural steel and concrete foundations. (2016-2019)

514 Hillgrove, KLM Development Group, Western Springs, IL Project Manager for structural design of a four story residential building in Western Springs, IL. Building is designed with masonry bearing walls, precast concrete slabs and steel beams at the podium floor. The penthouse level was framing with steel joists and cold formed steel bearing walls. Construction administration was part of our scope and periodic field visits to inspect progression of construction. (2022-2024)

CTA Skokie Shops Electronic and Hydraulic Repair Room, Chicago, IL. Project Manager. The scope of this project consisted of relocating and modifying and existing storage mezzanine and designing a new permanent mezzanine. The new mezzanine provides additional storage and shop space for maintenance staff and equipment. Mezzanine is constructed from structural steel and composite concrete slabs. Additional coordination was required to accommodate existing electrical and mechanical piping. (2022-2024)

Terminal 5 Renovation, O'Hare International Airport, CDA Providing Structural Engineering Services for the analysis, design and detailing for the Core Area Lower Level Reconfiguration and final design for the New Baggage Handling System. Tasks included site verification and analysis of the existing structure for new pipe loading and various floor slab openings requiring existing steel beam reinforcement and additional framing, masonry lintel beam design for opening in existing wall, new exterior frame supporting new baggage conveyor system. (2020-2023)



Ricardo I. Aviles

Project Controls Manager

EDUCATION

- Bachelor of Science
Civil Engineering; Drexel University
- Easter Mennonite University

REGISTRATIONS

- Professional Engineer in Pennsylvania: PE075771 (08/08/08)
- Professional Engineer in Maryland: 45257 (04/10/14)
- AACEI Certified Cost Professional, CCP: 04877 (01/15/2020)
- AACEI Planning Scheduling Professional, PSP: 583 (09/01/09)

PROFICIENCIES

- Primavera P6
- Blue Beam Quantity Takeoffs
- RS Means
- SharePoint

Mr. Aviles is an experienced Project Controls Manager, with over 32 years of experience specializing in program management and construction management. Mr. Aviles is known for his strong leadership while operating in a fast-paced environments including transportation, commercial, and education sectors, while creating and growing client relationships with clients such as Capital Development Board (CDB), Chicago Housing Authority (CHA), Chicago Transit Authority (CTA), and Metra. Mr. Aviles skills include cost estimating, scheduling, and quality control in both design and construction management.

• **Metra Program Management Oversight (PMO) Services**

Title: Project Controls Manager

- Provide project controls services for the \$2.5 billion, 5-year Capital Program for Metra, focusing on infrastructure improvements, renewing existing rail infrastructure and facilities, and bringing them to a good state of repair; many of which have been under consideration for years and now are in the planning, preliminary design, or implementation phases. Estimates encompass Metra station platform work, track work, sitework, structural bridge work, parking lots, power, communication, utilities, and Metra buildings varying in size and budget from several hundred thousand dollars to several million dollars for each assignment. Responsibilities include participating in review of scope budgeting meetings of conceptual estimates for all divisions including rehabilitation, additions or new construction of Metra station projects throughout Chicago; performing reviews for Design Estimate Submissions on 30%, 60%, 90%, IFB, IFC Submission packages for rehabilitation, additions or new construction of Metra Projects throughout Chicago; assisting the PMO Team on over 40 projects and ongoing work assignments providing reviews and estimates utilizing Blue Beam, Excel (including pivot tables), RS-Means and SharePoint for document control.

• **Chicago Transit Authority Red Line Extension Complex Demolition of Acquired Properties**

Title: Senior Cost Estimator

- Provide cost estimating services for the \$10M RLE Complex Demolition design project consisting of the demolition of buildings on approximately 52 parcels with industrial, commercial, multi-family, single family, and necessary buildings; utility disconnects; environmental abatement and remediation site restoration; and removal of underground storage tank(s) and impacted soil at approximately 20 properties. Responsibilities include providing cost estimates for each parcel at 90% and 100% design development.

• **Chicago Housing Authority Wicker Park Apartments**

Title: Senior Cost Estimator

- Provided cost estimating services for the \$886,000 Wicker Park Apartments façade repairs on a 10-story apartment building. The renovations included scaffolding, removing loose and spalled materials, waterproofing, repairing sealant joints of windowsills, and replacing several windows. Responsibilities included providing one construction documents cost estimate.

• **Capital Development Board Starved Rock State Park Trail System**

Title: Senior Cost Estimator

- Provide cost estimating services for various improvements along the pedestrian trail system at Starved Rock State Park including trail improvements to Tonti Canyon and LaSalle Canyon bridge, Lower French Canyon River Trail Bridge and Jacob's Ladder, and Pontiac Canyon Bluff Trail; miscellaneous trail repairs to various walkways and bridges; upgrades to the water filtration system; and installing 5 vault toilets. Responsibilities include preparing ten final independent cost estimates for the various improvements.

• **Chicago Department of Aviation (CDA) O'Hare Potable Water System Replacement H&R Building**

Title: Senior Cost Estimator

- Provided cost estimating services for CDA's \$24M improvement to the potable water distribution system within O'Hare International Airport's critical infrastructure. The scope of this project included the demolition of existing piping, valves and dewatering; the

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replacement of valves and pipes and pumps, reservoir cleaning and inspection and descaling; and new electrical connections for Sluice gate operators, new panels for revised loads, new pumps, and some controls data cables and control conduit installations; and hazmat mitigation for building and ground removal. Responsibilities included providing a 30% Probable Construction Cost Estimate.

▪ **Chicago Transit Authority ASAP O'Hare Line – Montrose Canopy Replacement**

Title: Senior Cost Estimator

○ Provided cost estimating for the \$25M Montrose canopy replacement project as part of the All-Stations Accessibility Program located along CTA's O'Hare Blue Line. The renovation will improve vertical accessibility by adding two new elevators, an accessible route to the elevators, and provide clearance for wheelchairs and other mobility devices throughout the station. Additional improvements include cleaning and painting the canopy structure, replacing the existing canopy, and replacing two station house roofs. The construction cost estimates provide updates to the platform boarding area, including the replacement of the canopy roofing system with a polycarbonate roofing system, new speakers and cameras, new LED light fixtures and associated conduit and wiring; updates to Station houses North and South, including new ADA elevators, work on foundations, hoistway structures, enclosure/cladding, mechanical/electric systems, platform widening, new modified bitumen roofing system on existing station houses and new roofing on elevator hoistways, and removing existing stairs and providing new aluminum stair treads. Estimates provided included design validation, 30% and 60% design development.

▪ **Metra GEC Task Order Rock Island District Third Main (RI3)**

Title: Senior Cost Estimator

○ Provide cost estimating for the \$855M Rock Island District Third Main, a Task Order Program that improves existing Metra infrastructure throughout the state of Illinois. The project includes establishing a new third main on Metra's Rock Island District (RID) Line from LaSalle Station to Joliet. It will relocate the Metra Southwest Service (SWS) to the expanded METRA RID tracks north of 74th Street in conjunction with the CREATE P2 project. Improvements on this project include the rehabilitation and widening of 18 bridges, redesigned yard, updated maintenance facilities at 47th Street and 51st Street Yard, station facility modifications at 35th Street and Lou Jones Station, signal upgrades, upgraded crossovers, and Joliet Amtrak/Metra Station platform improvements. Estimates include 10% and 30% design development.

▪ **Metropolitan Water Reclamation District Kirie Water Reclamation Plant**

Title: Senior Cost Estimator

○ Provided Quality Assurance/Quality Control review for internal cost estimate performed by internal estimating team for the \$3.34M 60% Submittal Utility Tunnel Cracks and Expansion Joints Rehabilitation project. Scope for the project included repairs and replacement of structural floor planks replacements, wall spalling repairs, expansion joint repairs and replacements, shoring and demolition, structural crack repairs, and scaffolding.

▪ **The Barn at Wildomar**

Title: Senior Estimator

○ Provided estimating services for the \$400K revitalization of The Barn at Windomar shopping center located in Wildomar, CA. The renovations included 23 units of mixed-use property ideal for indoor/outdoor dining, medical offices, shopping, beauty, and professional services. The estimates provided were for two buildings and the surrounding area, which included office space, rooftops, bike paths, unique restaurants, well-known coffee shops and various local services. The scope included pavement parking renovation options, site utility relocation, exterior construction façade, sidewalk crossings, signage changes, and windmill structure foundation and structure.

▪ **PennDOT Betsy Ross Bridge Safety Improvements and Reconstruction**

Title: Project Controls Manager

○ Provided project controls on the \$144M safety improvements and total reconstruction of existing 10-mile section of limited-access highway which runs through five townships, including 41 new or reconstructed bridge structures including an active railroad and the Pennsylvania Turnpike mainline. The project included the reconfiguration of two major interchanges, 53 new retaining walls, noise barriers, utility relocations, staged construction, maintenance and protection of traffic, local roadway detour improvements, wetland mitigation, and community relations. Responsibilities included providing value engineering analysis and written reports for various cost options developed during value engineering sessions held at PennDOT; developing a three-year staged construction schedule with over 3,000 activities for the Betsy Ross Bridge (BR0) Section of the SR 0095 Project in Open Plan; creating a preliminary construction schedule from the Design Field View documents and Type Size and Location (TS&L) documents; attending utility coordination meetings to refine the BR0 preliminary construction schedule; reviewing the Design Field View and Traffic Control Plans for various projects to help develop interim traffic control sequencing between intersecting mainline projects; and developing a master construction schedule in Open Plan encompassing the construction of BRI and BSR sections and related controlling detours.

DARCI PIERCE, PMP

Project Controls Manager

Darci is a results-oriented professional with expertise in program controls, organizational transformation, process improvement, project and portfolio management, and process development within complex organizational environments. She brings strong leadership, analytical acumen, and exceptional communication skills to consistently deliver high-impact results under tight deadlines. A proven leader, Darci excels at anticipating challenges, resolving issues proactively, and cultivating collaborative business relationships grounded in integrity, accountability, and trust. She is dedicated to continuous improvement, driving innovation, and executing strategic initiatives that lead to sustained success.

YEARS OF EXPERIENCE

18

EDUCATION

Bachelor of Science,
Accounting and Business
Management; Bemidji State
University

TRAINING

Process Improvement and
Development,
Implementation and Training

CERTIFICATIONS

PMP Certified, Member of
Project Management
Institute, American
Association of Airport
Executives

PROJECT EXPERIENCE

Turner & Townsend DEN | Associate Director Project Lifecycle Development Consultant

Led the development of a new overarching and scalable project life cycle framework, influencing approximately \$2.0 billion in annual capital expenditures. This initiative encompassed the creation of enhanced and new processes, standard operating procedures (SOPs), training materials, communication strategies, and implementation plans. Darci designed and monitored a comprehensive program aimed at achieving and sustaining delivery excellence by elevating Denver International Airport (DEN)'s culture, performance, consistency of practices, and quality standards. His work included crafting phased workflows, SOP documents, user guides, and training content to support adoption. Through a highly collaborative approach, she integrated insights from DEN leaders, stakeholders, and delivery teams to ensure the framework effectively supports all airport construction projects.

WSP AUS Program Controls and Governance Consultant | Director

Contributed to the implementation of the Planning and Development Program Management Office and Governance framework for the Austin Expansion and Development Program (AEDP), a major initiative at Austin-Bergstrom International Airport (AUS) with an anticipated budget of \$5.4 billion. Darci defined program success factors and key performance indicators (KPIs) to effectively track, monitor, and respond to trends and risks throughout the planning and execution phases of complex projects within the AEDP. She developed the comprehensive program management plan, establishing standard operating procedures, processes, and workflows across planning, estimating, procurement and contract management, cost, risk and schedule management, and resource planning. Darci led the design and rollout of a phased gate approach to project management, identifying critical milestones, authorization requirements, levels of authority, and go/no-go decision parameters. She provided dedicated support to the City of Austin (COA), project managers, and the PMO to build a high-performing team committed to best practices, continuous improvement, and program delivery excellence.

ComEd | Senior Cost Manager

Served as the implementation lead for the deployment of a new forecasting tool utilized by cost analysts and the PMO, ensuring a successful rollout through effective



communication management and the development of comprehensive training materials. Darci provided expert project controls and cost engineering support to directors, managers, and project managers across various initiatives. She contributed to the development and oversight of budgets and annual plans for transmission, substation, and distribution programs. Darci monitored financial risks and opportunities at both the project and program levels, delivering detailed variance analyses against budgets, quarterly plans, and month-over-month performance.

United Airlines Planning and Development PMO | Manager Project Controls

Provided comprehensive technical expertise in project controls, cost management, scheduling, planning, risk mitigation, contract administration, change management, and project management principles to support the successful execution of capital projects and strategic initiatives. Darci oversaw project controls and governance for 43 active projects totaling \$398 million, ensuring data integrity through document review, performance tracking, risk analysis, schedule validation, and change management. She led project controls for major initiatives including the \$197 million Houston Tech Ops Center and the \$325 million baggage handling system, managing all aspects of schedule, cost, risk, change, and contract oversight.

Darci played a key role in establishing the CRE Planning and Development Project Management Office by developing, launching, and monitoring project management processes and best practices. She applied stage gate and lean methodologies to implement tools and workflows that streamlined reporting, enhanced monitoring, and improved tracking of key performance indicators (KPIs); and co-authored and edited the department's Project Management Guide, contributing content, process workflows, and oversight for 15 published chapters aligned with the enterprise-wide Project Lifecycle framework.

Darci supported the implementation of the enterprise project management tool, Plan Plus, by defining requirements, managing schedules, engaging leadership, and delivering process solutions. She facilitated project management training through subject matter workshops and sessions, fostering a results-driven team culture focused on continuous improvement. Darci managed a \$750 million annual cash forecast, delivering analytics and leadership reports that reduced month-over-month variance by 14%, enhancing United's cash management capabilities. She oversaw project funding activities, including bond issuance and reimbursements for capital projects up to \$350 million, ensuring compliance with bond covenants, requisition accuracy, and robust records management practices.

United Airlines Planning and Analysis | Manager Capital Projects

Managed finance, budgeting, project controls and reporting for large capital projects - Houston Terminal (\$225 million), LAX Terminal Redevelopment (\$573 million) and Denver Pilot Training Center a (\$156 million). Darci oversaw capital program controls, ensured appropriate processes and educated stakeholders. She managed schedules, contracts, monthly forecasting, funding sources, bond issuance covenants and grants. Darci focused on successful completion of project buyout and sourcing strategy by conducting in-depth bid and budget reviews, scope and trend analysis; maintained project quality and schedule. She worked closely with stakeholders, consultants, and auditors to drive productive communication, progress and success – reported project KPIs and developed corrective action plans as required. Darci developed business cases and analyzed financial impact of options, presented alternatives to best meet constraints of the program without compromising deliverables. She led development, implementation and training of Unifier Project Management platform (Oracle) for large capital projects - provided guidance on requirements, workflows, process development.



EXHIBIT G
INSURANCE

(INSURANCE FORMS FOLLOW)

**EXHIBIT G
PROJECT DEVELOPMENT SERVICES
INSURANCE REQUIREMENTS
PS3103A**

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 (as applicable)

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

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