



AGREEMENT - PS3008C
PUBLIC BUILDING COMMISSION OF CHICAGO

**REQUEST FOR PROPOSAL (RFP) FOR
CONSTRUCTION COST ESTIMATING SERVICES
(PS3008)**

ISSUED: AUGUST 8, 2018

Responses must be submitted in sealed envelope(s) or package(s). The outside of each must clearly indicate the name of your firm and the name of the Submission.

Submit **1 signed, single-sided, bound ORIGINAL (marked as such)**

Submit **1 double-sided, unbound paper copy**

Submit **4 electronic copies on USB Flash Drives***

Submit **1 single-sided, bound copy of Financial Statements**

*Electronic copies must be in a single, searchable pdf document. No Compact Discs.

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

SUBMISSION DEADLINE:
SEPTEMBER 6, 2018 BY 4:00PM CENTRAL TIME

Mayor Rahm Emanuel
Chairman

Carina E. Sánchez
Executive Director

FIRM NAME:	Rider Levett Bucknall
CONTACT NAME:	Chris Harris
CONTACT TELEPHONE:	312-819-4250
CONTACT EMAIL:	chris.harris@us.rlb.com
ADDRESS:	141 W. Jackson Blvd., Suite 3810, Chicago IL 60604
(Note: Include this page with your submission.)	

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EXECUTION PAGE

THIS AGREEMENT effective as of October 1, 2018 but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Rider Levett Bucknall** with offices at 141 West Jackson Boulevard, Suite 3810, Chicago, Illinois 60604 (the "**Consultant**").

Recitals:

Whereas, the Commission intends to undertake from time to time the acquisition, demolition, renovation, development, construction and/or improvement of buildings, facilities and other improvements ("Project") located in the City of Chicago ("City") at the request of various governmental and public agencies ("User Agency").

WHEREAS, the Commission requires certain professional services as described in Section III the Request for Proposals of the Agreement (the "Services") in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

WHEREAS, the Consultant desires to be retained by the Commission to perform the Services and has represented to the Commission that the Consultant is qualified and competent, by education and training, and has the knowledge, skill, experience and other resources necessary to perform the Services required by the Agreement in accordance with terms and conditions of the Agreement.

WHEREAS, in reliance upon the Consultant's representations and Key Personnel as identified in the Request for Proposals response, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

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

EXECUTION PAGE

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Mayor Rahm Emanuel
Chairman

Date: 1/24/19

ATTEST:

Lori Ann Lypson

Lori Ann Lypson
Secretary

Date: 1/24/19

Approved as to form and legality:

Anne L. Zredd

Neal & Leroy, LLC

Date: 1-23-2019

CONSULTANT: *Rider Levett Bucknall Ltd*

[Signature]

President

Date: January 11, 2019

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Maricopa

State of: Arizona

Subscribed and sworn to before me by Julian Anderson
on behalf of Consultant this 11th day of Jan 2019.

Pamela Shaw-Reidy

Notary Public

My Commission expires: 9-28-2019

(SEAL OF NOTARY)



TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
 - a. **Agreement** means this Professional Services Agreement for Construction Cost Estimating Services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders made in accordance with the terms hereof.
 - b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.
 - c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.
 - d. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.
 - e. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.
 - f. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
 - g. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Proposals response.
 - h. **Online Collaboration and Documentation Management** or **OCDM** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.
 - i. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide the Scope of Services required by the Commission under Section III of the Request for Proposals response and the assigned Task Order.
 - j. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant that furnishes labor, materials and/or equipment to the Consultant related to the performance of the Services and/or improvement of the Project.
 - k. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.
3. **Incorporation of Documents.** The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

TERMS AND CONDITIONS

4. Engagement and Standards for Performing Services.

- a. **Engagement.** The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.
- b. **Performance Standard.** The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by practicing consulting professionals performing services of a scope, purpose, and magnitude comparable with the Services to be provided under this Agreement and the assigned Task Order. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.
- c. **Consultant's Personnel.** The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and the assigned Task Order in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement and the assigned Task Order.
- d. **Independent Contractor.** In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.
- e. **Limitations on Sub-Consultants and Subcontractors.** Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.
- f. **Failure to Meet Performance Standard.** If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.
- g. **Changes to the Services.** The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and

TERMS AND CONDITIONS

Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.

- h. **Non-appropriation of Funds.** If funds have not been appropriated in full or in part, the Commission has the right to terminate the Agreement. Such termination will be considered a termination for convenience. The Commission will not authorize the Consultant to provide services under this Agreement unless sufficient funds are appropriated to pay for the services.
 - i. **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.
 - j. **Minimum Wage.** Consultant must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended. The Commission adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at http://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf. If the payment of prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then Consultant must pay the prevailing wage.
 - k. **Participation by Other Government Agencies.** Other Local Government Agencies (defined examples below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the Commission, and (c) such purchases have no net adverse effect of the Commission and result in no diminished services from the Contractor to the Commission. Examples of such Local Government Agencies are the following: Chicago Board of Education, Chicago Park District, City College of Chicago, Chicago Transit Authority, and Chicago Housing Authority. Please note this list is not exhaustive, only a sample. Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The Commission will not be responsible for payment of any amounts owed by any other Local Government Agencies and will have no liability for the acts of omissions of any other Local Government Agency.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.

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6. **Duties and Obligations of Consultant.**

- a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 *et. Seq.* the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 *et. Seq.*, the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 *et. Seq.* and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, 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 Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.
- b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant 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 only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (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 shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) 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 kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees 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 employees to whom they are due.
- c. **Ethics.** 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 www.pbcchicago.com/pdf/RES_PBC_eCr_CodeofEthicsConsolApril%202013_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 will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. 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 Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.

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- e. **Delays.** The Consultant agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Consultant to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.
- f. **Records.** The Consultant shall maintain accurate and complete records of expenditures, costs and time incurred by Consultant in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Consultant's offices upon reasonable notice during normal business hours. Consultant shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.
- g. **Online Collaboration and Documentation Management System.** The Commission may require the Consultant to use the Commission's electronic document management system or OCDM in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the OCDM procedures and submit progress reports and other Deliverables through the OCDM System. The Consultant must attend courses and receive training on the OCDM System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at OCDM System courses are not compensable by the Commission.
- h. **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 is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.
- i. **Compliance with Laws.** In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.
- j. **Progress Meetings.** Meetings to discuss the progress of the Project and/or to review the performance of the Consultant may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Consultant agrees to cause such meetings to be attended by appropriate personnel of the Consultant engaged in performing or knowledgeable of the Services.

7. **Term.**

- a. The term of this Agreement is three (3) years with two (2) successive one (1)-year renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days' notice to the Consultant and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.
- b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Consultant at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have 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 given to the Consultant at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Consultant from liability for the performance of any obligation of the Consultant under this Agreement performed or to have been performed by the Consultant on or before the effective date of termination or suspension. Provided the Consultant is not in default under this Agreement at the time of termination or suspension, the Commission

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agrees to pay to the Consultant, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Consultant for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Consultant for any loss, cost or damage which the Consultant or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Consultant for actual expenses approved by the Commission.

- c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

8. Task Orders.

- a. **Task Order Service Requests.** During the term of the Agreement, the Commission may issue one or more requests or solicitations for specific Services to be performed under the Agreement (a "Task Order Service Request" or "TOSR"). Each such Task Order Request will identify the Project, describe the specific Services to be performed, the desired completion date, and any other information or documents to be provided by the Consultant in responding to the Task Order Service Request.
- b. **Task Order Proposals.** Consultant must submit to the Commission a written response to the Task Order Service Request by providing the information and documents requested (the "Task Order Proposal"). The Task Order Proposal will propose a schedule, key personnel, budget, Deliverables, and any other information or documents listed in the Task Order Service Request. The Task Order Proposal must be submitted within the time specified in the Task Order Service Request. Any costs associated with the preparation of such Task Order Proposal are not compensable under the Agreement and the Commission is not liable for any such costs.
- c. **Review Process.** The Commission will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the Task Order and specific Services to be performed and/or Deliverables to be provided. If the Commission and Consultant negotiate changes to the Task Order regarding the specific Services and/or Deliverables to be provided, Consultant must submit a revised Task Order Proposal (based upon such negotiations) to the Commission.
- d. **Notice of Approval of Task Orders.** All Task Orders are subject to the written approval of the Commission and no Task Order will become binding upon the Commission until it is approved in writing by the Executive Director (or designee). Absent approval of a Task Order, as described below, the Commission will not be obligated to pay or have any liability to Consultant for any Services or Deliverables provided by Consultant pursuant to such Task Order. An approved Task Order shall include, a signed approval on Commission letterhead, Consultant's proposal, approved Certificate of Insurance, and an approved MBE/WBE Compliance plan.
- e. **No Obligation.** Consultant acknowledges and agrees that the Commission is under no obligation to issue any Task Orders, and that it is within the Commission's discretion whether to include Consultant in any solicitation for Task Order Proposals.

- 9. **Compensation of Consultant; Submission of Invoices through OCDM.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$1,500,000.00. 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, no more frequently

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than once every thirty (30) days, in electronic format using the OCDM System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through OCDM will result in delayed or non-payment to the Consultant.

10. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

- a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.
- b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
- c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
- d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.
- e. **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 Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
- f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
- g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.
- h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.

11. **Indemnification of Commission and Third-Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third-party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.

12. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in Exhibit E – Insurance Requirements.

13. **Default.**

- a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
 - i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period

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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 thereof shall have been given to the Consultant by the Commission;

- ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
 - iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
 - iv. 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 a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or
 - v. There shall be commenced any proceeding 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 thereof, or there shall be appointed, 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 shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.
- b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have 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. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.
- c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
14. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the 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 this Agreement, the Project, the Services or any assigned Task Order. 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. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

TERMS AND CONDITIONS

15. **Assignment.** The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.
16. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.
17. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, 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. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.
18. **Miscellaneous.**
- a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
 - b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
 - c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
 - d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
 - e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
 - f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

TERMS AND CONDITIONS

- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant 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 this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

SCOPE OF SERVICES

(Attached and Incorporated Hereto)

SECTION III

SCOPE OF SERVICES

A. INTRODUCTION

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

The PBC is currently soliciting qualifications and proposals from firms interested in providing Construction Cost Estimating Services ("The Services") to the PBC.

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

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

B. INTENT

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

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C. SCOPE OF SERVICES

The Commission will contract with Construction Cost Estimators to provide cost consulting services on an as-need basis. The services may include, but are not limited to: project budgeting, construction cost estimating, value engineering, cost control estimates, bid tabulation reviews, and change order cost analysis.

Construction and/or rehabilitation projects undertaken by the Commission may be solicited in any of the following manner:

1. Design-Bid-Build (Invitation for Bid)
2. Design Build (Request for Qualifications and/or Proposals)
3. Job-Order Contracting (JOC)
4. Construction Management at Risk
5. Any other method deemed appropriate by the PBC.

The Respondent(s) selected to provide Cost Estimating Services on PBC projects will be required to perform cost estimating services as follows:

1. General Administration and Coordination

The Construction Cost Estimator shall, at all times, work collaboratively with the Commission, corresponding Design Team, Sub-Consultants and General Contractor, if necessary, as well as, all regulatory agencies throughout the life of the project.

The general administration and coordination activities to be performed by the Construction Cost Estimator include but are not limited to the below:

- Provide adequate staff to coordinate and support the project at each milestone estimate.
- Attend kickoff and periodic milestone meetings as required.
- Perform field visits and activities, as required, to become thoroughly familiar with the site and conditions surrounding the site, as well as, document the conditions observed on the site.
- Work with the Commission to evaluate the risk associated with the design and to ensure that variables such as site logistics, constructability, local participation, shift work etc. are adequately accounted for in costs.
- Advise on the advantages and disadvantages of the various project delivery methods and recommend the appropriate delivery method for specific projects.
- Identify long lead items and recommend methods of procurement to achieve the project schedule.
- Participate in value engineering exercises and evaluate proposed building design systems as to quality, first cost and life cycle cost, constructability, and labor material availability.
- Become familiar with local labor rates and labor conditions/availability.
- Consult with and advise the Commission of budget variances and make recommendations for corrective actions.
- Provide quantity takeoffs and third party tabulations.
- Review drawings and specifications for errors and omissions trade consistency.
- Provide estimating training to PBC staff as requested.
- Provide master planning cost estimating and analysis.

2. Cost Estimates

Construction cost estimates shall include all aspects of demolition, remodeling, new construction, and site improvement work. Projects may include new construction projects, renovation projects, or conceptual planning projects and may include infrastructure or civil projects.

Estimates shall be prepared in a manner as to conform to all applicable codes and ordinances.

The number and type of estimates will vary from project to project based on the complexity of work contemplated to be undertaken. The actual number and type of estimates shall be determined by the Commission prior to the start of each project sequence.

The Construction Cost Estimator shall work with the Commissions' Design Team/Consultants, as may be required. The Construction Cost Estimator shall inform the Commissions' Design Team/Consultants of estimating protocols and required documentation formats prior to the start of each design phase.

The Construction Cost Estimator shall prepare and present construction cost estimates in a format that will clearly define the scope of the work being evaluated and be presented to the Commission with detailed breakdowns indicating all quantities and unit costs. Estimates will become the benchmark against which the evolving designs will be reconciled. Subsequent estimates shall be presented so that variances from the preceding estimates are clearly identifiable.

Estimates shall reflect factors influencing the potential cost of the project including but not limited to, market conditions, escalation, trade availability, Contractor's overhead, profit, and insurance, local and jurisdictional code issues, the Commission's building and system standards and the Commission's procurement requirements.

Estimates may also include soft costs, hard costs, ancillary costs, furniture, fixtures and equipment and contingencies. Estimates may also take into consideration relevant asbestos, geotechnical, geological, hydrogeological, environmental, site and development issues that may impact construction costs.

When estimated costs vary from the preceding project estimates, the Commission may determine that it is necessary for the Construction Cost Estimator, in collaboration with the Design Team/Consultants, to undertake a value management evaluation (options, advantages, disadvantages and recommendations) in order to identify specific methods to bring the costs back in line within the accuracy range of the project budget.

When project scopes are determined to present special risk factors, the Construction Cost Estimator may be directed to present multiple estimates reflecting different levels of risk.

The Construction Cost Estimator shall prepare construction estimates for various projects reflecting the specific development phase of the project (including but not limited to: Schematic Design, Design Development, 60% Construction Documents, 90% Construction Documents and Issue for Bid) to verify that the design and scope of the project are within the budget parameters. Estimates shall be based on project scopes and schedules and shall include reasonable contingencies. Estimates shall be realistic for the work to be performed, reflect a clear understanding of the project requirements, and shall be consistent with the unique project requirements.

Depending on project complexities, the Construction Cost Estimator may be required to prepare construction cost analysis at the end of 100% Preliminary Design Phase, 100% Schematic Design Phase, 100% Design Development Phase, 50% Construction Documents Phase, 90% Construction Documents Phase, Issue for Bid Documents, and 100% Construction Documents Phase.

Estimates shall be presented to the Commission with detailed breakdowns indicating all quantities and unit costs and as follows:

a. Preliminary Project Estimates

Preliminary project estimates shall be developed by the Construction Cost Estimator with oversight by the Commission. The estimates shall be developed from discussion with the Commission's Design Team/Consultants and other key stakeholders as may be needed and shall be based on project information provided by the Commission's Design Team/Consultants such as conceptual site plans, conceptual floor plans, preliminary building size calculations, mechanical, electrical and plumbing (MEP) narratives, and additional reports or site assessment information as available.

The Construction Cost Estimator shall submit the draft preliminary project budgets to the Commission. Based on comments received, revise the draft preliminary Construction budget as required and submit the final baseline Construction budget to the Commission for approval.

The Construction Cost Estimator will provide the Services at each of the project design milestones identified below. The cost estimating support should include but not be limited to: verification of take-off quantities, prepare project estimates, material cost forecasting, construction phasing review, provide input on risks associated with the construction and proposal of any constructability or value engineering or scheduling comments that are evident during the course of the estimating work. The Construction Cost Estimator (in coordination with the Commission) may provide intermediate estimating support to Commission's Design Team/Consultants for design alternatives and/or construction packages at varying stages or phases of the project.

b. Schematic Design Estimates

Schematic design estimates shall be developed by the Construction Cost Estimator, with oversight by the Commission. The estimates shall be developed from discussion with the Commission's Design Team/Consultants and other key stakeholders as may be needed and shall be based on project information provided by the Commission's Design Team/Consultants such as site plans, floor plans, structural system plans, mechanical electrical and plumbing plans and

narratives, phasing narratives and schedules. (Note multiple schematic designs may be provided for comparative purposes to assist The Commission in the selection of a preferred option.)

Schematic design estimates shall be compared by the Construction Cost Estimator against the preliminary Construction budget to identify variances. Variances shall be highlighted so that specific action can be undertaken to reduce costs as may be required.

c. Design Development Estimates

Design development estimates will be developed by the Construction Cost Estimator with oversight by the Commission. The estimates shall be developed from discussion with the Commissions' Design Team/Consultants and other key stakeholders as may be needed and shall be based on project information provided by the Commissions' Design Team/Consultants such as site plan, floor plans, building sections, building elevations, structural system plans, mechanical electrical and plumbing plans and narratives, phasing narratives and schedules..

At the completion of design development phase, the design development estimate for each project will be compared by the Construction Cost Estimator against the latest prior approved estimates to identify any variances. Variances shall be highlighted so that specific action can be undertaken to reduce costs as may be required.

d. Pre-Bid Estimates

Pre-bid estimates will be developed by the Construction Cost Estimator with oversight by the Commission. These estimates shall be prepared prior to issuance of bid and shall occur at approximately 90% completion of the Construction Documents. The estimates shall be developed from discussion with the Commissions' Design Team/Consultants and other key stakeholders as may be needed and shall be based on project information provided by the Commissions' Design Team/Consultants such as detailed drawings, phasing plan, detailed specifications and project schedule.

Depending on the complexity of the project and when directed to by the Commission, these estimates shall also occur at 50% completion of the Construction Documents as listed above.

Pre-bid estimates for each project will be compared by the Construction Cost Estimator against the latest prior approved estimates to identify any variances. Variances shall be highlighted so that specific action can be undertaken to reduce costs as may be required.

e. Bid Addenda

When Addenda are issued prior to bid opening, the Construction Cost Estimator may be asked to complete an update to the Pre-Bid Estimate, which incorporates the Addendum. If the Addenda contain a monetary and/or schedule impact, the Construction Cost Estimator will collaborate with the Commissions' Design Team/Consultants to realign the cost estimate and bring it back to the approved Pre-Bid Estimate.

f. Bid Evaluations

The Construction Cost Estimator shall analyze and report on all bids with recommendations after consultation with the Commission, the Commissions' Design Team/Consultants and bidders. The analysis shall identify any potential problem areas that may affect completion of the project in accordance with the budget and time schedule, along with recommended action. The Construction Cost Engineer shall assist the Commissions' Design Team/Consultants in undertaking post-bid value management, as may be required, including the incorporation of suggested alternatives and savings contained within the submitted general contractor bids. The Construction Cost Estimator shall make recommendations on any other matters that may have become evident during discussions with the parties or that may have become evident during the course of the Construction Cost Estimator review and inquiries.

Upon acceptance of a bid, the Construction Cost Estimator shall prepare a complete project budget, including construction costs, ancillary costs, furniture, fixtures and equipment and contingencies.

g. Construction Change Orders

When requested by the Commission, the Construction Cost Estimator shall provide full review of all change orders in consultation with the Commission and the Commissions' Design Team/Consultants. Reviews may include cost as well as schedule impacts.

D. ESTIMATE REPORTING FORMAT REQUIREMENTS

The Construction Cost Estimator shall prepare and present construction cost estimates in a format that will clearly define the scope of the work being evaluated. The Construction Cost Estimator may be required to conform the estimates to AACEI (Association for the Advancement of Cost Engineers International).

Reports and the report contents shall be presented in a format satisfactory to the Commission. All cost estimate documents shall be prepared in electronic format and must be compatible with Adobe Acrobat Reader. The Construction Cost Estimator shall assist the Commission in the determination of these formats.

Estimates and associated cost analysis reports and all subsequent updates shall be submitted to the Commission within ten (10) working days after the Design Team's submission of documents for each phase of work (or within such time as directed by the Commission).

The Construction Cost Estimator will prepare reports as follows:

1. Reports

a. Basis of Estimate Report

Each estimate is expected to be accompanied by a Basis of Estimate (BOE) report. The BOE report is expected to include the following minimum components:

- Narrative, including assumptions and clarifications
- Breakdown by facility, discipline, bid group or subcontract package
- Material quantity take-offs
- Unit prices
- Labor and equipment rates
- Labor and equipment production rates
- Subcontractor costs
- Scope assumptions and clarifications
- Identification of long lead procurement items (equipment, materials and supplies)
- Mark Ups consistent with project delivery
- Provide any market pricing received from material suppliers and/or subcontractors

b. Estimate Variance Report

In addition to the Construction Cost Estimator's estimates, an estimate will be provided by the Commissions' Design Team/Consultants at milestones as directed by the Commission. The Construction Cost Estimator will be responsible for reviewing and comparing the estimates and preparing a variance report at the specific milestones for the Commission to document, at a minimum, any significant differences between the estimates.

As part of this report, the Construction Cost Estimator shall produce a narrative and chart showing the major cost changes and explaining the reasons for the change between the other estimates submitted at this phase. The amount of detail shown in this section of the variance report will be commensurate with the size, complexity, and severity or magnitude of the scope change. If the estimate requires a second resubmittal, the report may require updating.

ASTM E1804, "Standard Practice for Performing and Reporting Cost Analysis during the Design Phase of a Project," outlines the correct way to display cost estimates. This following is an example of this specific format:

Division of Work	ICE Estimate	Estimate X	Variance Dollars	Variance Percentage
Sitework	\$250,000	\$275,000	+\$25,000	+9.1%
Concrete	\$525,000	\$475,000	-\$50,000	-10.5%

c. Additional Reports

The Construction Cost Estimator shall prepare, distribute and retain records of all project cost control meetings and interviews with the Commission, the Commissions' Design Team/Consultants, Contractor(s), other specialty consultants and other agencies/companies, as applicable.

All reports shall be prepared in electronic format and must be compatible with Adobe Acrobat Reader or any other method mutually agreed to by both parties.

The number and type of reports will vary from project to project based on the complexity of work contemplated to be undertaken. The actual number and type of reports shall be determined by the Commission prior to the start of each project sequence (or within such time as directed by the Commission).

2. Restrictions

Where the Commission has engaged the Consultant to perform any Cost Estimating Services on a Commission project, the Consultant is prohibited from working with/for any other party (exclusive of the User Agency) relating to that particular project, in any capacity. However, the Consultant may submit (in writing) a waiver request of the aforementioned prohibition, and the Commission, may, in its sole discretion, grant such a waiver, where the Commission's client's interests are best served.

E. ADDITIONAL CONTRACT REQUIREMENTS

The Construction Cost Estimator shall prepare cost control strategies to ensure that construction costs and related schedules can be monitored at regular design submission milestones and throughout the construction project.

The Construction Cost Estimator shall attend value engineering meetings, if deemed necessary, to assist in bringing costs in line with the budget.

The Construction Cost Estimator shall suggest methods to contain cost over runs on the project including but not limited to the use of "alternates bid items" in the bidding documents.

The Construction Cost Estimator shall attend Owner/Designer/Bidder/Contractor meetings and present information as requested.

Respondents shall be responsible for providing all labor, equipment, material and consumables necessary for the production of the Services.

The Commission will not be obligated to any minimum or maximum quantities.

All work completed will be subject to inspection and approval by the Commission. Acceptable quality is solely determined by the Commission and Commission Authorized Representative. The Commission reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the Respondent(s).

Any work provided by the Commission and/or the Authorized Commission Representatives for use in the performance of the Services involves property rights of the Commission and shall be held as confidential by the Respondent(s).

F. TERM

The Tern Agreement will be for a three (3) year term period with the option to extend for up to two (2), additional one (1) year periods.

SCHEDULE A – COST PROPOSAL

(Attached and Incorporated Hereto)

CONSTRUCTION COST ESTIMATING SERVICES – PS3008
SCHEDULE A – COST PROPOSAL
(Best and Final Offer)

A. HOURLY RATES

PERSONNEL		RATE
1	Principal	\$ 175.00
2	Senior Cost Estimator	\$ 140.00
3	Cost Estimator	\$ 115.00
4	Junior Cost Estimator	\$ 90.00
5	Administrative Assistant (Clerical)	\$ 85.00
6	Structural Cost Estimator	\$ 140.00
7	Civil Cost Estimator	\$ 140.00
8	Mechanical Cost Estimator	\$ 140.00
9	Electrical Cost Estimator	\$ 140.00
10	Blended Hourly Rate:	\$ 140.00
11	Other:	\$
12	Other:	\$
13	Other:	\$
14	Other:	\$
15	Other:	\$
16	Other:	\$
17	Other:	\$
18	Other:	\$
19	Other:	\$
20	Other:	\$
Notes: The Hourly Rate table provides various hourly rates for the staff who will work on the projects. The hourly rate shall include typical overhead (except the "Reimbursable Expenses") for each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxi cab fares, parking, tolls, insurance, marketing and any other costs incurred.		

FIRM EXPERIENCE AND KEY PERSONNEL

(Attached and Incorporated Hereto)

2.0 EXPERIENCE AND QUALIFICATIONS OF FIRM

PROJECT PROFILES



UNIVERSITY OF ILLINOIS AT CHICAGO, BUILDING 909 5TH FLOOR LABS ◀

CHICAGO, ILLINOIS

RLB recently completed the CD level estimate on this project at University of Illinois, Chicago for Moody Nolan Architects. This is a CDB funded project and has been on hold for 12 months. It involves the renovation and fit out of the 5th floor of two adjoining buildings. Fit out area is 20,000 square feet and since the project has not gone to bid yet, we will state the value as in the region of \$10 million. The main element of the project is laboratory area fit out, but also includes one floor of window replacement, the roof replacement and the mansard slate roof replacement.

WILL COUNTY COURTHOUSE - EXTERIOR FRAMING ◀

JOLIET, ILLINOIS

This project involved supporting the bid submittal of DBM Services, Inc. for the exterior framing and toilet accessories for work on the new Will County Courthouse. The purpose of our estimate was to ensure their own estimate covered all the items required for the exterior framing. The exercise was to validate the man hours required; consequently, our estimate was a take-off of quantities and a creation of productivity and man hours. The result gave DBM the confidence to successfully bid subcontract work to Gilbane. The success of this exercise resulted again in DBM asking us to create quantities for all the various suspended ceilings and although the estimate was created in the RLB propriety estimating system (ROSS 5D), we can print in Excel to enable third party use. The labor contract value was close to \$500,000.

CRYSTAL LAKE SCHOOL DISTRICT 47 - NINE SCHOOLS ◀

CRYSTAL LAKE, ILLINOIS

RLB completed a concept estimate for nine schools within this district, Crystal Lake. The work involved a variety of renovation and repair work, including interior finishes, plumbing, HVAC, electrical, roofing and site improvements. Total gross square footage was close to 800,000 square feet and a cost approximately \$10 million dollars. Although the information provided by the architect was marked up comments on unscaled drawings, we were able to create a valuable budget for the school district from meetings and communication along with Google Earth visuals of the existing conditions.

2.0 EXPERIENCE AND QUALIFICATIONS OF FIRM

PROJECT PROFILE



LACAMAS LAKE ELEMENTARY SCHOOL ◀

CAMAS, WASHINGTON (NOTE: WORK OUTSIDE OF CHICAGO)

Lacamas Lake Elementary School is one of two new school facilities for Camas School District cost managed by Rider Levett Bucknall. Replacing the 50-plus year old Lacamas Heights Elementary School, this new 73,000 SF school building will house 600 students grades K-5. Lacamas Lake Elementary strives to connect its students with nature, which is reflected in the design of the school, incorporating the courtyard area with a large deck that overlooks Mt. Hood. Other aspects of the project include a one-story facade with a drop-off porch and seating, a welcome center, administration space, collaborative teaching spaces designed to encourage group learning, special education rooms, an idea maker lab, music room, commons, resource room, gymnasium and media center.

Rider Levett Bucknall led all facets of cost control on this hard bid project. Our scope comprised the traditional milestone cost estimates, as well as proactive value management and alternative pricing. Additionally, we advised Camas School District on schedule, procurement strategies, and the bidding climate. **Rider Levett Bucknall's final estimate came within 3% of the low bid.**

Size: 74,000 SF

Cost: \$29.8M

Expected Completion: Fall 2018

Scope: Cost Management, Proactive Value Management & Assistance with Scheduling, Procurement Strategies and Bidding Climate



2.0 EXPERIENCE AND QUALIFICATIONS OF FIRM

PROJECT PROFILE

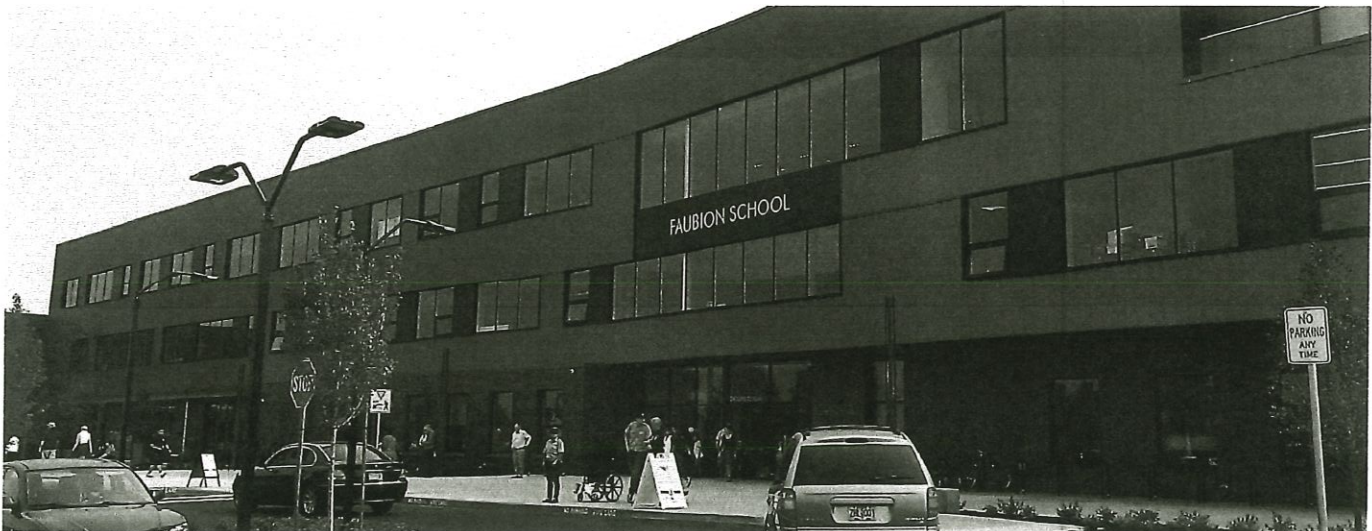


FAUBION PK-8 / CONCORDIA UNIVERSITY PARTNERSHIP SCHOOL BUILDING ◀ PORTLAND, OREGON (NOTE: WORK OUTSIDE OF CHICAGO)

Developed through a special partnership between Portland Public Schools and Concordia University, the new Faubion PreK-8 school is part of an innovative new school structure called "3 to PhD." The completed facility combines Faubion School, the Concordia University College of Education, an early childhood education center, a health and wellness center, state of the art STEAM /Maker Space facilities, a food club with organic and nutritious products, and other services for the school community.

Rider Levett Bucknall led the cost control effort for this traditional hard bid project, creating systems (Unifomat) cost models to aid the design team in designing to an allocated budget for this dual Concordia College/Portland Public Schools joint-venture facility. Thereafter, Rider Levett Bucknall assisted the Architect between milestone designs with cost exercises and life cycle analysis on various components to help decision making. Our milestone estimates were broken out by Ownership group. At the end of each milestone stage, **Rider Levett Bucknall led extensive value engineering efforts to maintain budget control, leading to a hard bid result within 0.5% of our final CD Estimate.**

Size: 133,377 SF
Cost: \$36.8M
Completion: August 2017
Scope: Cost Management, Value Engineering, Life Cycle Cost Analysis



2.0 EXPERIENCE AND QUALIFICATIONS OF FIRM

PROJECT PROFILE



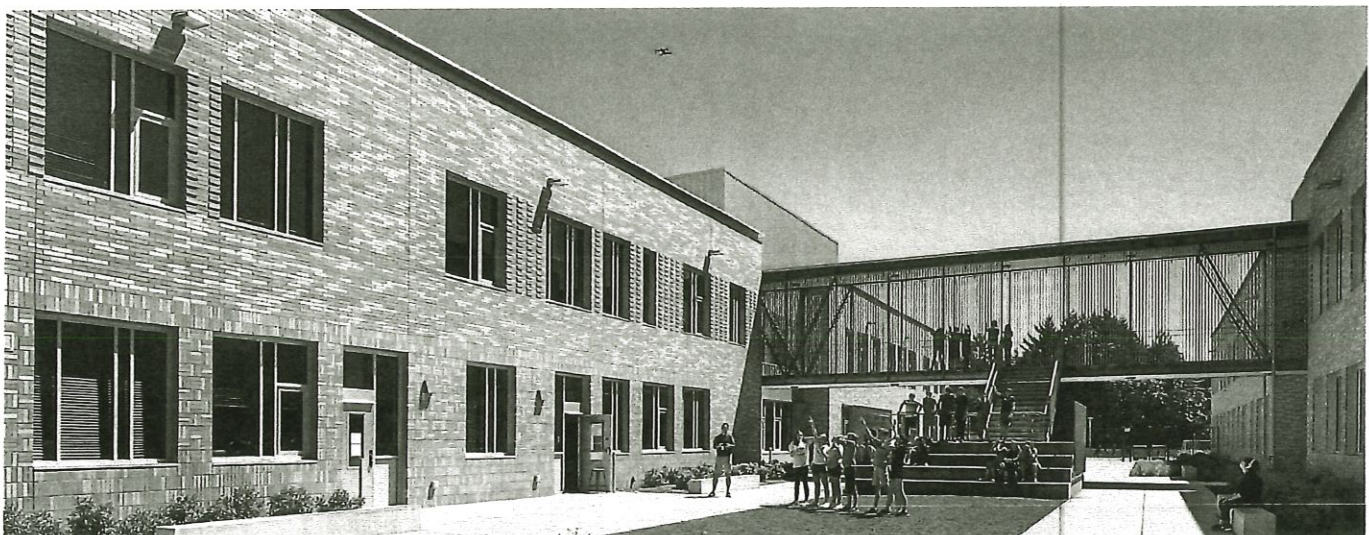
BEAVERTON MIDDLE SCHOOL ◀

BEAVERTON, OREGON (NOTE: WORK OUTSIDE OF CHICAGO)

This new \$61M middle school in Beaverton, Oregon opened its doors in September 2016. Designed as a learning tool, the building features exposed steel x-braces (allowing students to learn how the building is engineered to withstand an earthquake), an interactive weather monitoring system on the roof that provides the students with wind speed/direction education, and an interactive solar kiosk provided by Bonneville Environmental Foundation which provides solar data via a secure iPad. The building has previously served as a swing school for the Springville K-8 students, functioning as overflow space for the crowded campus. This year it will house Vose Elementary School students, followed by Hazeldale, William Walker and Arts & Communication Magnet Academy while those schools are demolished and rebuilt.

Rider Levett Bucknall provided cost management and reconciliation services directly to Beaverton School District from design through construction of this 165,000 SF new Middle School in Beaverton, Oregon. This new facility houses up to 1,100 new students and provide for a complete academic curriculum supporting grade levels 6-8.

Size: 165,672 SF
Cost: \$61M
Completion: September 2016
Scope: Cost Management, Value Engineering, Reconciliation



2.0 EXPERIENCE AND QUALIFICATIONS OF FIRM

TECHNICAL COMPETENCE



1.) The 21 Rider Levett Bucknall North American offices operate as a seamless practice, sharing both expertise and manpower to provide our clients with the best possible service. This practice extends from our North American practice to our global practice. While the Chicago office will be taking the lead on all PBC related matters, we employ roughly 170 individuals throughout North America, allowing us the ability to pool staff from all locations with a goal of providing the best service possible to the PBC.

2.) As mentioned, heading up the effort for the PBC would be our Chicago office, located at 141 W. Jackson in the heart of the Chicago Loop. The staff consists of Chris Harris (Resident Manager), Edd Hamzanlui (Senior Estimator/PM), Von Lambert (Senior PM), and Alexandra Yapalater (Marketing/Administration). Our corporate office is based in Phoenix, Arizona and supporting staff, when needed, are sourced from our many offices nationwide as shown in the organization chart.

In order to boost our local presence, we have the Synnov Group to support the local work here in Chicago and provide the MBE/WBE participation and mentoring.

i. The RFP calls for USACE and DOTD estimating understanding and experience. The Chicago staff have completed estimates in the past for both the Corps of Engineers and IDOT. However, for the work required by the PBC, we expect all estimates to be carried out in accordance with the AACEI or CPE. Our 90% estimate submittal is an example of such.

ii. In the past, we have used on-screen take-off software and various earthworks programs for site cut and fill. RLB uses its own Ross 5D take-off system; for a better understanding, we have compiled screen shots of a typical layout (Attachment 2, located at the end of this section). The beauty of this system is that the drawings and take-off screens are linked and each estimator can work on the estimate at the same time, enabling communication and review in order to ensure meeting the deadlines.

3.) Please see Attachment 3, located at the end of this section. We have provided a labor pricing sample for a union plumber from our database. We update Chicago labor rates twice yearly from the CISCO source. With regards to our major database, each project is looked at individually and production rates and prices are adjusted to reflect size and complexity. For expensive equipment and specialized systems our normal practice is to reach out to the market to establish current pricing.

4.) We have assumed that this paragraph is looking for evidence on the ability to provide a scope sheet for multiple contractor bidding. Please see Attachment 4, located at the end of this section.

5.) We do not have any history or examples of failure to complete projects on schedule, or any deficiencies. Our policy is to provide an estimate for review prior to the deadline, so that the architect can verify the detail involved. Any comments the team may have are then adopted into the final submission. We consider this a collaborative process with the design team for all disciplines, as invariably the estimator is filling in blanks in the design documents up until 100% construction documents.

2.0 EXPERIENCE AND QUALIFICATIONS OF FIRM

APPROACH AND METHODOLOGY



1.) RLB understands the Public Building Commission is requesting the services of a firm with qualified personnel who have the capabilities to provide succinct, detailed and accurate estimates, working in a variety of contracting methods including, Design-Bid-Build, Design Build, JOC Contract and Construction Manager at Risk. RLB will provide knowledgeable staff who can contribute at meetings, provide advice on alternate systems and contracting methods and the ability to visit sites and assess constructability issues visible and those invisible and likely to occur.

2.) Controlling the cost of your project through both the design and construction stages is of paramount importance and critical to the successful outcome of any venture. Failure to control the cost often leaves a client in the inevitable position of needing to request additional funding or having to cut the program – neither being desirable options. Or, even worse, the project may be abandoned entirely.

Our cost control service will ensure that the project will be completed within the capital expenditure limitations established by the owner; that value and quality will be optimized within the budget limitations; and an accurate and up-to-date project budget status report will be issued on a regular basis.

Rider Levett Bucknall assists clients in the formulation of realistic cost plans and continually checks on the status of their projects. At every stage of design we use a disciplined and methodical approach towards cost control/estimating and, as our bid results illustrate, our estimates are very dependable.

We carry out a systematic cost control procedure to ensure that the construction budget and construction costs equate by providing the following:

Prepare Cost Model Estimate will confirm on an 'order of magnitude' basis that the established budget is either realistic or unrealistic. However, if no budget has been established, then Rider Levett Bucknall can assist in establishing the budget. Rider Levett Bucknall will review the program content, current cost limits and requirements of the budget established. Within the budget control framework, a detailed Master Budget Estimate, based on functional areas, will be prepared and updated as the program progresses. Alternative courses of action will be reviewed and assessed. Cost control objectives and procedures for the project will be recommended and conceptual and preliminary budget estimates will be prepared for feasibility studies.

Prepare Schematic Design Cost Plan on an elemental format with main parameters properly measured and taken into account. Quantity take off is done by elements (foundations, structure, exterior closure, etc.); historic unit costs are applied to ensure the most accurate costs; although at this phase the available details are minimal. Value Engineering options, particularly for the structure, should be evaluated at this stage.

Prepare Design Development Cost Check follow the elemental format and continuing the Cost Control procedure. This approach includes quantity take-offs again by elements (foundations, structure, exterior closure, etc.) and applying unit prices obtained from dependable sources and the application of historic cost data. At this stage the Architectural, Mechanical and Electrical options should be Value Engineered with Life Cycle Costing to obtain optimum value for the client.

In the Design Phase an agreed framework for cost control will be developed on an elemental or functional space basis, or a combination thereof, as required. Construction cost estimates, in elemental and/or trade format, will be prepared at agreed milestones of design completion. Interim cost checks will be made and cost studies on alternative concepts, materials and systems will be undertaken to achieve cost-effective design solutions. Cost reduction strategies will be recommended if needed to maintain cost targets.

2.0 EXPERIENCE AND QUALIFICATIONS OF FIRM

APPROACH AND METHODOLOGY



Prepare Construction Document Pre-bid Cost Check continuing on the elemental format but more of a checking mode with any necessary cost saving/reduction strategies being made to ensure compliance with the construction budget. However, the level of detail is increased to reflect the completeness of the drawings and specifications. The design contingency is reduced accordingly at each phase of the design process. The Cost Check can then be reformatted into a CSI breakdown for comparison of bids. During the Construction Phase, contemplated change orders are evaluated and cost estimates prepared. Contractors' submissions are reviewed and recommended for acceptance or rejection. Negotiation of extras and claims are carried out when necessary. Final cost analysis of the project is prepared.

3.) As a project moves forward from the conceptual phase into the schematic design, design development and construction document phases, we provide milestone estimates and perform regular interim cost checks which allow us to monitor, adjust and improve the cost plan to ensure the project stays on target. By immediately addressing any budgetary issues that may arise, we can make any necessary changes to keep the project within the budget. As the project evolves we continually Report to the client to ensure they are well informed of the modifications to the project and any cost implications that may arise from the changes.

2.0 EXPERIENCE AND QUALIFICATIONS OF FIRM

QUALITY ASSURANCE / QUALITY CONTROL PLAN



Quality Assurance/Quality Control

Service that produces quality requires planning, organizational commitment, training, control, diligence, documentation, and review. To accomplish these goals, Rider Levett Bucknall has implemented formal policies and procedures.

2) Please find a sample of RLB's Quality Assurance/Quality Control Plan as shown in Attachment 5, located at the end of this section.

2.0 EXPERIENCE AND QUALIFICATIONS OF FIRM LICENSES



Please find our license to conduct business in the State of Illinois below.

File Number 6561-760-9



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

RIDER LEVETT BUCKNALL LTD., INCORPORATED IN HAWAII AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JUNE 25, 2007, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



Authentication #: 1823200402 verifiable until 08/20/2019
Authenticate at: <http://www.cyberdriveillinois.com>

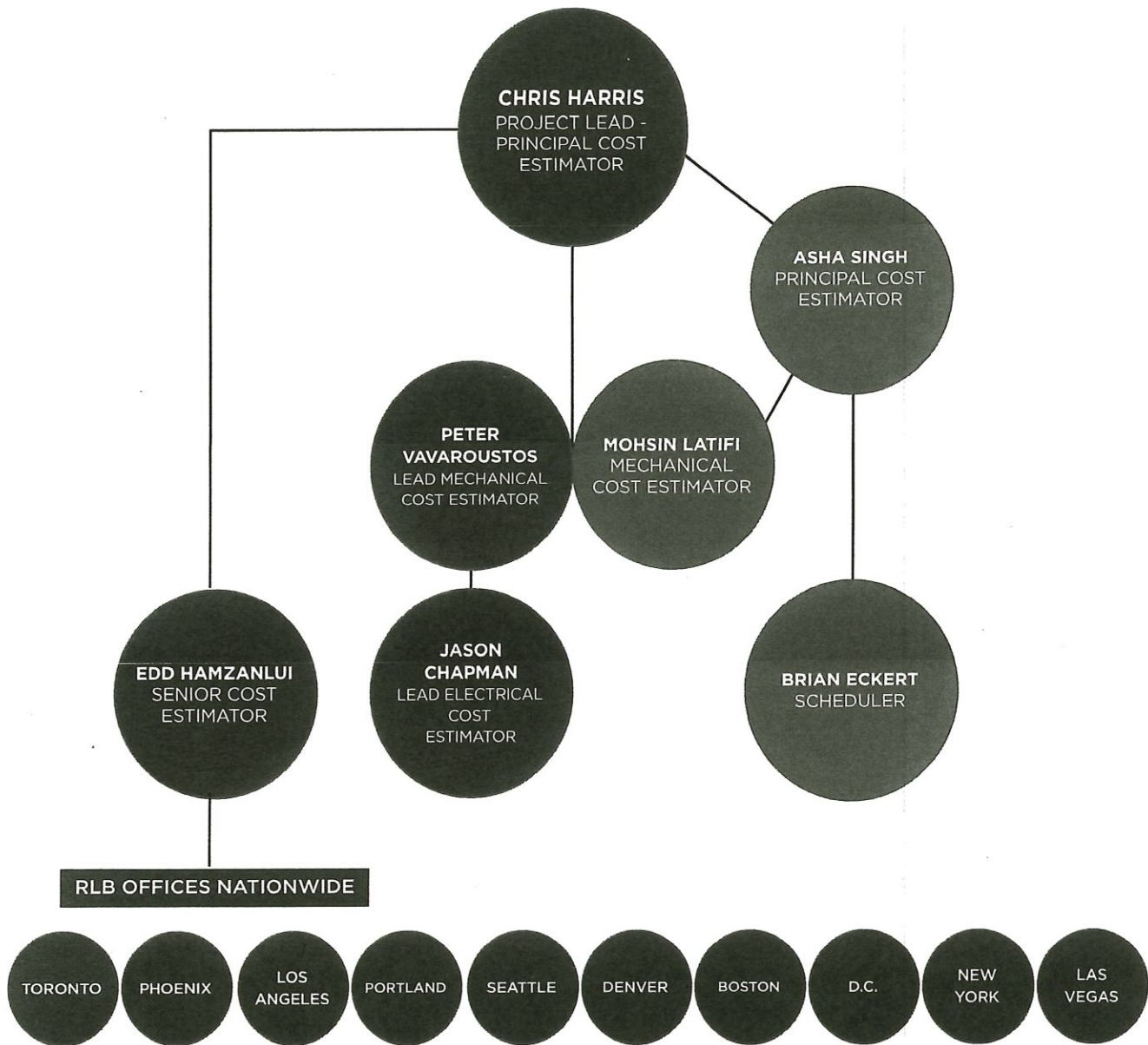
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of AUGUST A.D. 2018 .

Jesse White

SECRETARY OF STATE

3.0 QUALIFICATIONS OF KEY PERSONNEL

ORGANIZATION CHART



KEY PERSONNEL	PLANNED LEVEL OF EFFORT	DURATION OF INVOLVEMENT	ON-SITE AVAILABILITY
CHRIS HARRIS	100%	3 years	Visiting
ASHA SINGH	100%	3 years	Visiting
PETER VAVAROUSTOS	50%	3 years	None
MOHSIN LATIFI	50%	3 years	Visiting

3.0 QUALIFICATIONS OF KEY PERSONNEL

KEY TEAM MEMBER RESUMES



CHRISTOPHER J. HARRIS

MRICS

RESIDENT MANAGER

Chris Harris is Resident Manager for the RLB Chicago office with over 40 years of construction industry experience. As an expert in the field of construction cost management, Chris assists owners, design professionals and lenders in the control of the cost and time aspects of their construction projects. His experience includes services on a diverse range of projects locally and nationally with construction values exceeding hundreds of millions of dollars.

PROFESSIONAL EDUCATION & TRAINING

After studying construction at University, Chris worked on-site for two contractors and then passed the exam for the RICS. Training in the U.S. covered various systems, including Earthwork Programs, MC2 training, BSD Costlink Certification, Construction Lien Law, OSHA 10-hour safety training, MCACES/MII, CATO Training and On Center/On-Screen training. Chris' current company, Rider Levett Bucknall (RLB), uses Ross 5D systems and Agtek Earthworks programs. Always looking to build on current skills, RLB hosts a two-day cost estimating training session each year for its staff.

Since 2000, Chris has been working on a variety of City projects, being appointed Chief Estimator for his previous employer. While working on the South Water Purification Plant Chlorine Improvements, Chris and his team were initially told the project would be \$20 million dollars. They expressed their doubt, suggesting it would more likely cost \$40 million. In the end, the estimate eventually came in at \$45 million. To provide optimal accuracy, Chris and his team also brought over a specialist advisor, who gave further consulting on the controls systems.

PROJECT EXPERIENCE

K -12 School work was estimated through architects, predominantly with Chicago-based firm STL. Chris worked with STL and Principal Luis Collado on both Back of the Yards High School and Haugan Middle School. For both projects, Chris and his team were able to provide a series of high quality of work for the firm.

Police Station work was estimated through architects, primarily with VOA (Stantec). Chris worked on 5 Police Stations, all with exceptional bid results.

Fire Station work was estimated through the architect DLR, Engine Company 109 and 121.

Library Work, similar to the police and fire station work, estimates were based on prototype designs. Edgewater, Greater Grand Crossing and West Humboldt Park were all estimated through Lohan Anderson Architects. More recently Chris worked on the Harold Washington Children's Library through Gensler.

Years of Experience:

- 44 years

Academic Qualifications/Certifications:

- Professional Associate, Royal Institution of Chartered Surveyors (MRICS)

Education:

- BSc (Hons), Building Economics and Measurement, Aston University, Birmingham, England

Employment History (U.S.):

- Rider Levett Bucknall: July 2017 - Present
- Faithful + Gould: November 1999 - June 2017
- Turner Construction: 1995 - 1999
- CCS International: 1991 - 1995

Employment History (U.K.):

- AMEC Projects: 1981-1986, 1989 - 1991
- Henry Boot Construction: 1977-1981
- E.C. Harris and Partners: 1974-1977

3.0 QUALIFICATIONS OF KEY PERSONNEL

KEY TEAM MEMBER RESUMES



CHRISTOPHER J. HARRIS CONTINUED

Park District Work involved four Boat Houses for Studio Gang and Johnson Lee, three Field Houses for STL and Johnson Lee, as well as multiple building restoration work to the North side Parks for MoDE Architects, PC.

Chris has been committed to City projects for over two decades. He knows the majority of building types, requirements of the PBC and the design styles of the architects. He welcomes the opportunity of sharing and mentoring that experience into the next decade.

Below is a list of relevant projects, many mentioned above.

- Public Building Commission of Chicago, South Water Purification Plant, Chlorine Improvements, Chicago, Illinois*
- 7th District Police Station, Chicago, Illinois*
- 9th District Police Station, Chicago, Illinois*
- 12th District Police, Chicago, Illinois*
- 17th District Police Station, Chicago, Illinois*
- 23rd District Police Station, Chicago, Illinois*
- Buckingham Fountain, Chicago, Illinois*
- Chicago Park District, Ping Tom Boat House, Chicago, Illinois*
- Chicago Park District, Eleanor Boat House, Chicago, Illinois*
- Chicago Park District, River Park Boat House, Chicago, Illinois*
- Chicago Park District, Rockwell Boat House, Chicago, Illinois*
- Fire Station 109, Chicago, Illinois*
- Edgewater Library, Chicago, Illinois*
- Greater Grand Crossing Branch Library, Chicago, Illinois*
- West Humboldt Park Branch Library, Chicago, Illinois*
- Millennium Park Green Space & Promenades, Chicago, Illinois*
- Millennium Park Ice Rink, Chicago, Illinois*
- Millennium Park Parking Structure Remediation, Chicago, Illinois*
- Millennium Park Performance Pavilion, Chicago, Illinois*
- Back of the Yards High School, Chicago, Illinois*
- Belmont Cragin Elementary School, Chicago, Illinois*
- Cermak Elementary School, Chicago, Illinois*
- Cuffe Elementary School, Chicago, Illinois*
- Helge A. Haugan Middle School, Chicago, Illinois*
- Jane Addams School, Chicago, Illinois*

*Experience prior to joining RLB

3.0 QUALIFICATIONS OF KEY PERSONNEL

KEY TEAM MEMBER RESUMES



PETER VAVAROUTSOS

PQS

MEP SENIOR COST MANAGER

Peter is a Senior Mechanical Quantity Surveyor for RLB. With over 20 years of experience in the construction industry as a cost estimator, focusing on mechanical, electrical, and plumbing elements, Peter has worked as both a client representative and as a contractor. Peter possesses extensive knowledge and experience with all aspects of mechanical design, construction, and cost. He has participated on the delivery of planning, new construction, renovation, upgrade, and redevelopment projects spanning across a broad spectrum of facility and infrastructure types.

Peter is responsible for coordinating milestone reports with specific responsibility preparing mechanical cost estimates. He participates in project meetings, negotiations, and disputes as required.

Years of Experience:

- 20 years

Academic Qualifications:

- Professional Quantity Surveyor (PQS), Canadian Institute of Quantity Surveyors

Education:

- Humber College - Heating, Refrigeration and Air Conditioning Technology Diploma, Ontario, Canada

Employment History:

- Rider Levett Bucknall: 2013 - Present
- The Naylor Group: 2011 - 2013
- Mattina Mechanical Limited: 2010 - 2011
- A.W. Hooker Associates: 2005 - 2010
- The State Group: 2003 - 2005
- Sayers & Associates Limited: 2001 - 2003
- Sand-Mark Sheet Metal Limited: 1998 - 2001

PROJECT EXPERIENCE

- **Hamilton Wentworth Catholic District School Board, New Binbrook Catholic Elementary School, Hamilton (2017)**
This project involves a new 458 pupil, two story Catholic Elementary School. The new 51,546 SF building will include 4 full day kindergarten classrooms, 1 special education room, 12 classrooms and a 3 room child care center. Rider Levett Bucknall provided design stage cost estimates at design milestones to the architect.
- **Town of Caledon Community Centre and Library, Caledon (2018)**
The Town of Caledon is planning to expand the Caledon East Community Centre and incorporate a new 5,000 sf library space. The community center building is one (1) story high with a basement. The building has two (2) arena structures on the east side that were built in 2007 (Phase 1) and 2010 (Phase 2). The community center includes two (2) hockey arena 200' x 85' each, auditorium with a capacity of 400 that includes a kitchen, bar and portable stage, community room with capacity of 100 - 130 people. Rider Levett Bucknall is currently providing design stage cost estimates at design milestones to the architect.
- **Town of Milton Fire Station #5, Milton (2018)**
The Town of Milton has commissioned the construction of a new facility to serve as Halton Region Paramedic Services South Milton Response Station and a Town of Milton Fire Station No.5. The paramedic response station will be approximately 4,000 sf in size while the fire station will be 10,500 sf. Both facilities will include vehicle service and storage apparatus bays and related amenities. Rider Levett Bucknall is currently providing design stage cost estimates at design milestones to the architect.

3.0 QUALIFICATIONS OF KEY PERSONNEL

KEY TEAM MEMBER RESUMES



PETER VAVAROUTSOS CONTINUED

- **Toronto Police, Divisional Model Review Part 2, Toronto (2017)**

The Toronto Police Service requested a proposal for a needs assessment study of its divisional model. Two scopes of work were provided. The first scope involved an update of the Toronto Police Service's divisional model (for stations and holding areas) which included examining floor plans, configurations and schematic drawings to include all professionals, costs and considerations. The second scope involved providing Toronto Police Services with options and cost estimates for a new facility at 2222 Eglinton Avenue East. Rider Levett Bucknall provided high-level design cost estimates (Order of Magnitude) for both of these studies.

Below is a list of relevant projects:

Schools

- Halton District School Board, MM Robinson Secondary School Addition and Renovation, Burlington (2018)
- Peel District School Board, T. L. Kennedy Secondary School, Mississauga (2017)
- Hamilton Wentworth District School Board, Glendale Secondary School, Hamilton (2018)

Library

- Public Archives & National Library Carbon Neutral Study (2018)
- City of Cambridge Library Renovation, Cambridge (2017)
- City of Vaughan, Interior Renovations at the Bathurst Clark Resource Library (2018)

Police/Fire

- Middleborough Police Station, Boston (2016)
- Woodstock Police Station Addition, Woodstock (2015)
- City of Avondale Fire Station 172 Remodel, Phoenix Area (2017)
- Town of Milton, Consulting Services -Building Rehabilitation of Fire Station No. 1, Milton (2017)

Parks Buildings

- Waterfront Toronto - Advisory Roles on Multiple Parks and Waterfront Projects (+\$17B) (2015)
- Downsview Park Major Redevelopment, Phase A & B, Infrastructure Framework & Buildings, Toronto (2017)

3.0 QUALIFICATIONS OF KEY PERSONNEL

KEY TEAM MEMBER RESUMES



Synnov Group, Inc.
Excellence in Project Controls



ASHA SINGH

SENIOR COST ESTIMATOR

Ms. Singh is a senior estimator and scheduler with 16 years of experience in cost analysis and scheduling for a variety of transportation, residential, and commercial facilities. She has proven experience in project controls, change orders, claims analysis, and constructability reviews, and has developed cost estimates and reviewed schedules for large-scale, multimillion dollar building, rail, and roadway projects. These include the Chicago Housing Authority, City Colleges of Chicago, Illinois State Toll Highway Authority, New Jersey (PANYNJ)'s World Trade Center Transportation Hub, Chicago Transit Authority (CTA) the New York City Housing Authority (NYCHA). Ms. Singh's expertise also extends to bid proposals, value engineering, specifications review, and contract closeouts.

PROJECT EXPERIENCE

Years of Experience:

- 17 years

Academic Qualifications/Certifications:

- Certified Estimating Professional (CEP); The Association for the Advancement of Cost Engineering (AACE) International (2011/#142-11/ exp. 4/27/21)
- LEED Accredited Professional (AP); U.S. Green Building Council (USGBC) (2009)
- LEED Building Design and Construction (BD+C); Green Building Certification Institute (GBCI) (2011/#10402455/ exp. 7/27/19)

Education:

- Bachelor of Science, Civil Engineering; Bhagalpur College of Engineering, India (1996)

Employment History:

- Synnov Group: 2012 - Present
- STV: 2006 - 2011
- Ability Rockroad Co.: 2004 - 2006
- Dukane Precast: 2003 - 2004

- **Housing Authority of Cook County - Various Projects (2016 - 2017)**
Provided cost estimates for 60% and 100% design drawings for the renovation of multiple residential towers including interior, exterior, and mechanical improvements including new finishes, fixtures, cabinets, appliances, and accessories and accessibility upgrades. Upgrade and expansion of the existing fire suppression system, replacement of exhaust fans, air handling units, and evaporated coolers. Modernization of improvements of elevators, repairs of exterior brick masonry and doors and window replacement. The parking lot and sidewalk will be repaired and resurfaced to comply with accessibility.
- **Town of Ashburnham - John R. Briggs Elementary School (2010 - 2011)**
Prepared the schematic design estimate for the \$25 million construction of a public K-5 school in Ashburnham, MA. The scope of work encompassed building demolition and construction of a 50,000-sf school, including site work, utilities, and landscaping on 10 acres.
- **City Colleges of Chicago Kennedy-King College (2005 - 2006)**
Managed the estimating and takeoff for the \$100 million construction of six buildings within a 467,000- sf site for a community college in Chicago. Ms. Singh prepared an estimate for the civil/site work and roadwork development, including asphalt and concrete work and maintenance of traffic. She also assisted the project manager in the administrative and technical direction of the project.
- **Chicago Housing Authority Altgeld Gardens and Phillip Murray Homes (2004 - 2005)**
Prepared cost estimates for the rehabilitation work at Altgeld Gardens and Phillip Murray Homes. Work included renovating units and common areas, as well as improving the building systems. Exterior improvements including brickwork, repaved parking lots, landscaping and road widening.
- **Chicago Housing Authority Francis Cabrini Extension North (2004 - 2005)**
Prepared cost estimates for the redevelopment of the Francis Cabrini extension north project as part of CHA's plan for redeveloping and rehabilitating a total of 25,000 public housing units for Chicago's low income families.

3.0 QUALIFICATIONS OF KEY PERSONNEL

KEY TEAM MEMBER RESUMES



Synnov Group, Inc.
Excellence in Project Controls



MOHSIN LATIFI

SENIOR COST ESTIMATOR

Mr. Latifi is a senior cost estimator with 25 years of experience in cost estimating for a variety of buildings and transportation facilities. He has proven experience in cost analysis, change orders and claims analysis and has developed cost estimates for architectural, structural, mechanical, plumbing, electrical and fire protection components of the projects. These include the Cook County Housing Authority, Chicago Housing Authority, Chicago Transit Authority, Chicago Department of Aviation, Illinois Capital Development Board, Chicago Park District and Illinois Department of Transportation. Mr. Latifi's expertise also extends to bid proposals, specifications review, and contract closeouts.

PROJECT EXPERIENCE

- **Housing Authority of Cook County - Wheeling Tower (2016 - 2017)**
Provided cost estimating for the renovation of 8 stories, 60,000 SF Wheeling tower for the mechanical, plumbing, electrical and fire protections divisions. Renovation of tower included interior, exterior, and mechanical improvements including new finishes, fixtures, cabinets, appliances, and accessories replacement in all unit kitchens and bathrooms, including accessibility upgrades in selected units. The existing fire suppression system to be upgraded and expanded, also all exhaust fans, air handling units, and evaporative coolers to be replaced.
- **Housing Authority of Cook County - Huntington Tower (2016 - 2017)**
Provided cost estimates for the renovation of Huntington Tower a 10 story, 67,000 SF residential tower in Niles for the mechanical, plumbing, electrical and fire protections divisions. The renovation included interior, exterior, and mechanical improvements including new finishes, fixtures, cabinets, appliances, accessories and accessibility upgrades. Upgrades and expansion of existing fire suppression system, replacement of exhaust fans, air handling units, and evaporative coolers. Modernization improvements of elevators. Repair of exterior brick masonry and doors and windows replacement.
- **Housing Authority of Cook County - Turlington West Apts. (2016 - 2017)**
Provided quantity takeoff and estimates for the renovation work of Turlington West Apartments in Harvey, a 150 unit apartment building for architectural, mechanical, plumbing, electrical and fire protections divisions. The renovation included interior, exterior, and mechanical improvements including new finishes. The existing fire suppression system will be upgraded and expanded, while all exhaust fans, air handling units, and evaporative coolers will be replaced. Exterior brick masonry and concrete will be selectively repaired and all exterior doors and windows will be replaced. The parking lot and sidewalk will be repaired and resurfaced to comply with accessibility standards.
- **CPS - Roberto Elementary School Western & Division (2001 - 2002)**
Provided cost estimating for the \$4.8M school renovation project. Scope included renovation of all class rooms, lunch room, corridors, swimming pool, sprinkler systems, fire alarm system and ADA requirement improvements.

Years of Experience:

- 25 years

Academic Qualifications/Certifications:

- IDOT Documentation of Contract Quantities
#16-11879 expiration
4/21/2020

Education:

- Bachelor of Science - Civil Engineering Bangalore University, India
- MS Structural Engineer Gulbarga University, India
- MS Construction Management Illinois Institute of Technology

Employment History:

- Synnov Group: 2016 - 2018
- KGN Group: 2010 - 2016
- Holly Land Builders: 2009 - 2010
- Accurate Group, Inc: 2000- 2009
- GF Construction: 1994 - 2000

3.0 QUALIFICATIONS OF KEY PERSONNEL

ADDITIONAL TEAM MEMBER RESUMES



EDD HAMZANLUI

PMP, LEED AP, DBIA

SENIOR COST MANAGER

Edd Hamzanlui is a Senior Cost Manager with the Rider Levett Bucknall Chicago office. Edd provides services that include construction cost estimating, value engineering and scheduling gained through working with owners on both negotiated CMAR and Design/Bid/Build development projects. Edd has a depth knowledge of Architectural Engineering and Technology. He has provided construction consulting services for a wide variety of projects including Health-care, Higher Education, Federal Government, Mixed-use, Residential and Commercial markets. Edd will work alongside Chris and Von on project management and cost estimating for this project.

PROJECT EXPERIENCE

Years of Experience:

- 12 years

Academic Qualifications:

- Ranked in the top 1% of 7000 Master's Degree participants - Architectural Technology Degree National Entrance Exam

Education:

- Master of Science in Building Construction & Facility Management, Georgia Institute of Technology, Atlanta, Georgia
- Master of Science in Architectural Technology, University of Tehran, Iran
- Bachelor of Architectural Engineering, Guilan University, Rasht, Iran

- University of Illinois at Chicago Research Laboratories, Chicago, Illinois (2018)
- University of Illinois at Chicago 909 5th Floor Program Spaces, Chicago, Illinois (2018)
- McCormick Square Exhibit Hall Expansion Feasibility Study, Chicago, Illinois (2016)
- Lurie Children's Hospital Facilities Master Plan, Chicago, Illinois (2017)
- College of Lake County Lakeshore Campus Student Services - Adult Education Center, Waukegan, Illinois (2018)
- Corners of Brookfield Development, Milwaukee, Wisconsin (2017)
- Corners of Brookfield Theater Addition, Milwaukee, Wisconsin (2018)
- Alpharetta Public Library, Alpharetta, Georgia* (2014)
- East Marietta Library, Marietta, Georgia* (2015)
- City of Atlanta Wellness Center, Atlanta, Georgia* (2015)
- Atlanta Public Schools (APS), HVAC Improvements, Atlanta, Georgia* (2015)
- Pennsylvania Avenue Neighborhood Resource Center, Savannah, Georgia* (2014)
- Brookside Commons Apartments, Atlanta, Georgia* (2016)
- Fulton County Senior Center, Atlanta, Georgia* (2014)
- Fulton Science Academy Private School, Alpharetta, Georgia* (2015)
- Phoenix Living Centers, Birmingham, Cumming & Huntsville, Georgia* (2015)
- U.S. Army - Medical Home, Rockfish, North Carolina* (2015)
- Huntsville Airport - Misc. Projects, Huntsville, Alabama* (2016)
- U.S. Army - Barracks renovations, Fort Benning, Columbus, Georgia* (2015)
- U.S. Army - Fire Station, Fort Benning, Columbus, Georgia* (2013)
- U.S. Army - Training Barracks Upgrade Program Barrack Renovation, Fort Benning, Columbus, Georgia* (2014)
- U.S. Army - Fort Sam Houston Building 367, Resiliency Center Renovation Houston, Texas* (2015)

*Experience prior to joining RLB

3.0 QUALIFICATIONS OF KEY PERSONNEL

ADDITIONAL TEAM MEMBER RESUMES



JASON CHAPMAN

MEP COST ESTIMATOR

Jason has extensive knowledge of the electrical and construction industry, having previous experience in cost estimating, project management and as an electrician. As an electrical cost estimator he was responsible for quantity take-offs, estimates, assembling tenders for the bidding process, pricing, scheduling and budgeting. Jason handles quantity take-offs, measurements and pricing for the electrical discipline and assists with the preparation of our cost reports.

Years of Experience:

- 19 years

Academic Qualifications:

- 309A ICI Electrician – Red Seal # F040949
- Ontario College of Trades Cert# 454388

Education:

- Sheridan College – Electrical Construction and Maintenance (AELCM)

PROJECT EXPERIENCE

Schools

- Halton District School Board, MM Robinson Secondary School Addition and Renovation, Burlington (2018)
- Hamilton Wentworth District School Board, Glendale Secondary School, Hamilton (2018)
- Hamilton Wentworth Catholic District School Board, New Binbrook Catholic Elementary School, Hamilton (2017)
- Halton Catholic District School Board, New Milton Elementary School #8, Milton (2017)

Library

- Town of Caledon Community Centre and Library, Caledon (2018)
- Public Archives & National Library Carbon Neutral Study (2018)
- City of Vaughan, Interior Renovations at the Bathurst Clark Resource Library (2018)

Police / Fire

- Town of Milton Fire Station #5, Milton (2018)
- City of Avondale Fire Station 172 Remodel, Phoenix Area (2017)
- Town of Milton, Consulting Services –Building Rehabilitation of Fire Station No. 1, Milton (2017)

Parks Buildings

- Downsview Park Major Redevelopment, Phase A & B, Infrastructure Framework & Buildings, Toronto (2017)
- Mount Charles Park - Washroom Building, Toronto (2018)
- City of Toronto, Broadlands Park Community Recreation Centre, Toronto (2018)

EXHIBIT A – LEGAL ACTIONS

(Attached and Incorporated Hereto)

6.0 EXHIBITS

EXHIBIT A - LEGAL ACTIONS

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 checked="" type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?	<input type="checkbox"/>	<input 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

(Attached and Incorporated Hereto)

6.0 EXHIBITS

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 Chris Harris, as Resident Manager
Name Title

and on behalf of Rider Levett Bucknall
("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Rider Levett Bucknall		
Address:	141 W. Jackson Blvd., Suite 3810		
City/State/Zip:	Chicago, IL 60604		
Telephone:	312-819-4250	Facsimile:	
FEIN:	99-0292243	SSN:	
Email:	chris.harris@us.rlb.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other <u>RFP for the PBC</u>			

II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Not-for-profit Corporation
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Other: _____

6.0 EXHIBITS

EXHIBIT B - DISCLOSURE AFFIDAVIT

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Hawaii
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:	HQ: Phoenix, AZ / 85018	
Telephone:	602-443-4848	
Identify the names of all officers and directors of the business entity. (Please attach list if necessary.)		
Name	Title	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.)		
Name	Address	Ownership Interest Percentage
		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name:
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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.		

Please see attachment for directors and shareholders

6.0 EXHIBITS

EXHIBIT B - DISCLOSURE AFFIDAVIT

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B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
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

6.0 EXHIBITS

EXHIBIT B - DISCLOSURE AFFIDAVIT



EXHIBIT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

6.0 EXHIBITS

EXHIBIT B - DISCLOSURE AFFIDAVIT



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.

6.0 EXHIBITS

EXHIBIT B - DISCLOSURE AFFIDAVIT



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.

6.0 EXHIBITS

EXHIBIT B - DISCLOSURE AFFIDAVIT



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 Contractor'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

Chris Harris

Name of Authorized Officer (Print or Type)

Resident Manager

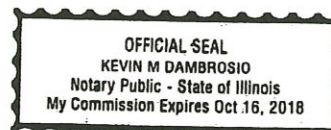
Title

312-819-4250

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 29th day of August, 2018, by
Christopher J. Harris (Name) as Resident Manager (Title) of
Rider Levett Bucknall (Bidder/Proposer/Respondent or Contractor)
[Signature]
Notary Public Signature and Seal



Date of Issue: August 8, 2018
PBC: Request for Proposals for Construction Cost Estimating Services_PS3008

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6.0 EXHIBITS

ATTACHMENT TO EXHIBIT B - DISCLOSURE AFFIDAVIT



Attachment to Exhibit B – Disclosure Affidavit
Rider Levett Bucknall
List of Directors/Shareholders
Page 1 of 2



Identify the names of all officers and directors of the business entity:

Name	Title
Julian AJ Anderson	President
Paul N. Brussow	Director
Peter J. Knowles	Treasurer
Graham Roy	Secretary
Grant Owen	Director
David A Smith	Director
John T. Jozwick	Director
Scott J Macpherson	Director
Kevin Mitchell	Director
Joe Pendlebury	Director

6.0 EXHIBITS

ATTACHMENT TO EXHIBIT B - DISCLOSURE AFFIDAVIT



Attachment to Exhibit B – Disclosure Affidavit
Rider Levett Bucknall
List of Directors/Shareholders
Page 2 of 2



Identify all shareholders whose Ownership percentage 7.5% of the business entity:

Title	Name	Shareholder %	Address
President	Julian AJ Anderson	21%	4343 E. Camelback, #350, Phoenix, AZ 85018
Director	Paul N. Brussow	10%	1001 Bishop St., #1340, Honolulu, HI 96813
Treasurer	Peter J. Knowles	10%	410 17 th St., #1160, Denver, CO 80202
Director	David A Smith	10.5%	1001 Bishop St., #1340, Honolulu, HI 96813
Affiliated Company	Aldbrough Investments	10%	20 th Flr E Central Plaza 3 Yiu Hing Rd Shaukeiwan, Hong Kong, PRC
Affiliated Company	Central Consulting Services Pty Ltd.	15%	Level 19, 141 Walker St, North Sydney NSW 2060 Australia

EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

(Attached and Incorporated Hereto)

6.0 EXHIBITS

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):

Description of goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (Indicate total whether paid or estimated)

☒ 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.

Date of Issue: August 8, 2018

PBC: Request for Proposals for Construction Cost Estimating Services_PS3008

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6.0 EXHIBITS

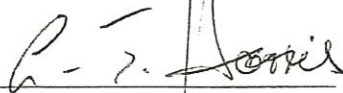
EXHIBIT C - DISCLOSURE OF RETAINED PARTIES



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

08/29/2018

Date

Chris Harris

Name (Type or Print)

Resident Manager

Title

Subscribed and sworn to before me

this 29th day of August 2018


Notary Public

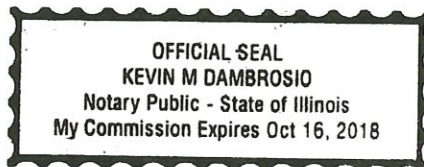


EXHIBIT D – SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

(Attached and Incorporated Hereto)

**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 30% 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

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
- b. 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.
- c. 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.
- d. 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.

- e. 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

(SCHEDULE FOLLOWS)

SCHEDULE B
Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

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)

SCHEDULE C

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

(SCHEDULE FOLLOWS)

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

Name of Project: PBC-CONSTRUCTION COST ESTIMATING SERVICES

Project Number: PS-3008

FROM:

SYNNOV GROUP INC. MBE ☒ WBE ☒
(Name of MBE or WBE)

TO:

RIDER LEVETT BUCKNALL and Public Building Commission of Chicago
(Name of Bidder)

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

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

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

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

COST ESTIMATING SERVICES

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

BY:

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

Date 01-08-2019

Phone 630-532-2546

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Ashe Singh
Signature
ASHA SINGH
Name (Print)

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(SCHEDULE FOLLOWS)

SCHEDULE D

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

Name of Project: Cost Estimating PS-3008C

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

Title and duly authorized representative of

Name of Professional Service Provider whose address is

in the City of _____, State of _____

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
<u>Synnas Group</u>	<u>cost estimating</u>	<u>\$ TBD</u>	<u>\$ TBD</u>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
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:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

EXHIBIT E – INSURANCE REQUIREMENTS

(Attached and Incorporated Hereto)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 License #0020739	CONTACT NAME: Alison Olsen PHONE (A/C, No, Ext): 510-465-3090 FAX (A/C, No): 510-452-2193 E-MAIL ADDRESS: Insurance.Certificates@Dealeyrenton.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: American Insurance Company NAIC # 21857	
INSURER B: American Automobile Ins. Co. NAIC # 21849	
INSURER C: Continental Casualty Company NAIC # 20443	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 529306115 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	AZC80923735	9/1/2018	9/1/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	MZA80333945	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	AZC80923735	9/1/2018	9/1/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0043861801	9/1/2018	9/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability Claims Made			MCH591903707	9/1/2018	9/1/2019	\$5,000,000 \$5,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project Name/Number: Construction Cost Estimating Services/Agreement #PS3008C -- The Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago and any other User Agency or Owner are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached.

CERTIFICATE HOLDER
CANCELLATION 30 Day Notice of Cancellation

Public Building Commission of Chicago
 50 W. Washington Street
 Chicago IL 60602

APPROVED
JLB

1/4/2019

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MZA80333945

FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Broadened Named Insured

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured**, item b.(2) is deleted, and d. is added as follows:
 - d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

CA7018 10-14

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2. Form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

However, such person or organization is an **insured**:

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
- (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
 - (a) You executed the **insured contract** or written agreement; or
 - (b) The permit has been issued to you.
2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered **auto**.

D. Auto Medical Payments - Increased Limit

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations.

AZC80923735

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. Blanket Additional Insured

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. Blanket Waiver of Subrogation

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

- 2. Coverage C – Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

 - a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93****II. K. 5. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured Rider Levett Bucknall Ltd.

Policy Number SCW0043861801

Producer Dealey, Renton & Associates

Effective Date 09/01/2018

Schedule

Person or Organization

Job Description

ALL PERSONS OR ORGANIZATIONS THAT ARE PARTIE TO A CONTRACT THAT REQUIRED YOU TO OBTAIN THIS AGREEMENT, PROVIDED YOU EXECUTED THE CONTRACT BEFORE THE LOSS

Additional Premium %

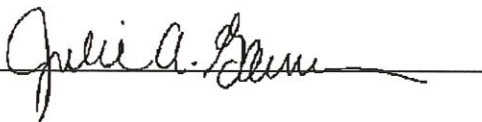
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary



President

