

K. BROWN AND ASSOCIATES CONSULTING LTD.

Your Strategic Partner

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September 25, 2014

Mr. Mamon Powers Jr.
Powers & Sons Construction Company
2636 West 15th Avenue
Gary, Indiana 46404

Dear Mr. Powers,

K. Brown and Associates Consulting, LTD. (hereinafter referred to as KBA) is pleased to provide Powers & Sons Construction Company with this revised proposal to provide project related strategies designed to enhance market positioning and raise your company's Chicago Area profile.

Please find listed below our understanding of the project scope, as well as the proposed scope of services, term of contract, and *our* time commitment and fee.

Project Scope

Powers & Sons seek to provide construction services to public and private sector agencies within the City of Chicago and Cook County. Specifically within the following "target" areas:

- Residential (Multi Unit Development)
- Governmental (School Districts, Colleges/Universities, Municipalities)
- Institutional (Hospitals, Clinics)
- Commercial and Industrial (Retail and Office)

K.B. • Higher Education

Scope of Services

The KBA Team will perform and/or furnish the following:

1. Review the "Opportunity Landscape" within the City of Chicago and Cook County and design a development matrix inclusive of the identified project targets, timelines, and estimated project budget(s) within thirty (30) days of the issuance of this contract for the following projects:

A. Public Sector Projects and/or Private Sector Projects requiring government assistance:

- 1) Attend monthly legislative meetings for those agencies operating within key target areas to determine upcoming public and private sector opportunities (e.g., Community Development Commission, Plan Commission, Finance Committee, Housing and Real Estate Committee, City Council, Public Building Commission, Chicago Housing Authority, etc.)
- 2) Monitor projects throughout the development approval and entitlement processes to identify upcoming opportunities.
- 3) Identify within the target areas key project contacts within the development community and at various levels of government.
- 4) With the prior consent of Powers and Sons, arrange and participate in meetings with key officials to present Powers and Sons interests and credentials.

B. Private Sector Projects requiring no government assistance:

- KRB* 1) Identify private sector opportunities within Chicago and Cook County. *and Indiana (if requested)*
Report and track project timeline and estimated budget. This may include, but not be limited to, introductions and/or meetings with the following:

- City Council Members and Committee Chairs
- For Profit and Not For Profit Development Organizations
- University and Hospital Development Staff (e.g. University of Chicago, Rush University Medical Center, Northwestern University, etc.)

2. Increase Power and Sons' profile with the following:

- A. Assist Agencies (e.g., Chicago Women in Trades, Cosmopolitan Chamber of Commerce, Illinois Municipal League, Mayors and Managers associations, etc.)
- B. City and County Departments (e.g., Department of Buildings and Department of Procurement, etc.)
- C. Sister Agencies (e.g., Chicago Transit Authority McPier, Metropolitan Water Reclamation District of Greater Chicago, etc.)

3. Review, analyze, and report to Powers and Sons any relevant legislation, ordinance, administrative rule, regulation, policy, procedure, and/or reports, to include, but not limited to, pending and/or proposed legislation and policy at any level of government that may impact Powers and Sons;

4. Communicate on a weekly basis with Powers and Sons regarding the status of pending matters and prepare written reports.

KRB 5. Attend monthly planning/status update meeting with Powers & Sons.
Registration/Ethics Issues. The City of Chicago, County and State of Illinois have very broad lobbying laws, requiring registration of any retained professional representing another entity or person. We will operate within this framework. In addition, any entity ultimately contracting with these bodies would need to file a disclosure statement. As long as full disclosure is made, a third party can be retained to represent any private entity before these bodies.

Term of Contract

The term of the contract shall commence on September 30, 2014 and shall end on September 29, 2015. Fifteen (15) days prior to the end of the contract period, the KBA Team and the Powers and Sons team will review the status of process to date, expansion of scope, and/or additional services that may be required.

Time Commitment and Fee

The KBA Team shall provide strategic and government relations services to Powers and Sons on a monthly retainer basis.

KRB The monthly retainer provides monthly service at a rate of ~~\$4,000~~ ^{\$3,000} per month. The total contract value is ~~\$48,000~~ ^{\$36,000}. Upon proper documentation, the KBA Team shall be reimbursed for agreed upon expenses incurred. Any additional consultation or services authorized beyond the Scope of Work presented herein will be billed at an agreed upon rate.

Additionally, the following expenses shall be billed separately:

- KCB*
- Transportation and travel *in excess of 50 miles from Chicago.*
 - Lodging and meals
 - Plans and/or report reproduction expenses

KBA Team will bill monthly for the above referenced services and expenses

Activities Outside of the City of Chicago and Cook County:

KCB With prior written approval, KBA will team with Vincent R. Williams & Associates, PC to provide strategies that extend beyond Cook County. At which time, the monthly retainer will increase to \$5,000 per month for the agreed upon period *an agreed to upon amount for the agreed upon time period, which may vary based upon project requirements.*

Method of Payment

Retainer fees are required in full in advance of services; payment is due on or before the 30th of each month. If payment is not received by the 30th, full standard hourly rates will apply for any work performed during that month, and monies received will be applied accordingly. Payments rendered are considered fully earned and non-refundable.

Termination

This Agreement may be terminated by either party upon thirty (30) days written notice. Upon termination under this provision, if there is no fault, the KBA Team shall be paid for services rendered and reimbursable expenses until the effective date of termination.

We hope that this proposal meets your needs. If it is acceptable, please sign one copy of this proposal and return it to us. We are looking forward to working with Powers and Sons Construction Company. Please do not hesitate to call us at (773) 339-4987 if you have any questions.

Sincerely,

Kathy R. Brown
Kathy R. Brown
Principal

ACCEPTED: by Powers and Sons Construction Company

Kelly Powers Bana

Authorized Signature

10/14/14

Date