

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**PROPERTY MANAGEMENT SERVICES**

**CONTRACT NUMBER PS1902**

**BETWEEN**

**THE PUBLIC BUILDING COMMISSION OF CHICAGO**

**AND**

**MB REAL ESTATE SERVICES, INC.**

---

**Mayor Rahm Emanuel**  
**Chairman**

**Erin Lavin Cabonargi**  
**Executive Director**

Richard J. Daley Center,  
Room 200  
50 West Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

**PUBLIC BUILDING COMMISSION OF CHICAGO  
PROPERTY MANAGEMENT SERVICES  
AT THE RICHARD J. DALEY CENTER – PS1902**

**EXECUTION PAGE**

**THIS AGREEMENT** for Property Management Services (the "**Agreement**") at the Richard J. Daley Center dated as of **January 1, 2013** 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 **MB Real Estate Services, Inc.**, an Illinois corporation with offices at 181 West Madison, Suite 3900, Chicago, IL 60602, (the "**PROPERTY MANAGER**").

**BACKGROUND INFORMATION**

**THE COMMISSION** is the owner of the Richard J. Daley Center (including underground tunnels and concourse areas), commonly known as 50 West Washington Street, Chicago, Illinois 60602, located as described in **EXHIBIT 5, Property Index Number and Sidwell** and referred to in this Agreement as the "**Property**".

**THE COMMISSION** requires certain property management services, described in this Agreement and **Exhibit 1 – Scope of Services** (the "**Services**"), and desires to retain the Property Manager on the terms and conditions set forth in this Agreement to perform such Services.

**THE PROPERTY MANAGER** desires to be so retained by the Commission and represents to the Commission that the Property Manager has the knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by this Agreement.

**THE PROPERTY MANAGER** agrees to (i) manage, maintain and operate the Property in a manner consistent with the best standards of operation for governmental/office/retail properties of similar quality in the Chicago Metropolitan area, and (ii) comply at all times with the provisions of the Agreement and the Commission's reasonable written requests and policy guidelines with respect to all matters relating to the management, operation and maintenance of the Property.

**THE PROPERTY MANAGER** consulted with the Commission, reviewed this Agreement and took such other actions as the Property Manager deemed necessary or advisable to familiarize itself with the scope and requirements of the Services and presented itself to the Commission as being fully knowledgeable and capable of rendering the Services.

**THE COMMISSION** relies upon the Property Manager's representations in selecting the Property Manager to provide the necessary services.

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EXECUTION PAGE

PUBLIC BUILDING COMMISSION OF CHICAGO

BY: Rahm Emanuel

Date: \_\_\_\_\_

Mayor Rahm Emanuel  
Chairman

ATTEST:

BY: [Signature]

Date: 9/18/13

Secretary

PROPERTY MANAGER

MB REAL ESTATE SERVICES, INC.

By: [Signature]

Date: 9-5-13

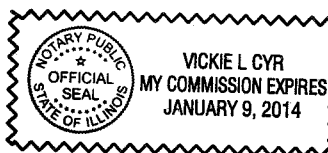
President

Subscribed and sworn to me this

5<sup>th</sup> day of Sept 2013.

Vickie L. Cyr

Notary Public



My Commission expires: 1-9-14

(Seal of Notary)

Approved as to form and legality

Anne L. Freda 9/13/13

Neal & Leroy, LLC

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**ARTICLE 1. INCORPORATION OF RECITALS AND EXHIBITS**

**1.1 Recitals**

The matters recited above are incorporated in and made a part of the Agreement.

**1.2 Incorporation of Exhibits**

(a) The following attached Exhibits are made a part of this Agreement:

- (i) EXHIBIT 1 Scope of Services
- (ii) EXHIBIT 2 Compensation of Property Manager
- (iii) EXHIBIT 3 Key Personnel
- (iv) EXHIBIT 4 Insurance Requirements and Evidence of Insurance
- (v) EXHIBIT 5 Property Index Number and Sidwell
- (vi) EXHIBIT 6 Disclosure Affidavit
- (vii) EXHIBIT 7 Disclosure of Retained Parties
- (viii) EXHIBIT 8 Schedule C - Letter of Intent to Perform from MBE/WBE
- (ix) EXHIBIT 9 MBE/WBE Special Conditions

(b) By executing this Agreement, the **Property Manager** acknowledges that it is familiar with the contents of each of such documents and will comply fully with them when performing the Services.

**ARTICLE 2. DEFINITIONS**

**2.1 Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

(a) **Additional Services.** Those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 3.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services require the approval of the Commission in a written amendment under Section 10.3 of this Agreement before the Property Manager is obligated to perform those Additional Services and before the Commission becomes obligated to pay for those Additional Services.

(b) **Agreement.** This Agreement for Property Management Services, including all exhibits attached and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

(c) **Authorized Commission Representative.** The person assigned, in writing, by the Executive Director, to be the Commission's representative. As specifically directed by the Executive Director, the Authorized Commission Representative will act on behalf of the Commission.

(d) **Budget.** The annual Budget for the Property comprised of the capital and operating budgets, prepared by the Property Manager and subject to approval of the Commission.

(e) **Commission.** 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.

(f) **Executive Director.** The person employed by the Commission as its Executive Director or the duly authorized representative thereof.



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(g) **Environmental Audit.** An audit of the Property performed by an environmental engineer or consultant, expert in the field, which will include air quality monitoring and testing.

(h) **File Inventory.** The list of all files, drawings, specifications, reports, records, warranties, surveys, environmental manifests and all other documents which are located at the Property in the office of the Building relating to the operation, maintenance or management of the Property or construction work or environmental matters affecting the Property.

(i) **General Manager.** A Key Person assigned to the Services for the Property by the Property Manager and approved by the Executive Director.

(j) **Key Personnel.** Those job titles and individuals identified in EXHIBIT 3 – Key Personnel and referred to in Section 3.4 – Personnel of this Agreement, including the General Manager, Assistant General Manager and Chief Engineer.

(k) **Management Manual.** A detailed manual for management of the Property that includes the methods of operation, maintenance, capital improvement, cost control, schedule control and reporting and the current organizational chart, lines of communication, and responsibilities of Key Personnel in a format that is acceptable to the Executive Director.

(l) **Monthly Meeting.** Monthly meetings to discuss the Services provided by the Property Manager and the management, operation and maintenance of the Property, any Additional Services and to review the performance of the Property Manager.

(m) **Monthly Report.** The written report prepared by the Property Manager and presented to the Executive Director at the Monthly Meeting that provides details on the management, maintenance and operation of the Property for the preceding month, including those Deliverables described as presented in the Monthly Report and described in EXHIBIT 1 – Scope of Services.

(n) **Personal Property Inventory.** A list of personal property, including office equipment, motor vehicles, construction materials, furnishings, supplies owned or leased by the Commission or the Property Manager and used in connection with the Services or the Property. This inventory will not include office supplies and other similar items.

(o) **Property.** The building located at 50 West Washington Street, Chicago, Illinois 60602, including underground tunnels and concourse areas, occupied areas, common areas, garage, plaza, public art and landscaping, commonly known as the Richard J. Daley Center or the Daley Center and located as described in EXHIBIT 5, Property Index Number and Sidwell, attached to this Agreement.

(p) **Property Data.** Collectively all Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to or by the Property Manager in connection with the Property, this Agreement and/or the Services.

(q) **Project.** A specific capital improvement for the Property.

(r) **Property Manager.** MB Real Estate Services, Inc., and such successors or assigns, if any, as may be authorized by the terms and conditions of the Agreement to provide the Services.

(s) **Reimbursable Expenses.** The expenditures as identified in EXHIBIT 2 – Compensation of the Property Manager in this Agreement.

(t) **Services.** Collectively, the services, duties and responsibilities described in Article 3 and EXHIBIT 1 – Scope of Services of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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(u) **Service Contracts.** Contracts for services, improvements, maintenance, window cleaning, vermin extermination, non-routine repairs, water, electricity, gas, oil, telephone, other utilities, and such other services for the Property as may be necessary or advisable.

(v) **Subcontractor.** The person or entity with whom the Property Manager contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with the Property Manager.

**2.2 Interpretation**

(a) The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

(g) References to "approved by the Commission" and "approved by the Executive Director" or to "approval by the Commission" and "approval by the Executive Director" are not intended to and must not be interpreted to absolve the Property Manager from liability due to errors and omissions.

**ARTICLE 3. DUTIES AND RESPONSIBILITIES OF THE PROPERTY MANAGER**

**3.1 Scope of Services**

(a) This professional services agreement between the Commission and the Property Manager is for performance of the Services necessary for the operation, maintenance and management of the Property. This description of Services is intended to be general in nature and is neither a complete description of the Services nor a limitation on the Services that the Property Manager is to provide under this Agreement.

(b) The **Property Manager** must provide the Services in accordance with the standards of performance set forth in **Section 3.3**. The Services that the Property Manager must provide include those described in **EXHIBIT 1 - Scope of Services** which is attached to this Agreement and incorporated by reference as if fully set forth herein.

(c) The General Manager, Key Personnel and personnel engaged in performing or knowledgeable of the Services will attend the Monthly Meetings unless excused by the Executive Director. The Property Manager will present Deliverables including those listed in **EXHIBIT 1 - Scope of Services**, take the minutes and distribute the minutes within 5 days of the meeting.

(d) The Property Manager must notify the Executive Director as promptly as practicable in the event the Property Manager obtains knowledge of an issue or circumstances which could result in a delay in the performance of Services, damage to the Property or disruption of Services to Property occupants.

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**3.2 Deliverables**

- (a) In carrying out its Services, the Property Manager must prepare or provide to the Executive Director various Deliverables as described in **EXHIBIT 1 - Scope of Services**.
- (b) The Executive Director may reject Deliverables that fail to comply with the requirements of this Agreement. If the Executive Director determines that the Property Manager has failed to comply with the standards set forth in **Section 3.3**, he or she will notify the Property Manager. If the Property Manager does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the Executive Director specifying the failure, then the Executive Director, by written notice, may treat the failure as a default of this Agreement under **Section 9.1**.
- (c) Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the Commission and when consented to in advance by the Executive Director. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve the Property Manager of its obligations under this Agreement.

**3.3 Standard of Performance**

- (a) The **Property Manager** must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a professional firm or individual performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Property Manager acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and with respect to that information; the Property Manager agrees to be held to the standard of care of a fiduciary.
- (b) The Property Manager must assure the Commission that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Property Manager must provide copies of any such licenses. The Property Manager remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by the Property Manager or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement.
- (c) If the Property Manager fails to comply with the foregoing standards, the Property Manager 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 Executive Director does not relieve the Property Manager of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the Commission's rights against the Property Manager either under this Agreement, at law or in equity.
- (d) **Compliance with The Chicago Standard**  
  
In 2004, the City of Chicago has adopted **The Chicago Standard**, a set of construction standards for public buildings. The Chicago Standard was developed to guide the design, construction and renovation of municipal facilities in a manner that provides healthier indoor environments, reduces operating costs and conserves energy resources. It also includes provisions for outfitting, operating and maintaining those facilities. The Chicago Standard takes advantage of new building technologies and practices to enhance the well-being and quality of life of everyone working in and using these buildings, as well as the neighborhoods in which they are located. The Property Manager will adhere to The Chicago Standard as it applies to existing buildings in performing the Services.
- (e) **Landmarks Ordinance**

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On November 6, 2002, the Richard J. Daley Center was designated a Chicago Landmark. The Property Manager will comply with the applicable ordinances, rules and regulations for a designated Chicago Landmark in the operation, maintenance and improvement of the Property.

(f) **Life Safety Evaluation**

In 2005, a Life Safety Evaluation was performed on the Property pursuant to the Chicago Building Code and Section 13-196-206 of the Municipal Code of the City of Chicago. The Property Manager will continue to implement these requirements, programs and policies determined by the Commission based on the results of that evaluation.

(g) **Energy Conservation Ordinance**

Whenever the Services require addition or alteration of existing buildings and structures or portion thereof, the Property Manager must comply with the provisions of the Energy Conservation Ordinance, Chapter 18-13 of the Municipal Code of Chicago. The Property Manager must select and/or recommend for installation by contractor energy-efficient mechanical, water-heating, electrical distribution and illumination systems and equipment for the effective use of energy.

**3.4 Personnel**

(a) **General.**

The **Property Manager** must investigate, evaluate, employ or engage, compensate, supervise and discharge, such employees and personnel as may be required in the discretion of the Property Manager for the proper management, operation and maintenance of the Property, performance of the Services and the protection of the Commission's interests in the Property. All such employees will be employees of the Property Manager or of a third party contractor engaged by the Property Manager and not of the Commission.

(b) **Adequate Staffing.**

The Property Manager must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent and trustworthy personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. The Property Manager staffing levels and resources for the Property are expected to fluctuate based on the Commission's annual needs. The Property Manager must include among its staff the Key Personnel and positions as identified in **Section 3.4(c)** below. The level of staffing may be revised from time to time by notice in writing from the Property Manager to the Executive Director and with written consent of the Executive Director, which consent the Executive Director will not unreasonably withhold.

(c) **Key Personnel**

The Property Manager must not reassign or replace Key Personnel without the written consent of the Executive Director, which consent the Executive Director will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of **Section 3.4**. The Executive Director may at any time in writing notify the Property Manager that the Executive Director will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice the Property Manager must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in **EXHIBIT 3 – Key Personnel**.

(d) **Salaries and Wages**

The Property Manager and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement the Property Manager underpays any such salaries or wages, the Executive

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Director may withhold, out of payments due to the Property Manager, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Executive Director for and on account of the Property Manager to the respective employees to whom they are due, as determined by the Executive Director in her sole discretion. The parties acknowledge that this **Section 3.5(d)** is solely for the benefit of the Commission and that it does not grant any third party beneficiary rights. Property Manager will be notified prior to payment of wages to provide evidence of proper payment of wages.

**3.5 Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, the Property Manager must use every reasonable effort to utilize minority business enterprises for not less than 25% and women business enterprises for not less than 5% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on June 12, 2012, set forth in **EXHIBIT 9**, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Executive Director, such reports and other information concerning compliance with such Resolution as may be requested by the Executive Director from time to time, except to the extent waived by the Commission. The completed Exhibits **EXHIBIT 8 – Letter of Intent to Perform from MBE/WBE**, executed by each such firm, and are a part of this Agreement, upon acceptance by the Executive Director. The Property Manager must utilize minority and women's business enterprises at the greater of the amounts or the percentages listed in those Exhibits as applied to all payments received from the Commission.

**3.6 Insurance**

The Property Manager must purchase and maintain at all times during the term of this Agreement and any time period following expiration if the Property Manager is required to return and perform any of the Services or Additional Services under this Agreement, for the benefit of the Commission the insurance coverage set forth in **EXHIBIT 4 – Insurance Requirements and Evidence of Insurance** of this Agreement.

**3.7 Indemnification**

a. Professional Indemnity. For claims alleging professional negligence, Property Manager must defend, indemnify and hold the Commission and its respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, that may arise out of the Property Manager's negligent acts, errors and omissions and misconduct in the Property Manager's performance under this Agreement or the performance of any Subcontractor retained by the Property Manager in connection with this Agreement.

b. General Indemnity. For all other claims, the Property Manager must protect, defend, indemnify, hold the Commission and its respective commissioners, board members, officers, officials and employees (hereafter the Indemnified Parties) free and harmless from and against all claims, demands, suits, losses, costs and expenses, including the fees and expenses of attorneys, court costs and expert's fees, 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 the Property Manager's performance under this agreement or any Subcontractor retained by the Property Manager in connection with this Agreement.

c. The indemnification obligations provided in this **Section 3.7** will be effective to the maximum extent permitted by law. This indemnity extends to all legal costs, including, without limitation: attorney fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Indemnified Party(ies), including but not limited to reasonable settlement of such claims. This indemnification is not limited by any amount of insurance required under this Agreement. Further, the indemnity contained in this section will survive the expiration

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or termination of this Agreement. For claims subject to the general indemnity, the Property Manager shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, Subcontractor, agents or servants of the Property Manager even though the claimant may allege that the Indemnified Parties were in charge of the Services or allege negligence on the part of the Indemnified Parties. The Indemnified Party/Parties will have the right, at its sole option, to participate in the defense of any such suit, without relieving the Property Manager of its obligations hereunder.

To the extent permissible by law, the Property Manager waives any limits to the amount of its obligations to indemnify or contribute to any sums due pursuant to Property Manager's obligations. Notwithstanding the forgoing, nothing in this Section 3.7 obligates the Property Manager to indemnify an Indemnified Party for the Indemnified Party's own negligence or willful misconduct. Defense costs shall be allocated on a comparable fault basis.

**3.8 Environmental Covenants**

(a) The Property Manager will:

- (i) use every reasonable effort to cause the Property to be kept in material compliance with all environmental requirements;
- (ii) not store or use, and will use every reasonable effort to prevent any other party from storing or using, any Hazardous Materials (as defined herein) at the Property other than those required for and in the amounts appropriate for standard commercial maintenance operations for similar property;
- (iii) thoroughly and systematically inspect the Property from time to time to determine if to the best of its knowledge, any Hazardous Materials exist on the Property and whether the Property complies with the environmental requirements and promptly thereafter notify the Commission of any situation known to the Property Manager which exists at the Property which would indicate the presence of Hazardous Materials or the noncompliance of the Property with the environmental requirements;
- (iv) coordinate with any environmental firms or other contractors hired by the Property Manager, with the prior written approval of the Commission, to deal with any situation involving Hazardous Materials or a potential violation of environmental requirements at the Property; and
- (v) use every reasonable effort to comply with any procedures for the Property which the Commission may reasonably request.

(b) The Property Manager will be deemed to have used every reasonable effort to cause the Property to be kept in material compliance with all environmental requirements if, not less often than once each year during the term of the Agreement, the Property Manager engages a reputable environmental engineer or consultant approved by the Commission to perform an environmental assessment of the Property and promptly advises the Commission of any recommendations of such environmental engineer or consultant with respect to the maintenance, repair or remediation of the Property.

(c) The Property Manager will be deemed to have used every reasonable effort to prevent any other party from storing or using any Hazardous Material at the Property other than those required for and in amounts appropriate for standard commercial maintenance operations, if, at the time the Property Manager learns of such storage or use of Hazardous Materials, the Property Manager promptly notifies and advises the Commission of the Property Manager's recommendations with respect thereto.

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**3.9 Environmental Indemnification.**

(a) The Property Manager will indemnify, defend, protect and hold the Commission harmless against any and all Losses that the Commission may sustain as a result of or in connection with the failure by the Property Manager to perform any of its obligations pursuant to any of the Environmental Covenants contained in Section 3.8.

(b) The Property Manager will not be liable for, and the Commission will indemnify the Property Manager for Losses that arise from violations of Environmental Covenants, which:

- (i) arose prior to the date of the Agreement, or any other prior Agreements between the Commission and the Property Manager;
- (ii) are not discovered by the Property Manager after diligent inspection of the Property pursuant to the Agreement or in the course of the proper performance of its obligations under the Agreement; provided, however, that if the Commission or an environmental engineer discloses to the Property Manager the existence of any Hazardous Material or a violation of any environmental requirements, the Property Manager will be responsible for the Losses that arise from its failure to properly perform its obligations under the Agreement with respect thereto;
- (iii) are known to the Commission but not to the Property Manager;
- (iv) are disclosed in the Environmental Audit (as defined below);
- (v) caused by the Commission's failure to comply with any specific recommendation made by the Property Manager or any environmental engineer regarding compliance with any of the environmental requirements;
- (vi) caused by the Property Manager's inability to comply with the environmental requirements because of the unavailability of funds from the Commission, provided that the Property Manager has specifically notified the Commission in writing of such need for funds and the Commission has failed to provide such funds within a reasonable time after such notice;
- (vii) caused by any action taken by the Property Manager in accordance with the express recommendation or at the direction of the Commission;
- (viii) result from the failure of the Property Manager to act if such failure to act is in accordance with the express recommendation or at the direction of the Commission;
- (ix) may result from any action taken by the Property Manager in accordance with the recommendation of any environmental engineer retained by the Commission or by the Property Manager with the Commission's approval pursuant to the Agreement.

(c) **Definitions.**

- (i) The term "Environmental Requirements" as used in **Section 3.8** and **Section 3.9** will mean all applicable federal, state and local environmental, health or safety laws, ordinances, rules and regulations and rules of common law, including but not limited to: (a) all laws and regulations governing the generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Materials; (b) all laws and regulations governing the generation, treatment, storage, discharge or disposal of wastewater as provided under the Clean Water Act, as amended 22 U.S.C. § 1251, et seq., and any amendments there to and regulations thereunder; (c) all laws and regulations governing the generation treatment, emission or discharge of atmospheric

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pollutants as provided under the Clean Air Act as amended, 42 U.S.C. § 7401, et seq., and any amendments thereto and regulations thereunder; (d) all laws and regulations relating to Asbestos; and (e) all laws and regulations governing the collection, treatment, handling, disposal, discharge, storage, transportation or removal of polychlorinated biphenyls ("PCB's"), chlorofluorocarbons, and any "new" chemicals as provided for under the Federal Toxic Substance and Control Act, 15 U.S.C. §§ 2501-2529, and any amendments thereto and regulations thereunder.

- (ii) "Hazardous Materials" means any toxic or hazardous wastes, pollutants or substances, including, without limitation, Asbestos, PCBs, petroleum products and by-products, substances defined or listed as hazardous substances or toxic substances or similarly identified in or pursuant to the Comprehensive Environmental Response, compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq., hazardous wastes identified in or pursuant to The Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., any toxic pollutant under the Clean Water Act, 33 U.S.C. § 1251 et seq., as amended, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. § 7401 et seq., and any hazardous or toxic substance or pollutant defined and regulated under any other applicable federal, state or local Environmental Requirements.
- (iii) The term "Asbestos" as used herein means actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite, and also any waste which contains commercial asbestos including asbestos mill tailings, control device asbestos waste, friable asbestos waste material, and bags or containers that previously contained commercial asbestos, as set out in the Code of Federal Regulations, 40 C.F. R. § 61.141 (1988) and any amendment thereto or other Environmental Requirements, as defined herein.

**3.10 Indemnity by Third Parties**

The Commission may require, by appropriate provision in contracts let by the Commission after the date of this Agreement with respect to the Property that the contractor(s) and consultant(s) under such contracts must indemnify, save and hold harmless the Commission and the Property Manager, and each of them, and their respective commissioners, board members, officers, officials and employees, from all claims, demands, suits, actions, losses, costs and the like, of every nature and description, made or instituted by third parties, arising or alleged to arise out of the work under such contract, and that the contractor(s) and consultant(s) under such contracts will purchase and maintain during the life of such contract such insurance as the Commission may require. The amount and insurer for such insurance are subject to approval by the Commission.

**3.11 Ownership of Documents**

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to the Property Manager under this Agreement are property of the Commission, including, as further described in **Section 3.12** below, all copyrights inherent in them or their preparation. During performance of its Services, the Property Manager is responsible for any loss or damage to the Deliverables, data, findings or information while in the Property Manager's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of the Property Manager. If not restorable, the Property Manager must bear the cost of replacement and of any loss suffered by the Commission on account of the destruction, as provided in **Section 3.7**.



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**3.12     Copyright Ownership**

(a)     The Property Manager and the Commission intend that, to the extent permitted by law, the Deliverables to be produced by the Property Manager at the Commission's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. '101 et seq., and that the Commission will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

(b)     To the extent that any Deliverable does not qualify as a "work made for hire," the Property Manager hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the Commission, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the Commission under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Property Manager must, and must cause all of its Subcontractors, employees, agents and other persons within its control to execute all documents and perform all acts that the Commission may reasonably request in order to assist the Commission in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the Property Manager. The Property Manager warrants to the Commission, its successors and assigns, that on the date of transfer the Property Manager is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. The Property Manager further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. The Property Manager warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

**3.13     Records and Audits**

(a)     **Records**

- (i)     The Property Manager must deliver or cause to be delivered to the Executive Director all documents, including all Deliverables prepared for the Commission under the terms of this Agreement, to the Executive Director promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. In the event of the failure by the Property Manager to make such delivery upon demand, then and in that event, the Property Manager must pay to the Commission any damages the Commission may sustain by reason of the Property Manager's failure.
- (ii)    The Property Manager must maintain any such records including Deliverables not delivered to the Executive Director or demanded by the Executive Director for a period of 5 years after the final payment made in connection with this Agreement. The Property Manager must not dispose of such documents following the expiration of this period without notification to and prior written approval from the Executive Director in accordance with Article 11.

(b)     **Audits**

- (i)     The Property Manager and any of the Property Manager's Subcontractors must furnish the Executive Director with all information that may be requested pertaining to the performance and cost of the Services. The Property Manager must maintain records showing actual time devoted and costs incurred. The Property Manager must keep

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books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the Executive Director at reasonable times during the performance of its Services.

- (ii) To the extent that the Property Manager conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Property Manager must maintain and make similarly available to the Executive Director detailed records supporting the Property Manager's allocation to this Agreement of the costs and expenses attributable to any such shared usages.
- (iii) The Property Manager must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
- (iv) No provision in this Agreement granting the Commission a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the Commission would have had in the absence of such provisions.
- (v) The Commission may in its sole discretion audit the records of the Property Manager or its Subcontractors, or both, at any time during the term of this Agreement or within 5 years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that the Property Manager or any of its Subcontractors has overcharged the Commission in the audited period, the Executive Director will notify the Property Manager. The Property Manager must then promptly reimburse the Commission for any amounts the Commission has paid the Property Manager due to the overcharges and also some or all of the cost of the audit, as follows:
  - (1) If the audit has revealed overcharges to the Commission representing less than 5% of the total value, based on the Agreement prices of Services provided in the audited period, then the Property Manager must reimburse the Commission for 50% of the reasonable out-of-pocket cost of the audit;
  - (2) If, however, the audit has revealed overcharges to the Commission representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Property Manager must reimburse the Commission for the full reasonable out-of-pocket cost of the audit.

(c) Failure of the Property Manager to reimburse the Commission in accordance with **Section (a) or (b)** above is an event of default under **Section 9.1** of this Agreement, and the Property Manager will be liable for all of the Commission's costs of collection, including any court costs and attorneys' fees.

**3.14 Confidentiality**

(a) Unless agreed otherwise by the Commission in writing, all Property Data are the property of the Commission and are confidential. The Property Manager will, unless specifically authorized by the Commission in writing or required by law, make Property Data available only to the Executive Director and, on a need-to-know basis,

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the Property Manager's employees and Subcontractors. The Property Manager acknowledges that Property Data may contain information vital to the security of a specific Project. If the Property Manager fails to safeguard the confidentiality of such data after being duly informed, the Property Manager is liable for the reasonable costs of actions taken by the Executive Director, in her sole discretion, determines to be necessary as a result, including the design and construction of improvements, procurement and installation of security devices, and posting of guards.

(b) Except as authorized in writing by the Executive Director, the Property Manager must not issue any publicity, news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the Project to which the Services pertain.

(c) If the Property Manager is presented with a subpoena or a request by an administrative agency regarding Property Data, the Property Manager must promptly give notice to the Executive Director with the understanding that the Commission will have the opportunity to contest such process by any means available to it before any Property Data are submitted to the court, administrative agency, or other third party. The Property Manager, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) The Property Manager must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by paragraphs (a), (b) and (c) of this section and any other confidentiality provisions in this Agreement.

**3.15 Assignments and Subcontracts**

(a) The Property Manager must not assign, delegate or otherwise transfer (including transfers which arise by operation of law, change of control, merger or consolidation) all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Commission. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Executive Director relieve the Property Manager of any of its obligations or liabilities under this Agreement.

(b) All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Commission, the Commission has the absolute right upon written notification, given by the Executive Director, to immediately rescind approval and to require the performance of this Agreement by the Property Manager directly or through any other Commission-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve the Property Manager of any of its obligations or liabilities under this Agreement.

(c) Except with the prior written approval of the Commission, the Property Manager will not employ any corporation or entity in which the Property Manager has a financial interest for the purpose of performing any work in connection with maintenance, repairs or Construction Work, including serving as a general contractor in connection with such work.

(d) The Property Manager, upon entering into any agreement with a Subcontractor, must furnish a copy of that agreement to the Commission upon request of the Executive Director. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Commission. If the agreements do not prejudice any of the Commission's rights under this Agreement, such

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agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(e) The Property Manager must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Commission. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to the Property Manager under this Agreement, without such prior written approval, has no effect upon the Commission.

(f) The Commission reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

#### **ARTICLE 4. TERM OF PERFORMANCE**

##### **4.1 Term of Performance**

This Agreement takes effect as of the date on the Execution Page ("**Effective Date**") and continues for **three years** or until this Agreement is terminated in accordance with its terms, whichever occurs first. This Agreement is subject to the Commission's right to extend it under **Section 4.2**.

##### **4.2 Agreement Extension Option**

The Commission may elect to extend this Agreement for one or more times for up to 2 years in the aggregate under the same terms and conditions as this original Agreement, by notice in writing to the Property Manager.

#### **ARTICLE 5. COMPENSATION**

##### **5.1 Basis of Payment**

The Commission will pay the Property Manager according to the Schedule of Compensation in **EXHIBIT 2 – Compensation of Property Manager** for the satisfactory performance of the Services.

##### **5.2 Method of Payment**

The Property Manager must submit original monthly invoices to the Executive Director for labor and other direct costs as billed, as outlined in **EXHIBIT 2 – Compensation of Property Manager**. The invoices must be in such detail as the Executive Director requests. The Executive Director will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the Executive Director to verify the Services provided under this Agreement.

##### **5.3 Non-Appropriation**

(a) If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Commission for payments to be made under this Agreement, then the Executive Director will notify the Property Manager in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted.

(b) Payments for Services completed to the date of notification will be made to the Property Manager except that no payments will be made or due to the Property Manager under this Agreement beyond those amounts appropriated and budgeted by the Commission to fund payments under this Agreement.

(c) The Commission's liability hereunder is limited to the funds allocated to the Commission for the management and operation of the Property.

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**ARTICLE 6. DISPUTES**

**6.1     General**

(a) All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including questions concerning allowability of compensation, and all claims for alleged breach of contract will be presented at the Monthly Meeting following knowledge of the event.

(b) Except as otherwise provided in this Agreement, the Property Manager may present disputes to the Executive Director for final determination.

(c) The sole and exclusive remedy to challenge the final determination of the Executive Director is judicial review by means of a common law writ of certiorari.

**6.2     Procedure**

(a) The Property Manager will make all requests for determination of disputes in writing, specifically referencing this Section, and will include:

- (i) the issue(s) presented for resolution;
- (ii) a statement of the position of Property Manager;
- (iii) the facts underlying the dispute;
- (iv) reference to the applicable provisions of this Agreement by page and section;
- (v) identification of any other parties believed to be necessary to the resolution;
- (vi) all documentation which describes and relates to the dispute; and
- (vii) if the request is to the Executive Director for final determination, include a copy of the minutes from the Monthly Meeting at which the issue(s) was presented.

(b) The Executive Director may thereafter reach her determination in accordance with such other information or assistance as may be deemed reasonable, necessary or desirable.

**6.3     Effect**

(a) The Executive Director's final determination will be rendered in writing no more than 45 business days after receipt by the Executive Director, unless the Executive Director notifies Property Manager that additional time for the final determination is necessary. The Executive Director's final determination will be conclusive, final, and binding on all parties.

(b) The Property Manager must follow the procedures set out in this Section and receive the Executive Director's final determination as a condition precedent to filing a complaint in the Circuit Court of Cook County or pursuing any alternative dispute resolution procedure that may be agreed by the parties.

(c) The Property Manager will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period.

**6.4     Property Manager Self-Help Prohibited**

(a) The Property Manager must never withhold performance of its Services by, for example, refusing to review and approve appropriately submitted invoices, make timely recommendations on claims, or promptly to issue other appropriate approvals needed by others where doing so would potentially harm third parties, such as Subcontractors, a General Contractor, or its subcontractors. Doing so to gain potential leverage in negotiating or settling Property Manager's claims against the Commission will be considered to be bad faith on Property Manager's part.

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(b) This provision is not intended to prohibit Property Manager from exercising its well-considered professional judgment in carrying out its duties and responsibilities under this Agreement.

**6.5     No Liens**

The Property Manager waives and releases, for itself and its successors, assigns, legal representatives and subcontractors, any claim of a lien of charge against the Property with respect to Services performed or monies or other consideration due under this Agreement.

**ARTICLE 7. COMPLIANCE WITH ALL LAWS**

**7.1     Compliance with All Laws Generally**

(a) The Property Manager must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances, executive orders and regulations in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and the Property Manager must pay all taxes and obtain all licenses, certificates and other authorizations required by them. The Property Manager must required and direct all Subcontractors to do so, also. In the absence of a Subcontractors' compliance, the Property Manager must terminate them

(b) The Property Manager must execute and must cause any Subcontractors to execute a Disclosure Affidavit in the form attached to this Agreement as EXHIBIT 6 - Disclosure Affidavit. The Property Manager and Subcontractors must keep current the information provided in the Disclosure Affidavit during the term of this Agreement. Notwithstanding acceptance by the Executive Director of the Disclosure Affidavit, failure of the Property Manager's Disclosure Affidavit to include all information renders this Agreement voidable at the option of the Commission.

(c) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to:

- (i) the statute or law as it may be amended from time to time;
- (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and
- (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

**7.2     Nondiscrimination**

(a) In performing its Services under this Agreement, the Property Manager must comply with applicable laws prohibiting discrimination against individuals and groups.

(b) In performing under this Agreement, the Property Manager must not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, color, creed, national origin, gender, age, or disability, or otherwise commit an unfair labor practice.

(c) The Property Manager certifies that it is familiar with, and will comply with, all applicable provisions of the Civil Rights Act of 1964, 28 U.S.C. § 1447, 42 U.S.C. §§ 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 623-634 (1992); the Americans with Disabilities Act of 1990, 29 U.S.C. § 706, 42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 152, 221, 225, 611 (1992); 41 C.F.R. § 60 (1992); 41 C.F.R. § 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act, 410 ILCS 25/1 et seq; and the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended.

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(d) The Property Manager will furnish such reports and information as may be requested by the Executive Director, the Illinois Department of Human Relations, or any other administrative or governmental entity overseeing the enforcement, or administration of, or compliance with, the above mentioned laws and regulations.

(e) The Property Manager certifies that it is familiar with, and will comply with, all applicable provisions of 820 ILCS 130/0.01 through 130/12 (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).

(f) The Property Manager will also comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of 1986, 41 U.S.C. §§ 51-58 (1992); 18 U.S.C. § 874 (1992); 40 U.S.C. § 276c (1986) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, any direct or indirect "kick-back" is made, as defined in any of the above mentioned laws and regulations, the Commission may withhold from the Property Manager, out of payments due to the Property Manager, an amount sufficient to pay any underpaid employees the difference between the salaries required to be paid under the law and this Agreement and the salaries actually paid such employees for the total number of hours worked. The amounts withheld may be disbursed by the Commission for and on account of the Property Manager to the respective employees to whom they are due, as determined by the Executive Director in her sole discretion.

(g) The Property Manager must incorporate all of this **Section 7.2** by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor or that may provide any such materials.

**7.3 Deemed Inclusion**

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

**ARTICLE 8. SPECIAL CONDITIONS**

**8.1 Warranties and Representations**

In connection with signing and carrying out this Agreement, the Property Manager:

(a) warrants that the Property Manager is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which the Property Manager is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and the Property Manager is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that the Property Manager and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Executive Director to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the Commission;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in

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accordance with all of its provisions and requirements, and the Property Manager warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that the Property Manager and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) warrants that neither the Property Manager nor any affiliate of the Property Manager is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the Commission may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

For purposes of this subparagraph (g) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity will be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

(h) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under **Sections 9.1** and **9.3** of this Agreement.

**8.2 Ethics and Inspector General**

In addition to the foregoing warranties and representations, the Property Manager warrants:

(a) that it 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 [http://www.pbcchicago.com/pdf/RES\\_PBC\\_ECR\\_CodeofEthicsAmendOct32011\\_20110920.pdf](http://www.pbcchicago.com/pdf/RES_PBC_ECR_CodeofEthicsAmendOct32011_20110920.pdf), and is incorporated into this Agreement by reference.

(b) no officer, agent or employee of the Commission is employed by the Property Manager or has a financial interest or economic interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement pursuant to the Code of Ethics Resolution passed by the Commission.

(c) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime the Property Manager or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(d) The Property Manager further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of the Code of Ethics Resolution passed by the Commission is voidable as to the Commission.

(e) The Property Manager agrees to cooperate fully and expeditiously with the Commission's Inspector General in all investigations or audits. The Property Manager agrees to provide all documents, data, files and other information and access to all witnesses specified by the Commission's Inspector General. This obligation applies to all officers, directors, agents, partners, and employees of the Property Manager. The Property Manager agrees to insert this provision in any subcontracts that it awards.



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**8.3     Joint and Several Liability**

If the Property Manager, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and every obligation or undertaking in this Agreement to be fulfilled or performed by the Property Manager is the joint and several obligation or undertaking of each such individual or other legal entity.

**8.4     Business Documents**

At the request of the Executive Director, the Property Manager must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**8.5     Conflicts of Interest**

(a) No Commissioner, employee, officer, or official of the Commission who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City Of Chicago or City Of Chicago employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Property Manager covenants that it, and to the best of its knowledge and after diligent inquiry, its Subcontractors if any (Property Manager and its Subcontractors will be collectively referred to in this **Section 8.5** only as "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(b) Upon the request of the Executive Director, Consulting Parties must disclose their past client lists and the names of any clients with whom they have an ongoing relationship to the Executive Director. Consulting Parties are not permitted to perform any Services for the Commission on applications or other documents submitted to the Executive Director by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the Executive Director.

(c) Without limiting the foregoing, if the Consulting Parties assist the Commission in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the Commission in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(d) The Property Manager further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as described in **Section 3.14** of this Agreement. If the Executive Director in his reasonable judgment, determines that any of Consulting Parties' Services for others conflict with the Services they are to render for the Commission under this Agreement, Consulting Parties must terminate such other services immediately upon request of the Executive Director.

**8.6     Non-Liability of Public Officials**

The Property Manager and any assignee or Subcontractor of the Property Manager must not charge any Commissioner, employee, officer or official of the Commission personally with any liability or expenses of defense or hold any Commissioner, employee, officer or official of the Commission personally liable to them under any term or provision of this Agreement or because of the Commission's execution, attempted execution or any breach of this Agreement or for any other reason whatsoever.

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**8.7     Security**

(a)     The Property Manager, Subcontractors, their respective employees, invitees and all other persons under the control of the Property Manager must comply strictly and faithfully with any and all rules, regulations and directions with regard to security, safety, maintenance and operation of the Property and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

(b)     When the Property requires additional security, including the use of Security Badges, the Property Manager will work with the Executive Director to develop specific security procedures. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. The Property Manager will be jointly and severally liable for any fines imposed on any person working on its behalf.

**ARTICLE 9.   EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**9.1     Events of Default**

Each of the following occurrences constitutes an Event of Default by the Property Manager under this Agreement:

(a)     Failure or refusal on the part of the Property Manager to duly observe or perform any obligation or agreement on the part of the Property Manager contained in this Agreement, which failure or refusal continues for a period of 10 days (or such longer period as the Executive Director in her sole discretion, may determine if such failure is not capable of being cured within such 10-day period) after the date on which written notice of it has been given to the Property Manager by the Executive Director;

(b)     A materially false representation or warranty by the Property Manager in this Agreement or throughout the performance of the Services.

(c)     The Property Manager becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals will take any action in furtherance of any of the foregoing;

(d)     Any proceeding is commenced against the Property Manager seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within 60 days following commencement of the proceeding, or appointment of, without the Property Manager's consent or acquiescence, any trustee, receiver, liquidator or other custodian of all or any substantial part of the Property Manager's assets and properties, and such appointment will not have been vacated, stayed, discharged, bonded or otherwise dismissed within 60 days of the appointment.

(e)     The Property Manager's material failure to perform any of its obligations under this Agreement including:

- (i)     Failure due to a reason or circumstance within the Property Manager's reasonable control to perform the Services with sufficient personnel, and equipment or with sufficient material to ensure the performance of the Services;
- (ii)    Failure to properly perform the Services or inability to perform the Services as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

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- (iii) Failure to promptly re-perform within a reasonable time the Services that were rejected per the Terms of this Agreement;
- (iv) Discontinuance of the Services for reasons within the Property Manager's reasonable control;
- (v) Failure to comply with a material term of this Agreement, including the provisions concerning insurance and nondiscrimination;
- (vi) Any change in ownership or control of the Property Manager without prior written approval of the Executive Director which approval the Executive Director will not unreasonably withhold;
- (vii) The Property Manager's default under any other agreement it presently may have or may enter into with the Commission. The Property Manager acknowledges that in event of a default under this Agreement the Executive Director may also declare a default under any such other agreements.
- (viii) Failure to comply with Section 7.1 in the performance of the Agreement.

**9.2 Remedies**

(a) If an Event of Default occurs and continues beyond any applicable cure periods, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to Property Manager, in which event the Commission has no further obligations hereunder or liability to Property Manager except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right will operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

(b) The occurrence of any event of default permits the Executive Director, to declare the Property Manager in default. The Executive Director may in her sole discretion give the Property Manager an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Executive Director. Whether to declare the Property Manager in default is within the sole discretion of the Executive Director and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

(c) The Executive Director will give the Property Manager written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Executive Director gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Executive Director may give a Default Notice if the Property Manager fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.2 and Article 11, the Property Manager must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the Executive Director. After a Default Notice is issued by the Executive Director, the Commission may invoke any or all of the following remedies:

- (i) The right to take over and complete the Services, or any part of them, at the Property Manager's expense and as agent for the Property Manager, either directly or through others, and bill the Property Manager for the cost of the Services, and the Property Manager must pay the difference between the total amount of this bill and the amount the

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Commission would have paid the Property Manager under the terms and conditions of this Agreement for the Services that were assumed by the Commission as agent for the Property Manager under this **Section 9.2**:

- (ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the Executive Director;
- (iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- (iv) The right to monetary damages;
- (v) The right to withhold all or any part of the Property Manager's compensation under this Agreement;
- (vi) The right to deem the Property Manager non-responsible in future contracts to be awarded by the Commission.

(d) If the Executive Director considers it to be in the Commission's best interests, she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Commission and that if the Executive Director permits the Property Manager to continue to provide the Services despite one or more events of default, the Property Manager is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the Commission waive or relinquish any of its rights.

**9.3 Remedies Not Exclusive**

No right or remedy in this Agreement conferred upon or reserved to the Commission is exclusive of any right or remedy provided or permitted under this Agreement or by law or equity, but each is cumulative of every other right or remedy given in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the Executive Director considers expedient.

**9.4 Early Termination or Suspension**

(a) In addition to termination under **Sections 9.1 and 9.2** of this Agreement, the Commission may terminate or suspend this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the Executive Director to the Property Manager. The Executive Director will give notice to the Property Manager in accordance with the provisions of **Article 11**. The effective date of early termination or suspension will be the date the notice is received by the Property Manager or the date stated in the notice, whichever is later. Occupation by the Property Manager or agent of any space within the Property, whether by lease or practice is co-terminus with the Agreement.

(b) Early termination or suspension of this Agreement does not relieve the Property Manager from liability for the performance of any obligations of the Property Manager under the Agreement performed or to have been performed by the Property Manager on or before the effective date of early termination or suspension.

(c) In no event will the Commission be liable to the Property Manager for any loss, cost or damage which the Property Manager or any other party may sustain by reason of the Commission terminating or suspending the Agreement as provided by the Agreement.

(d) Provided that the Property Manager is not in default under this Agreement at the time of early termination or suspension, the Commission will pay to the Property Manager, in accordance with the Terms of this

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Agreement, all compensation and reimbursements due to the Property Manager for periods up to the effective date of early termination or suspension.

(e) The Executive Director and the Property Manager must agree on the amount of compensation to be paid to the Property Manager, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to the Property Manager is in full settlement for all Services satisfactorily performed under this Agreement.

(f) The Property Manager must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Commission arising from termination of subcontracts after the early termination. The Property Manager will not be entitled to make any early termination claims against the Commission resulting from any Subcontractor's claims against the Property Manager or the Commission to the extent inconsistent with this provision.

(g) If the Commission's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.4.

**9.5 Right to Offset**

(a) In connection with performance under this Agreement, the Commission may offset any excess costs incurred if the Commission:

- (i) terminates this Agreement for default or any other reason resulting from the Property Manager's performance or non-performance;
- (ii) exercises any of its remedies under Section 9.2 of this Agreement; or
- (iii) has any credits due or has made any overpayments under this Agreement.

(b) The Commission may offset these excess costs by use of any payment due for Services completed before the Commission terminated this Agreement or before the Commission exercised any remedies. If the amount offset is insufficient to cover those excess costs, the Property Manager is liable for and must promptly remit to the Commission the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the Commission.

(c) No such debt(s) will be offset from the price or compensation due under this Agreement if the Property Manager:

- (i) is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (ii) has filed a petition in bankruptcy and the debts owed the Commission are dischargeable in bankruptcy.

(d) In connection with any liquidated or un-liquidated claims against the Property Manager, without breaching this Agreement, the Commission may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or un-liquidated claims that the Commission has against the Property Manager unrelated to this Agreement.

(e) When the Commission's claims against the Property Manager are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the Commission will reimburse the Property Manager to the extent of the amount the Commission has offset against this Agreement inconsistently with such determination or resolution.

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**9.6     Force Majeure**

Neither of the parties will be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform will give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Property Manager under this Agreement for the duration of the force majeure. The Commission will not be obligated to pay for the Services to the extent and for the duration that performance of the Services is delayed or prevented by force majeure, but provided the Property Manager is not in default of any obligation of the Property Manager under this Agreement, the Commission will pay to the Property Manager, according to the terms of this Agreement, all compensation and reimbursements due to the Property Manager for periods up to the effective date of suspension. The term "force majeure" means an extraordinary event or effect that the parties could not have anticipated or controlled and that renders performance impossible or impracticable for the duration of the event or effect. Such events or effects include but are not limited to: extraordinary acts of nature, such as tornadoes; or of people, such as acts of terrorism; or of governments, such as imposition of martial law. The term does not include, for example, typical Chicago inclement weather (i.e. weather the severity of which is less than a standard deviation from the 5-year mean for the O'Hare, as established by the National Oceanic and Atmospheric Administration) or labor force strikes.

**ARTICLE 10. GENERAL CONDITIONS**

**10.1     Entire Agreement**

**(a)     General**

This Agreement, and the Exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

**(b)     No Collateral Agreements**

The Property Manager acknowledges that, except only for those representations, statements or promises contained in this Agreement and the Exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the Commission, its respective Commissioners, officers, officials and employees, has induced the Property Manager to enter into this Agreement or has been relied upon by the Property Manager, including any with reference to:

- (i)     the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (ii)    the nature of the Services to be performed;
- (iii)   the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (iv)    the general conditions which may in any way affect this Agreement or its performance;
- (v)    the compensation provisions of this Agreement; or
- (vi)    any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

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**(c) No Omissions**

The Property Manager acknowledges that the Property Manager was given ample opportunity and time and was requested by the Commission to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. The Property Manager did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, the Property Manager relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**10.2 Counterparts**

This Agreement is comprised of 2 identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**10.3 Amendments**

(a) Except as provided in this **Section 10.3** of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of the Property Manager and by the Commission. The Commission incurs no liability for Additional Services without a written amendment to this Agreement under this **Section 10.3**.

(b) Whenever in this Agreement the Property Manager is required to obtain prior written approval, the effect of any approval that may be granted pursuant to the Property Manager's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

**10.4 Governing Law and Jurisdiction**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Property Manager irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on the Property Manager may be made, at the option of the Commission, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Property Manager, or by personal delivery on any officer, director, or managing or general agent of the Property Manager. If any action is brought by the Property Manager against the Commission concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

**10.5 Severability**

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**10.6 Assigns**

Except as otherwise provided in this Agreement, all of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

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**10.7    Cooperation**

The Property Manager must at all times cooperate fully with the Executive Director and act in the Commission's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Property Manager must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Commission in connection with the termination or expiration, including those requirements described in **EXHIBIT 1 – Scope of Services**.

**10.8    Waiver**

(a)      Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

(b)      The waiver by either party of any breach of this Agreement will not constitute a waiver as to any succeeding breach.

**10.9    Independent Contractor**

(a)      Under this Agreement, the relationship of the Property Manager to the Commission is that of an independent contractor and the Property Manager, except to the extent expressly provided to the contrary in this Agreement, will have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission.

(b)      This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Property Manager and the Commission.

(c)      The rights and the obligations of the parties are only those set forth in this Agreement.

**ARTICLE 11.   NOTICES**

11.1      The Property Manager will notify the Commission promptly in writing of all significant occurrences and circumstances affecting the Property or its operation or affecting in any manner the interest of the Commission in and to the Property.

11.2      In an emergency, the Property Manager will as promptly as possible notify the Commission in person or by telephone so that prompt arrangements may be made to address the emergency situation. The Property Manager is authorized, prior to providing notice to the Commission, to take action to address the emergency if, in the opinion of the Property Manager, such action is necessary to prevent damage to property, injury to persons or increase in the cost to address the emergency.

11.3      The Property Manager will notify the Commission promptly and forward to the Commission any complaints, warnings, notices, or summonses received by the Property Manager relating to the compliance of the Property or any of its equipment with requirements of any ordinance, law, rule, or regulation including environmental requirements of the city, county, state, or federal government or any other public entity having jurisdiction over the Property as identified in **Section 7.1 Compliance with All Laws Generally**.

11.4      All notices required to be given under this Agreement must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Executive Director for the Commission, or the General Manager for the Property Manager at their respective addresses set forth above and, if appropriate or at the direction of the Executive Director to the Managing Partner of the legal



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firm representing the Commission, c/o Neal & Leroy, LLC 203 North LaSalle Street, Suite 2300, Chicago, Illinois 60601.

**11.5** If given as provided in this Agreement, such notice is deemed to have been given on the date of delivery, if delivered by hand, and on the third business day after mailing, if given by mail. Refusal to accept delivery has the same effect as receipt. The Commission or Property Manager may, from time to time, change the address to which notices will be sent by giving notice to the other party in the manner provided in this subparagraph.

**ARTICLE 12. AUTHORITY**

Execution of this Agreement by the Property Manager is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of the Property Manager have been made with complete and full authority to commit the Property Manager to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

#### **INTRODUCTION**

The Property Manager shall provide property management services at the Richard J. Daley Center located at 50 West Washington Street, Chicago, Illinois 60602. The Richard J. Daley Center (the "Property"), is occupied by Cook County Courts system, Cook County Sheriff, States Attorney of Cook County, City of Chicago Department of Innovation and Technology and PBC as government occupants along with retail rental space and common and public uses.

The Property includes a thirty-story office building containing a total of 1,465,723 square feet located on approximately 122,700 square feet of land. The Property includes the land, site improvements, the plaza, the Picasso sculpture, and has multiple lower levels, tunnels and a garage.

#### **PROPERTY OFFICE**

The Property Manager will maintain an office on the 12<sup>th</sup> Floor which will be designated and known as the "Office of the Building". The Property Manager will retain for the Property at all times, a building manager acceptable to the Commission who is in charge of such office and available to perform the duties of the Property Manager.

##### **I. Inventory**

The Property Manager will establish inventory controls and will keep files of warranties and guaranties of all such property. The Property Manager will update the Inventory when a change occurs and will provide a description of any such changes in the Monthly Report.

##### **II. File Inventory**

The Property Manager will establish procedures and controls to ensure that all of the documents shown on the File Inventory are maintained by the Property Manager in a safe manner in a designated office at the Property. In addition, the Property Manager must maintain key control and inventory.

#### **OPERATIONS AND MAINTENANCE**

##### **I. Maintenance and Capital Improvement of the Property**

The Property Manager will manage, maintain and operate the Property.

The Richard J. Daley Center has public art on the plaza known as the Picasso. The Property Manager will be responsible for cleaning and general maintenance of this statue. All services conducted will be administered under the yearly operating budget.

The Property Manager will systematically inspect the Property and must provide the Monthly Reports and meetings to the Commission.

The Property Manager will continuously review the need for capital improvements to the Property and make recommendations regarding those improvements to the Commission in the Monthly Report. Upon authorization, the Property Manager will obtain bids and enter into contracts to execute the capital improvements and will manage and coordinate the work required to affect any such capital improvement.

The Property Manager must provide and maintain the Management Manual for the Property.

The Property Manager will schedule and must notify the Property occupants and other agencies, firms or visitors, of all tests, repairs, replacement and downtime of critical Property systems as appropriate. The Property Manager will monitor all tests, repairs, replacement and downtime of Property systems, and have a plan that is acceptable to the Commission for restoration of Services in the event that the Property systems cannot be restored as per schedule.

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**A. CUSTODIAL SERVICES**

The Property Manager will provide Custodial Services as further described below to ensure that civilians and employees are in a clean and fully supplied environment at all times.

The Daley Center has occurrences of peak occupancy and off-peak occupancy throughout a 24 hour period. Peak occupancy times generally occur between the hours of 8:00 a.m. and 5:00 p.m. but these hours will vary based on published schedules and irregular operations. The Property Manager must adjust custodial hours as occupancy times fluctuate in order to achieve the performance requirement. The Property Manager must schedule daily/weekly/yearly custodial services during off-peak hours and only perform required hourly and continuous tasks during peak occupancy times.

**Custodial services must include:**

1. Continuous custodial services and monitoring during times of high occupancy;
2. Washing of outside windows four times a year for the duration of the contract (cleaner must be approved by the Commission and adhere to all requirements);
3. Frequent (keeping areas/surfaces free from dirt, debris, stains, and trash/recycling removal at all times) cleaning of interior and exterior surfaces such as interior and exterior glass, metal finishes, floors, sidewalks, foreign objects and debris (FOD) removal/cleaning of ramp area sidewalk along building, and any other structural cleaning which the Commission deems necessary or desirable;
4. Exterior walkway snow removal and the application of snow melt from upper and lower level sidewalks, stairwells and the Plaza area;
5. Connecting covered walkway;
6. Supply of all consumable goods such as toilet paper, paper towels, hand soap, hand sanitizers and all corresponding dispensers, cleaning supplies, soaps, and towels. Commission reserves the right to set product standards, and to be informed in advance to review and approve product and dispenser changes;
7. Refuse handling, to include the removal of refuse for the entire building, including trash, garbage and other waste. It must be properly disposed of at a centrally located dumpsite designated by the Commission. All recyclable refuse such as aluminum cans, plastic bottles, newsprint, office paper, etc. must be put in designated recycling waste receptacles and routed to exterior recycling and dumpsters. All such handling must be done in a neat, safe, sanitary, and environmentally sound manner, and in accordance with all applicable laws, ordinances, and Commission/City rules, regulations, policies and procedures.
8. Pest control services throughout the Daley Center building. The providers of these pest control services must be properly certified and/or licensed as required by law, and provide monthly reports of findings and rectification results to the Commission. The certified contractor must monitor and exterminate rodents, roaches, ants, and various other pests for the Commission as well as provide technical support and identifying repairs necessary to mitigate pest entry and harborage. The contractor must take all necessary precautions to prevent injury to the public and property while service is being performed. Rodenticides are not permitted within the building; only mechanical means will be employed to abate pests.
10. Furnish women's personal hygiene service in all women's restrooms throughout the entire Daley Center. Service must include maintaining, cleaning, deodorizing, refilling, and professional removal and disposal.

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11. Cleaning of all art exhibits and supporting infrastructure used to display and light the exhibits in a way to ensure art is not damaged;
12. Inspect, clean spills, and empty trash on the loading docks.
13. Clean escalator treads and risers. Each piece of equipment will be cleaned as needed and scheduled by Commission. This schedule is subject to change at Commission's request. In addition, clean interior and exterior of elevators.

**Performance Requirement:** Standard of cleanliness and quality of workmanship must be acceptable to the Commission. Without limiting the foregoing, all areas must be free of debris, soil and stains at all times and response to facility emergencies will be immediate. All materials will be fully stocked and work will be performed in an expeditious and professional manner.

The Property Manager must report status and condition of Property as requested via email identifying problems and corrective actions to Authorized Commission's Representative.

**B. MAINTENANCE AND ENGINEERING SERVICES**

These Services will be performed for/upon all building systems and equipment including, but not limited to, the following:

1. Day-to-day maintenance and engineering, to include routine maintenance, repairs and replacement of worn/damaged systems and equipment components, when such damage could be reasonably anticipated for Facilities of this type;
2. Equipment monitoring, diagnostics and functionality/repair status reporting as requested for all of the building systems and provide a monthly report of maintenance, repair and replacements, as well as frequencies and trends analyses to the Commission;
3. Identification of, and rapid response to, emergency maintenance and repair requirements per manufacturer's specifications as they emerge. The Property Manager may also be directed by Department personnel to respond to emergency maintenance situations and make immediate repairs;
4. Operation of a "Preventative Maintenance Program", which schedules planned maintenance actions (designed to prolong system/equipment life and ensure their proper working order). Property Manager must document and prepare reports as requested to confirm the operational status of such systems/equipment and maintenance actions performed (and/or scheduled to be performed) upon them. The scheduled task must meet manufacturer's recommendations and/or industry standards for said equipment of system.
5. Holiday decoration services will consist of obtaining a contractor who will provide the materials, labor, tools, equipment, traffic control and any and all other items necessary to install, takedown, store, refurbish, replace and fabricate various different types of seasonal decorations for the Commission. A seasonal decorations plan must be submitted and approved by the Commission prior to implementing changes.
6. Property Manager will provide skilled trades, personnel and equipment as required and necessary to complete the installation, maintenance, and removal of designated art exhibits and normal tenant requests.
7. Coordination of all access and data requests from utility companies servicing the Property.

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8. Coordination of all electrical power supply, distribution and compliance with the Commission's designated electrical provider. The electrical provider is responsible for electrical power delivery; while the Property manager will be responsible for care and maintenance of the infrastructure that distributes electrical power throughout the Property, electrical safety, compliance with standards and codes, and associated engineering services, as required to ensure the proper operation of the property at all times. The Property Manager will procure at the Commission's expense diesel fuel for the electrical generators.
9. Coordination of all Heating, Ventilation, and Air Conditioning (HVAC) operations and maintenance matters with the Commission Heating and Refrigeration equipment, operated by the Commission Facilities section;

a. Engineering & Maintenance to include, but not limited to:

- General Service
- Electrical, Mechanical & Plumbing to include, but not be limited to:

**HVAC**

- Air handling units
- Fans
- Heating Units gas and electric
- Piping Systems
- Pipe insulation
- Indoor air quality testing
- Pumps
- Reheat coils
- Exhaust system
- Unit heaters
- VAV systems
- Water quality testing: potable and nonpotable
- Smoke detectors, Fire detectors and alarm devices
- Fire extinguishers
- Fin tube radiation
- Filters
- Chillers
- Cooling Systems/Coils
- Air Compressors
- All HVAC controls & equipment Pneumatic Controls & Equipment
- Steam pipes feeding other buildings
- Building Automation System.

**ELECTRICAL**

- Signage (maintenance)
- General and emergency lighting
- Interior and exterior lighting fixtures in and on the grounds
- Building service and distribution
- Emergency stand-by generators, associated equipment, and fuel
- Motors and Controllers

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- Power and Lighting Panels
- VFD drives
- UPS systems for the building not inclusive of tenants

**PLUMBING**

- Domestic water piping/pumps
- Drinking fountains
- Potable water (drinking water) testing
- Test and Service Back Flow Devices & Equipment
- Fire protection system and equipment
- Fire suppression systems
- Fire Pumps & Controllers
- Diesel Fire Pump
- Floor, area drains & Basins
- Plumbing fixtures & sensors
- Pumps (water, sewage, storm water)
- Sanitary sewer, vent piping and drains
- Water heaters
- RPZ Backflow Preventers annual certification

**b. General Maintenance in the areas of responsibility to include, but not be limited to:**

- Acoustic ceiling tiles
- Carpet
- Terrazzo – maintenance and repair
- Interior & Exterior Doors and Hardware (Including all doors with an access control system)
- Door re-keying, locks door knobs/handles, inventory controlled management, hardware
- Flooring and tiles
- Ramp Barriers
- Glass and glazing
- Metals (interior and exterior)
- Roofing/decking
- Elevator, escalator and installation of safety devices and upgrades
- Railings and handrails
- Restroom equipment and fixtures
- Roof (inspections and minor repair)
- Safety treads on steps
- Interior painting
- Drywall; all surfaces
- Carpentry
- Maintenance and replacement of existing signage
- Installation of new signage
- Furniture
- Fire alarm system maintenance and upgrades

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- Fire extinguishers – annual certification and other tests/certifications required by
  - Minor structural/concrete repair
  - All holiday decorations
  - Special events
  - Exhibit maintenance
  - Exterior landscaping
  - Trash removal on and around Plaza
  - Vestibule ped-mats & seasonal floor mats.
- c. Elevator/Escalator: Maintenance includes but is not limited to full coverage preventative maintenance, routine work, preventative maintenance repairs, call-back service, emergency service, routine and periodic tests, inspection and cleaning. The Property Manager will be fully responsible for the preventative maintenance as specified herein for elevators and escalators and shall be required to continually keep the equipment in compliance applicable governing authority's local laws.
- d. Computerized Maintenance Management System: In-out data, utilize, maintain, and operate a fully automated computerized maintenance system to track, manage and benchmark the performance of all provided services, and to provide comprehensive preventative maintenance, work orders, and inventory control. The Property Manager is responsible for updating the current Computerized Maintenance Management System software to the most recent version throughout the contract and for integrating/transitioning the current Computerized Maintenance Management System to any future system(s).
- e. The Property Manager will provide information and attend meetings as requested.
- f. The Property Manager will develop an infrastructure and equipment assessment within the first quarter under contract. The assessment will assist with prioritizing facility improvement and equipment repair/replacement projects. The assessment will be updated annually.

**Performance Requirement:** The Property Manager will respond within ten (10) minutes for on-site staff of notification of a problem/deficiency and within two (2) hours for offsite staff (e.g. subcontractors) of notification of a problem/deficiency. If the problem/deficiency cannot be resolved immediately, the Property Manager will notify the Commission and repair and/or replace within twenty-four hours. If the deficiency is rare or unique, or requires Commission approval as set forth in Section V, Management below, the Property Manager will provide an acceptable plan and timeline to correct the deficiency.

In the event there is either an unauthorized disruption of services solely caused by acts and/or omissions of the Property Manager or, the Property Manager fails to provide services that meet the quality standards provided for herein, the Commission, at its discretion, may substitute or remove key personnel and may require the Property Manager to submit to the Commission for approval an action plan outlining the steps it will take in the future to prevent such service issues from arising.

**C. ADDITIONAL SERVICES**

1. Feminine Hygiene Disposal Systems / Diaper and Napkin Dispensers. The Property Manager will, if directed by the Commission to initiate this service, use a competitive bid process for the supervision, labor, parts, equipment, materials, supplies, tools, transportation and incidental

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goods and services necessary to maintain and service Feminine Hygiene Disposal Systems / Diaper and Napkin Dispensers in all women's restrooms.

2. **Scheduler.** The Property Manager may be tasked with providing a Scheduler which will be responsible for scheduling all events for the plaza and inside the Richard J. Daley Center, and keeping an up-to-date calendar of events.

**II. Property Occupants**

The Property Manager must establish and maintain business relations with the occupants of the Property. The Property Manager must employ a system to receive, log and discharge requests, complaints and comments from occupants. The Property Manager must provide the Commission with copies of the logs in the Monthly Report. The Property Manager must immediately advise the Commission of all complaints or incidents. The Property Manager will immediately respond to, investigate and report to the Commission its finding on such complaints or incidents, along with the Property Manager's recommendations regarding the handling of the complaint or incident.

The Property Manager will make all Property occupants aware of the rules, regulations and notices regarding the Property issued by the Property Manager or the Commission and will periodically review those with the occupants. The Property Manager will make diligent and continuing efforts to obtain complete compliance by all occupants of the Property with all rules and regulations promulgated by the Commission.

The Property Manager must supervise the moving in and moving out of all occupants and arrange and schedule moves to minimize the disruption of the operation of the Property and avoid any inconvenience to Property occupants. The Property Manager must inspect any property vacated and immediately report to the Commission its assessment of the condition of such property along with its recommendation of the disposition of any security deposit held as security for performance under any lease with respect to the vacated premises.

The Property Manager must, to the extent permitted by the operating budget, perform for and provide to Property occupants (other than commercial tenants) any miscellaneous repair and maintenance services reasonably requested by such occupants from time to time. The Property Manager must perform for and provide to commercial tenants, at the expense of such commercial tenants, miscellaneous repairs and maintenance services as reasonably requested at rates customarily charged in other downtown Chicago commercial/retail buildings.

**III. Public Safety and Emergency Preparedness**

- A. **Security Services.** The decision to provide, alter, continue or terminate security or security services for the Property and the scope thereof, if any, is solely that of the Commission. The Property Manager must consult the Commission concerning security or security services and must assist in the effectuation of such policies concerning security and security services as may be adopted by the Commission.

1. **On-Site Security Officers**

Security services for the Daley Center includes the protection of all physical contents within a site's entire property boundaries, including the Plaza, lots, and open or fenced-off areas, and will also include:

- a. The prevention and detection of: intrusion, unlawful entry, theft, vandalism, abuse, fire, placing of illicit hazardous material, or trespassing;
    - b. The prevention, observation, or detection of any unauthorized activity;



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- c. The protection of all persons on site;
- d. The prevention of the misappropriation or concealment of illegal goods;
- e. Monitoring of vehicles and pedestrian traffic (restricting access to only authorized vehicles and personnel when stationed at a gate entranceway or secured area; or, while positioned at a fixed point position, perform "monitoring" in the sense of reacting if suspicious behavior or unusual vehicular activity warrants some investigation on the part of the security officer);
- f. Performing foot patrols, when applicable, of a building's hallways and stairways on all floors, and basements when necessary, as well as exterior property boundaries;
- g. The prompt reporting to the Chicago Police Department or Cook County Sheriff of any criminal activity;
- h. The accurate documentation of all incidents;
- i. Prompt reporting to the authorized representatives by telephone, as soon as is practical, when an injury to a person or damage to property occurs on property; and
- j. Provide a reporting system for security guards rounds.

**2. On-Site Supervisors**

All Supervisors assigned must have at least four (4) years of supervising experience. Supervising experience must have been derived from contracts requiring not less than 4,000 man-hours per month of security officer service.

Preferably, on-site Supervisors will have served at least two (2) years in the military and have been honorably discharged, or have served for two (2) years as a law enforcement officer, or have completed at least thirty (30) credit hours towards an Associate's Degree in Criminal Justice or, have a Degree in Business Management.

The Supervisor must develop and maintain familiarity with the site operations, develop consistent operational efficiency, and facilitate unity between all security officers. The supervisor must be responsible for the full implementation of patrols, "fixed point monitoring", accurate reporting, and on-site training programs.

**3. Fixed Point Monitoring**

The Daley Center requires a security officer to remain stationary, or "fixed" at one station throughout a shift. Fixed point monitoring will require a security officer to sit behind a desk to guard an entranceway into the building. A fixed point guard cannot leave his position to patrol the building.

Fixed point monitoring involves constant surveillance of a closed circuit TV monitor.

Unless specifications for a site require the stationary officer to execute an "occasional tour" (i.e. foot patrol) the security officer must remain fixed at the assigned station throughout his shift.

**4. Subcontracted Services**

The Property Manager must, if applicable, furnish the names of all subcontractors it is planning to use for security officer services. All subcontracted security personnel must comply with the qualifications which are required by the Property Manager's security personnel.

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**5. Uniforms and Equipment**

The Property Manager will be responsible for providing, cleaning, and maintaining all security officers' uniforms. Each security officer must be provided with sufficient quantities of each uniform item to ensure that at least one whole uniform set is clean and available at all times. "Standard Uniforms" issued include:

- Shirts (white collared with long/short sleeves);
- Nameplates/Security Badge;
- Long pants;
- Belts;
- Shoes (Black);
- Outdoor/inclement weather attire; and
- Communications Equipment.

Unless otherwise directed all officers must be outfitted with a radio-head-set and mouthpiece in order to minimize extraneous noise interference. The Property Manager must obtain approval regarding the type of radio system to be utilized at specific sites.

**6. Computerized Guard Tour Systems**

The Daley Center requires a computerized guard tour system to be provided and installed by the Property Manager.

The computerized system must be capable of recording data at designated locations within a site, each time a security guard swipes-in on a wall-mounted data recorder unit (a swipe "station") by using a hand-held computer data transmitter unit. The swipe-in and other relevant information will be collected by each data recorder located throughout a site, as the security officer makes his inspection tour, or patrol "rounds". The system must be able to generate reports as may be required to record events for sixty (60) days.

NOTE: All communication radio systems and all components of the computerized guard tour system must be Factory Mutual (FM) approved for officer tour applications, where applicable, and must be intrinsically safe for Class 1, Division 1, Groups A, B, C, and D for indoor and outdoor sites, where applicable.

Acceptable computerized tour guard systems will have the following features:

- Hand-Held Transmitter
- Swipe Station Units
- Hand-Held Transmitter Battery Charger
- Reporting Capabilities
- Reprogramming Capabilities
- Sixty (60) day memory.

**7. Post Orders Manual (Standard Operating Procedures Manual)**

The Property Manager must provide and update a Post Orders Manual in order to provide a coherent, comprehensive, and standardized set of security-related information to be kept in a secure area at the Property. The Post Orders Manual must be a bound compilation of: the name, address and description of the Property; a site plan specific for that site, the names of officers, supervisors, and shift schedules for the Property; policies and procedures prepared by the Property Manager for the Property; samples of all reporting forms and procedures; if

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applicable; a written statement of the entire internal and external patrolling procedures for the Property; details of all security system components including the locations of mounted computerized patrol-check station devices, and any other security-related controls; equipment maintenance schedules; and life safety policies and procedures.

- B. Property Security.** The Property Manager must monitor the building security systems and services and make reports semi-annually or more often as needed, offering suggestions for improvements, and new systems, services or procedures. Upon request of the Commission, the Property Manager will examine the Property, including the lobby and other entryways and present alternative layouts and designs to enhance the security of the Property, its occupants and visitors.
- C. Standard Operating Procedures.** The Property Manager must provide Standard Operating Procedures (SOP) for events and incidents at the Property that are customized for the Property and acceptable to the Commission. SOP will be written, updated as needed and maintained in the Management Manual. SOP must identify each class of event, classification criteria, escalation procedures; response provided, estimated time to provide that response and estimated time to return the Property and Services to normal operations

**FINANCES**

**I. Receipts and Disbursement of Funds**

- A. Accounts.** The Property Manager will keep and maintain separate receipt and disbursement accounts. The receipt account ("Receipt Account") will be maintained at a local bank or such bank as may be approved by the Commission. The disbursement account ("Disbursement Account") will be maintained at such banking institution as the Commission will from time to time specify upon written notice to Property Manager.
- B. Receipt Account.** All rents from commercial tenants and other monies received or collected by the Property Manager with respect to the Property, including tenants' security deposits, will be deposited in the Receipt Account, and invested by the Property Manager. The types of investments will be approved by the Commission. The Property Manager will transfer to the Disbursement Account such funds as may be necessary to cover checks on an as needed basis.
- C. Disbursement Account.** Expenditures which the Property Manager for the benefit of the Property is authorized to make will be made from the Disbursement Account. Checks drawn against the Disbursement Account for authorized expenditures will be made upon the signature of a duly authorized and bonded employee of the Property Manager.
- D. Security Deposits.** The Property Manager will immediately deposit any security deposits relating to the Property in the Receipt Account and keep a detailed accounting of all security deposits as received or subsequently refunded. Refunds of security deposits to commercial tenants will be made upon the signature of a duly authorized and bonded employee of the Property Manager.
- E. Advances.** The Commission will deposit into the Receipt Account expenditures for that month less any commercial rents or miscellaneous revenues to be received by the Property Manager. Such advances will be made in accordance with requests submitted to the Commission no later than seven (7) calendar days prior to the date such funds are required. In the event that additional funds are required at any time for payment of unanticipated expenses, operating or capital, relating to the Property, upon receipt of a request therefore on such forms may be approved by the Commission, accompanied by a statement of the necessity therefore, the Commission will advance additional funds to the Receipt Account.

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- F. Collections.** The Property Manager must bill and collect all commercial rent (including escalation billing resulting from past or future increases in expenses or pursuant to any other rent escalation provision) and other amounts (including late payment fees) due to the Commission under the terms of any commercial lease or rental agreement currently in effect or entered into hereafter. Property Manager must collect and identify any income due to the Commission for miscellaneous services provided to occupants or the public, including, without limitation, coin operated machines of all types, such as vending machines and pay telephones. With respect to the Property, the Property Manager must promptly deposit all such amounts in the Receipt Account as defined herein. The Property Manager is not authorized to and must not compromise claims for such rent and other amounts, terminate any lease, lock out any occupant, institute suit for rent, use and occupancy, or for recovery of possessions, without the prior written approval of the Commission. The Property Manager must submit all legal expenses incurred in bringing such approved suit or proceeding to the Commission for its approval.
- G. Supplies.** As an expense of operation of the Property, the Property Manager will on behalf of the Commission purchase such supplies and other expendable items as are necessary to operate the Property and such supplies and other expendable items will remain the property of the Commission. When purchasing such supplies, the Property Manager will secure for and credit to the Budget for the Property any discounts, Commissions or rebates obtainable as a result of such purchases.
- H. Travel.** The Property Manager will have no right to reimbursement or payment of travel expenses in the performance of its duties hereunder unless the same is approved in writing in advance by the Commission.

**II. Budget**

- A. Approval.** The Commission will notify the Property Manager of approval or disapproval of the proposed Budget. If the Commission disapproves the proposed Budget, it will notify the Property Manager of the reasons for such disapproval. The Property Manager will revise the proposed Budget on or about September 1 of each year. The Commission will have the right to revise the Budget from time to time and will deliver written notice to the Property Manager of all such revisions.
- B. Implementation.** When approved by the Commission, the Property Manager will implement the Budget and will be authorized, without need for further approval by the Commission to make the expenditures and incur the obligations provided for in the Budget (except capital expenditures, which will require the separate prior written authorization of the Commission). Except in the event of an emergency, the Property Manager will not make any expenditures or incur any obligations for any transaction or group of similar transactions which will exceed the amount budgeted.
- C. Revision.** Subsequent to the approval of the Budget by the Commission for a particular calendar year, should either the Commission or the Property Manager determine that such Budget is not compatible with the then prevailing conditions of the Property, the Property Manager will prepare and submit to the Commission a revised Budget for the balance of the calendar year, which revised Budget will be subject to review and approval by the Commission in the same manner and with the same effect as the original Budget for such calendar year.

**REPORTS**

**I. Periodic Reports**

The Property Manager will prepare and submit to the Commission reports and statements including the following records and statements, showing the change over the previous report where available and appropriate:

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- A. Monthly Report, consisting of financial and other information shall include, but not be limited to the following:
- Cash Receipts Journal
  - Cash Disbursements Journal (together with such other information, including supporting invoices and vouchers, as the Commission may request)
  - General Journal
  - General Ledger
  - Balance Sheet
  - Income and Expense Summary (by cost center, if applicable)
  - Trial Balance
  - Check Register
  - Detailed Listing of Accounts Payable, Contracts payable and Accrued Expenses
  - Bank Statements and Reconciliations
  - Budget Variance analysis, including commentary
  - Occupancy Report/Rent Roll
  - Cash Flow Summary
  - Capital Expenditures
  - Management Fee Computation
  - Payroll Register that includes personnel, time worked, time earned and used for holidays, vacation and funeral or other leave and a description of services with respect to any affiliated or third-party contractors.
  - Monthly copies of contracts awarded and corresponding pay requests.
- B. Other, includes:
- Monthly copies of the complaint log that shows at minimum, but not limited to, the type of complaint and the action taken.
  - Records of any other comments, oral or written, received from any source, such as but not limited to occupants, visitors, employees and contractors.
- C. Quarterly Report, shall include, but not be limited to the following:
- A chart of all employees and personnel of the Property Manager and third party contractors involved in the management and operation of the Property, their titles, compensation range, and whether they are bonded or covered under the Property Manager's insurance policy.
  - List of all Service Contracts then in effect, a description of the each contractor, service to be performed, annual cost, cost per square foot, payment frequency, commencement and termination dates, termination rights and other pertinent information.
  - A report of all actions by the Property Manager or on the Property that have an impact or may be perceived to have and impact on fair labor practices;
  - Revenue Enhancement
  - Cost Reduction
  - Brokerage Services.
- D. Semi-Annual, shall include, but not be limited to the following:
- Property Security;

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- Best Practices and Benchmarks.

**E. Annual,** shall include, but not be limited to the following:

- Operating and Capital monthly budgets with corresponding back-up;
- Capital Improvement Program.

**II. Frequency of Reports**

The frequency of reporting is subject to change by the Commission. The format of the reports and statements are subject to the written approval of the Commission.

**III. Maintenance of Records**

The Property Manager will maintain, at the Property Manager's expense, in accordance with generally accepted real estate management accounting practices consistently applied, separate, accurate records of every receipt and disbursement with respect to every transaction concerning the Property. To the extent particular expenses or escalation items are billed separately to commercial tenants of the Property, the Property Manager will maintain the books and records for the Property in a manner which enables the Property Manager to separately account for such items on a calendar year basis and on any other fiscal period required by the Commission. The Property Manager will maintain the books and records for the Property in a safe manner and will make them available to the Commission upon request. The Property Manager agrees that, upon 48 hours notice from the Commission, copies of all such records will be available during regular business hours for audit or inspection, by the Commission Representatives or accountants. The cost of any such audit will be a Property expense, unless it reveals negligence, willful misconduct or fraud; and in any such case, will be borne by the Property Manager.

**IV. Rental and Occupancy Report**

The Property Manager will render to the Commission, a written report, in a form acceptable to the Commission, of rental payments received for all commercial space in the Property as of the end of the preceding calendar month, and such other information relating to the rental or occupancy of the Property as the Commission may request.

**V. Operating Reports**

The Property Manager will submit to the Commission a cash flow statement for the Property for the preceding calendar month as well as year-to-date totals including a comparison with the Budget and an explanation of all material variances (the "Cash Flow Report"). The Cash Flow Report will be in a form acceptable to the Commission and will include and be supported by:

- a rent roll of commercial tenants showing, by occupant, security deposits, cash collected, and prepaid or accrued rents;
- a calculation of all escalations and occupant reimbursements at the initial billing rate during each calendar year, and the annual adjustments to such reimbursements to reflect the actual amount for such calendar year;
- a schedule of capital improvements, if any, that have been made in the preceding calendar month or year to date, including details of expenditures and completions; and
- such other information as the Commission may request from time to time.

**A. Notices or Statements Received**

- All notices or statements received by the Property Manager regarding insurance policies respecting the Property or from any governmental agency or authority which threaten or are expected to have

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a material effect upon the Property or the Commission will be submitted promptly to the Commission upon receipt.

- The Property Manager need not submit copies of information bulletins, questionnaires, and similar materials of general distribution unless such materials are expected to have a material effect upon the Property, Services or the Commission.

**B. Events Affecting the Property**

The Property Manager will notify the Commission promptly, investigate and make full written report as to all accidents or claims relating to the ownership, operation, and maintenance of the Property. The Property Manager will cooperate with and make any and all reports required by any insurance company in connection therewith.

**MANAGEMENT**

- I. **Procurement Services.** At the request of the Commission, any and all contracts to be awarded for the Property pursuant to the Agreement will be on the basis of competitive bidding as directed by the Commission.

At the direction of the Commission and subject to the operating budget, the Property Manager must bid or negotiate the Service Contracts for the Property. Service Contracts must include a right of the Property Manager to cancel such Service Contract on not more than 30 days' notice;

All equipment, tools, appliances, materials, and supplies necessary for proper operation and maintenance of the Property will be procured by the Property Manager;

**Capital Improvement.** The Property Manager will consult with and assist the Commission in analyzing the capital needs of the Property. The Property Manager will submit the results in the annual Capital Improvement Program Report, including short, medium and long term strategies.

- II. **Revenue Enhancement.** The Property Manager must continuously monitor the trends in property management for new opportunities in revenue enhancement, including enhancements to the Pedway and elevators, paid for in whole or in part by the advertisers. The Property Manager must develop and submit a comprehensive revenue enhancement strategy for the Property composed of its own strategies compiled with the industry trends in the quarterly Revenue Enhancement Report submitted in writing to the Commission. The strategy must address the entire concourse level, lobby, courtroom floors, public spaces, common areas, elevators and the plaza. The strategy must include:

- Quantitative market analysis of retail supply and demand, emerging trends, concepts to avoid due to diminishing profitability, and excesses and gaps in mixed use and retail buildings in the surrounding locations.
- Short and long term economic opportunities in advertising, wireless connectivity, business and personal services, signage and audiovisual broadcasting.
- Analysis of traffic patterns at the Property
- Examination of spaces within the Property that are not producing revenue, but may have the potential to do so
- Analysis of the sale of electricity as produced by steam in the Property.

- III. **Cost Reduction.** The Property Manager must continuously monitor the Property for opportunities in cost reduction, including quantitative comparisons between existing services agreements and similar service agreements at other properties. The Property Manager will develop its own strategies and

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compile these with industry trends and submit the information to the Commission in writing in the quarterly Cost Reduction Report.

- IV. Benchmarks.** The Property Manager must set benchmarks for the performance of the Property in terms of Revenue Enhancement, Cost Reduction and Commercial Development. These benchmarks must be based on current research of the best practices in property management. The performance of the Property Manager and of the Property will be measured against these benchmarks and the results summarized in the semi-annual Best Practices and Benchmarks Report submitted by the Property Manager in writing to the Commission.
- V. Emergencies.** In an emergency, the Property Manager will immediately notify the Commission in person or by telephone and email so that prompt arrangements may be made to address the emergency situation. The Property Manager will notify the Commission's insurance advisor as soon as possible by email but no later than 24 hours from the occurrence of an emergency situation and will cooperate in the insurance advisor's evaluation and documentation of the situation.

The Property Manager will act as construction manager with respect to any Construction Work for the Property. "Construction Work" means construction, reconstruction or alteration of any improvements constituting part of the Property, but will not include ordinary maintenance and Repairs made to the Property.

The Property Manager's responsibilities as construction manager are comprehensive, to the end that the Property Manager agrees to supervise, oversee and administer each and every aspect of such construction. The Property Manager will be responsible for:

- Selecting all required consultants, contractors and sub-contractors;
- Negotiating agreements for architectural design, engineering and construction services;
- Securing any and all necessary approvals and permits;
- Overseeing the administration of the construction contract, including disbursement process, lien waiver collection and financial reporting;
- Acting as project manager with respect to any such construction work, including monitoring and approval of work, preliminary acceptance of "punch list" items, final acceptance and occupancy or re-occupancy of the Property, meeting minutes and schedules;
- Monitoring and reporting progress toward the MBE/WBE participation goals set by the Commission for the Construction Work and/or cooperating fully with any outside firm hired by the Commission to perform such monitoring and reporting.
- All contracts relating to Construction Work will be subject to prior written approval by the Commission.

The Property Manager must take all such measures as are reasonably necessary to ensure that the Property remains free from mechanics' liens, security interests, and encumbrances in connection with the operation or maintenance of or Construction Work undertaken on the Property.

The Property may have asbestos in the fireproofing of the structure. The fireproofing material is contained and not a threat to building occupancy. The Property Manager will ensure that any construction or renovations including abatement per the Daley Center abatement plan.



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The Property Manager will engage the services of an environmental engineer or environmental consultant, approved by the Commission, to perform a comprehensive Environmental Audit (or update the previous Environmental Audit) of the Property.

Ordinary Repairs required in and around the Property are not part of construction work and the Property Manager will oversee and supervise all such Repairs without additional compensation.

**PERSONNEL**

The Property Manager must make all necessary payroll deductions including, but not limited to, deductions for disability and unemployment insurance, social security, withholding taxes and other applicable taxes, wage garnishments, union dues, health and welfare, and pension benefits, and prepare, maintain and file all necessary reports and statements with respect to such taxes or deductions, pertaining to personnel employed in or about the Property.

All wages, salaries and other compensation paid to all Commission-approved on-site personnel employed exclusively at the Property are considered operating expenses of the Property to the extent the same are included in the Budget approved by the Commission or otherwise approved by the Commission in writing. The Property Manager is entitled to pay the expenses described in this section to the extent provided in the Budget, out of the Disbursement Account.

Subject to the terms hereof, the Budget, and the prior written approval of the Commission, the Property Manager must engage such contractors, sub-contractors, consultants and other persons or firms necessary to discharge the Property Manager's obligations hereunder.

**I. Brokerage Services**

The Property Manager must continuously monitor the Property's commercial spaces and leases and make quantitative comparisons between them and the marketplace with regard to occupancy rates, competitive pricing and the trends in leasing terms and conditions.

When requested by and with prior written approval of the Commission, the Property Manager will provide brokerage services at the Property, including renewing existing and developing new leases.

The Property Manager must review the financial statements of existing and prospective tenants. The Property Manager must include an assessment of such tenant's financial viability in any recommendation for new lease, lease option or lease renewal and/or with the quarterly report on commercial leases. The Property Manager must ensure that new leases, lease extensions or other similar forms of agreement for the Property comply with existing laws, regulations and the Commission's policies.

The Property Manager will monitor and report on the payment status of real estate taxes by the leaseholders of Property leases.

At a minimum, once each quarter, the Property Manager will submit a summary of the Brokerage Services performed in that quarter in the Brokerage Services Report.

**LEGAL COUNSEL**

The Property Manager may, at the Commission's expense and with the Commission's prior written consent, engage legal counsel to advise on legal matters and conduct legal proceedings arising in the performance of the Property Manager's duties herein.

**CLAIMS**

The Property Manager will be responsible for claims, demands, suits, losses, damages, costs or expenses, including attorney's fee and costs, arising out of or in connection with the Property Manager's performance or non-performance of its duties and responsibilities for the maintenance, operation and management of the Property. The Property

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Manager must handle, manage, and control these liability claims, be responsible for payment and settlement of claims, developing claims handling procedures, submitting claims and support documents to its insurers, monitoring activity of claims, maintaining files and providing monthly reporting to the Commission's Risk Manager.

**GEPC MANAGEMENT**

The Richard J. Daley Center is participating in GEPC (Guaranteed Energy Performance Contract). It includes, but is not limited to the following:

1. Notifying GEPC firm if any of the parameters used in the baseline calculations are altered. This would include such things as renovating or abandoning a space, a change in the buildings operating hours, adding additional ECM (Energy Conservation Measures) and or other significant changes to the building;
2. Maintaining the energy conservation measures and equipment to the manufacturer's specifications;
3. Providing access to energy use. This is currently done both remotely and through Energy Star Portfolio Manager;
4. Arranging annual meetings, obtaining annual reports, verifying the reports with an independent consultant and processing a claim if the savings don't meet the guarantee. Each ECM has a separate M&V plan;
5. Participate in monthly conference calls to review performance;
6. Processing an annual Performance Tracking Fee;
7. Processing the TELPA Loan Payments;
8. Closing out the Payment Bond on the savings; and
9. Notifying GEPC firm if any of the Guarantee parameters change.

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**EXHIBIT 2**

**COMPENSATION OF PROPERTY MANAGER**

**1 MANAGEMENT FEE**

- 1.1 The **Commission** will pay the **Property Manager** a lump sum management fee (the "Management Fee"). These amounts have been calculated and are reflected in the table below.

Year	Annual Management Fee
1 - (2012)	\$188,533.00
2 – (2013)	\$188,533.30
3 – (2014)	\$188,533.30

Subject to the terms of the Agreement, the Management Fee will be paid monthly, in arrears. The Management Fee for the management of the Property for any partial month will be prorated.

- 1.2 The **Property Manager** will not be entitled to compensation for performing or supervising routine repairs in and around the Property. Such services are included in the Management Fee.

**2 CONSTRUCTION MANAGEMENT FEE**

- 2.1 The **Commission** will pay the **Property Manager** a Construction Management Fee to manage construction projects at the Property approved by the Commission.
- 2.2 The Management Fee is 3% of the cost of Construction Work.

**3 BROKERAGE FEE**

- 3.1 The **Commission** will pay the **Property Manager** a Brokerage Fee for Brokerage Services for the Property and approved by the Commission.
- 3.2 The Brokerage Fee for lease renewals is 3% of the lease.
- 3.3 The Brokerage fee for new leases is 8% for the 1<sup>st</sup> year of the lease and 3% for each subsequent year.

**4 REIMBURSABLE EXPENSES**

- 4.1 The following expenses will be included in the operating budget and are not part of the Management Fee:
- 4.1.1 approved salaries/benefits (including workers compensation) of on site property management (Six-person management and administration staff direct salary rates plus auditable burden, cost without overhead or profit)
- 4.1.2 insurance premium for the Commission's requirements as listed in **Exhibit 4 Insurance Requirements and Evidence of Insurance**. The cost for the first year of the Agreement is not to exceed \$58,000.00 for the Commercial General Liability coverages and \$22,000.00 for the Professional Liability coverages specified **in Exhibit 4**. The cost for the second and third

**PUBLIC BUILDING COMMISSION OF CHICAGO  
PROPERTY MANAGEMENT SERVICES  
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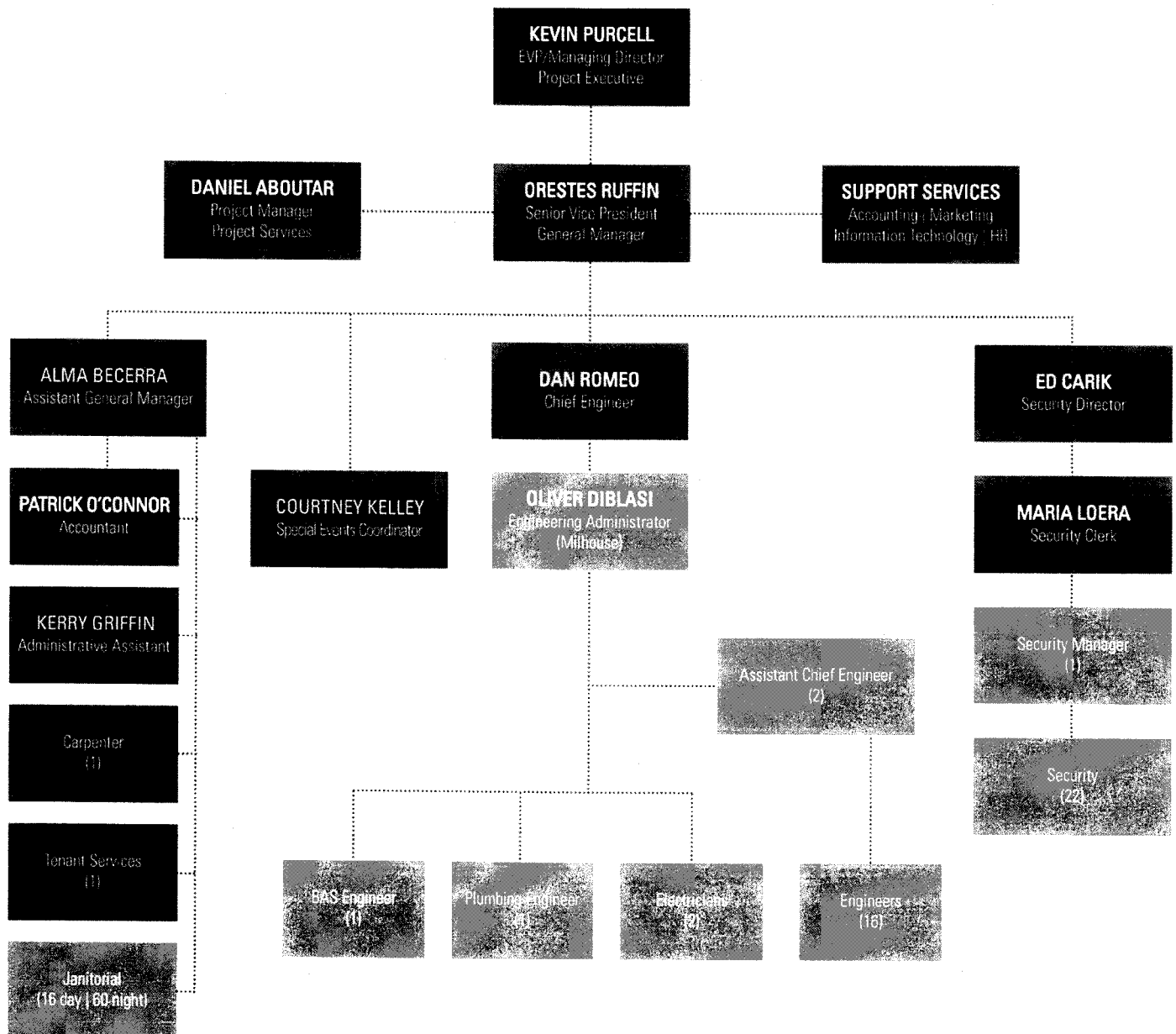
years of the Agreement is not to exceed \$67,200.00 for the Commercial General Liability coverages, and \$22,000.00 for the Professional Liability coverages specified in Exhibit 4. The cost for Pollution Liability shall not exceed \$18,000.00 annually.

- 4.1.3 janitorial/maintenance
  - 4.1.4 utilities
  - 4.1.5 window washing
  - 4.1.6 refuse disposal
  - 4.1.7 snow removal
  - 4.1.8 landscape maintenance
  - 4.1.9 alarm system installation and monitoring
  - 4.1.10 contract providers, including building engineering, carpenters, electricians, elevator personnel, custodial and security
  - 4.1.11 budgeted and emergency repair/maintenance of property including dangerous and hazardous conditions that are in violation of the City's Municipal Code but not including capital improvements or environmental remediation
  - 4.1.12 management office expenses, not including overhead expenses
  - 4.1.13 audits, research and consultant reports, excluding reports prepared by the **Property Manager** as consultant to the Commission under this Agreement
  - 4.1.14 subconsultant fees and expenses for subconsultants approved by the Commission
- 4.2 The following expenses or costs will not be included in the operating budget and will not be reimbursed by the **Commission**:
- 4.2.1 cost of gross salary and wages, payroll taxes, insurance, subscriptions and professional memberships, worker's compensation, and other benefits of **Property Manager's** off-site management office
  - 4.2.2 maintenance, secretarial and bookkeeping personnel above the grade of building manager, or below the grade of manager and not employed at the Property
  - 4.2.3 general accounting and reporting services (excluding the services of independent and outside accountants required by the Commission) which are within the scope of Services
  - 4.2.4 cost forms, paper, ledgers, and other supplies and equipment used in the **Property Manager's** office at any location off the Property
  - 4.2.5 cost of electronic data processing equipment that are not located at the Property and data processing provided by computer service companies excluding Property-specific Accounting and work order software
  - 4.2.6 political and charitable contributions

**PUBLIC BUILDING COMMISSION OF CHICAGO  
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- 4.2.7** cost of advance made to employees and cost of travel by **Property Manager's** employees or agents to and from the Property
- 4.2.8** costs attributed to losses arising from negligence, willful misconduct or fraud on the part of the **Property Manager**, the **Property Manager's** agents or the **Property Manager's** employees
- 4.2.9** cost of the **Property Manager's** general and professional liability insurance and comprehensive crime insurance except as provided herein
- 4.2.10** fidelity bonds purchased by the **Property Manager** for its own account
- 4.2.11** employment, placement or other so-called "headhunter" fees
- 4.2.12** all other home office and administrative overhead incurred by the **Property Manager** or otherwise customarily paid by managing agent, including accounting costs.

# KEY PERSONNEL ORGANIZATION CHART



MB Real Estate employees  
100% dedicated to assignment
  Corporate Support
  Contracted Employees



# PROFESSIONAL RESUMES

ORESTES RUFFIN - GENERAL MANAGER

## **MB Real Estate**

**Senior Vice President / General Manager – Richard J. Daley Center (Chicago)**

**2006 – present**

- Responsible for staff of 50 employees composed of the Assistant General Manager, Chief Operating Engineer and staff, Director of Security and staff. Restructured personnel, by developing new job descriptions and instituting Management by Objectives performance reviews
- P&L responsibility for \$15M operating budget. Improved financial performance by preparing financials earlier, creating accountability for budget line items and implementing MRI accounting software modules
- Manage capital improvement projects totaling \$25M. Major projects included the replacement of escalators, elevator door operators & emergency generators, enhancements to security systems, ADA upgrades to elevators, installation of a life safety sprinkler system
- Coordinate efforts to achieve LEED EB+OM Certification, Energy Star and nearly \$1M in grants
- Interact and coordinate with various City of Chicago and Cook County government agencies
- Develop corporate wide procurement strategies, participate in company "Green Team"

**General Manager – Chicago Board of Education Central Offices (125 South Clark)**

**2005 – 2006**

- Directed all aspects of facility assignment including financial reporting, staff supervision, vendor contracts and performance, and tenant & client relations
- Coordinated overall acquisition of management assignment from presentation and negotiation of service contract, to recruitment and development of staff, coordination of due diligence team during acquisition and establishment of financial reporting and processing
- Researched and wrote facility review identifying physical and operational conditions of facility, tenant & department relations and code compliance concerns. Created 5 year capital plan and operations budget
- Saved client \$500,000 in operating expenses and \$4M in capital improvement investments in the first 6 months of assignment

**Project Manager – One North Dearborn and One North LaSalle (Chicago)**

**March 2005 – July 2005**

- Managed both accounts during transition of two General Managers

**Project Manager – Millennium Park and One North LaSalle (Chicago)**

**November 2004 – March 2005**

- Developed first operations manual for Millennium Park.
- Managed \$15M façade restoration of One North LaSalle, a historical landmark.



# PROFESSIONAL RESUMES

ORESTES RUFFIN GENERAL MANAGER

## The John Buck Company

### Senior Operations Manager - 222 South Riverside Plaza

1999 – 2003

- Responsible for operating budget of \$12M. Created management plan that contained market analysis, leasing projections, projected capital improvements, income projections, cash flow projections, and liability & security risk assessments.
- Reviewed and commented on leasing requests for proposals, letters of intent, proposed lease documents and lease financial analysis forms. Participated in tours with brokers and potential tenants
- Procured and oversaw 25 service contracts for operational and administrative functions
- Acted as Project Manager for capital and tenant improvement construction projects
- Coordinated security risk assessment that led to installation of new security access system, upgrades to life safety systems, and the development of Emergency Procedures Manual
- Managed Chief Operating Engineer with staff of 9 and Director of Security with staff of 20. Coached employees on goal setting, staff mentoring, performance evaluation, improving verbal and written communication skills and computer skills
- Served on acquisition team to assess and acquire the property

### Operations Manager - O'Hare Plaza at 8725 West Higgins

1999 – 2003

- Created and implemented annual business plan and was responsible for financial performance of asset
- Performance Manager for supervisors and staff. Supervised and evaluated 20 service contracts. Developed telecommunications infrastructure; increased building revenue and services
- Served as Project Manager for capital and tenant improvement construction projects.
- Assumed Property Manager role for six months during staff transition

## Education

- Bachelor degree - Political Science, University of Illinois

## Achievements/Training

- Certified Property Manager - Institute of Real Estate Management
- Licensed real estate broker in the state of Illinois
- Certified LEED Accredited Professional

## PROFESSIONAL RESUMES

ALMA BECERRA - ASSISTANT GENERAL MANAGER

### **MB Real Estate**

#### **Assistant General Manager – 181 West Madison**

**2006 – 2010**

- Assist in preparation of annual operating budget
- Assist in preparation of monthly financial reports
- Managed storage unit agreements
- Administrate parking garage and Imperial parking agreements
- Prepare rent statements and monitor aging report for delinquencies
- Prepare operating expense and real estate tax escalations and letters to tenants
- Assist in preparation of settlements and letters to tenants
- Monitor Letters of Credit
- Perform building premises inspections

### **MB Real Estate**

#### **Administrative Building Manager – 1615 West Chicago Ave.**

**2004 –2006**

- Prepare annual operating budget for four (4) buildings (i.e. 430,007 sq ft)
- Prepare and review variance reports
- Maintain vendor contracts and bid out as needed
- Prepare monthly funding request
- Conduct weekly and monthly building premises inspections
- Code and process invoices for payment
- Daily supervision of building security, cleaning & engineering staff
- Maintain attendance records for building engineers
- Answer phones and respond to tenants needs

### **MB Real Estate**

#### **Property Administrator**

**2003 – 2004**

- Ensure proper coding and payment of invoices for three buildings (i.e. 1,634,750 sq. ft)
- Maintain tenant/vendor files and certificates of insurance
- Assist vendors with inquiries regarding payment status of outstanding invoices
- Print/prepare monthly rent statements for delivery
- Type proposals, correspondence and set-up spreadsheets as required by Managers
- Maintain attendance database for staff of three (3) buildings
- Order/maintain all office and kitchen supplies

## PROFESSIONAL RESUMES

ALMA BECERRA ASSISTANT GENERAL MANAGER

### **MB Real Estate**

#### **Facility Accountant/Accounts Receivable Clerk**

**2000 –2002**

- Assist in preparation of month-end financial reports for portfolio of 400 properties
- Prepare and balance a funding request spreadsheet for the client at 1,200 properties
- Train new accountants on accounting procedures
- Analyze payroll report for variances and provide an explanation for variance amounts to the client
- Prepare tenant statements, post rent receipts and closing entries on a monthly basis for approximately 100 tenants

### **MB Real Estate**

#### **Sr. Accounts Payable Clerk**

**2000 –2000**

- Oversee and train five (5) Accounts Payable Clerks
- Create, implement and enforce Standard Operating Procedures Manual for Accounts Payable department
- Responsible for entering 1,100 invoices per month with three (3) check runs while adhering to strict deadlines and procedures
- Research, input, process and print approximately 1,200 1099 tax forms

### **MB Real Estate**

#### **Accounts Payable Clerk**

**1999 – 1999**

- Responsible for entering 1,100 invoice per month with three (3) check runs
- Maintain and update master vendor list and track vendor W9 form information
- Print, mail and file 350 checks for each check run
- Assisted in all aspects of growth due to client merge, doubling portfolio size, to include but not limited to, training new staff, setting up additional new vendors and entering invoices for at least 700 new properties

### **Education**

- Associate Business Management – Purdue University

### **Achievements/Training**

- LEED Accredited Professional
- Licensed real estate broker in the state of Illinois

### **Active Involvement**

- BOMA Trade Show Committee

## PROFESSIONAL RESUMES

ALMA BECERRA ASSISTANT GENERAL MANAGER

### **MB Real Estate**

**Assistant General Manager – Richard J. Daley Center**

**2013 – Present**

- Manage day-to-day operations
- Respond to tenant needs, ensuring administrative and maintenance staff resolve problems promptly
- Manage service contracts
- Manage in-house staff to include maintenance, and third-party vendor/contractors
- Review monthly financial reports
- Assist in preparation of annual operating budget
- Perform periodic building inspections

### **Lincoln Property Company**

**Property Manager - 230 W. Monroe**

**2012 - 2013**

- Manage day-to-day operations
- Respond to tenant needs, ensuring administrative and maintenance staff resolve problems promptly
- Manage service contracts
- Manage in-house staff to include maintenance, and third-party vendor/contractors
- Collaborated in ownership transition tasks to ensure a smooth transition
- Prepare rent statements and monitor aging report for delinquencies
- Assist in preparation of monthly financial reports
- Assist in preparation of annual operating budget
- Perform regular building inspections

### **MB Real Estate**

**Assistant General Manager – 200/230 West Monroe**

**2010 – 2012**

- Assist in preparation of annual operating budget
- Assist in preparation of monthly financial reports
- Manage service contracts
- Manage contract RFP process for 3rd party services, analyse results and make recommendations to senior management
- Manage tenant improvement and renovation projects
- Prepare rent statements and monitor aging report for delinquencies
- Assist in preparation of operating expense and real estate tax escalations letters to tenants
- Assist in preparation of settlements and letters to tenants
- Perform building premises inspections and assign findings to appropriate department

## PROFESSIONAL RESUMES

DAN ROMEO - CHIEF ENGINEER

### **MB Real Estate**

**Chief Engineer – Richard J. Daley Center (Chicago)**

**1999 – present**

#### IN-HOUSE PROJECTS

- Building Automation System
- 208 and 480-Volt Power Distribution Monitors
- Package Unit Status and Control
- Door Heating Unit Status and Control
- Expansion Tank Pressure and Level Monitoring
- Sewage Ejector Level Monitoring and Control
- Make Up Water System Pressure and Control
- Domestic Water System Pressure and Control
- City-County Condensate Return Receiver Monitoring
- Perimeter Induction System Temperature Control

#### CONTRACTED PROJECTS

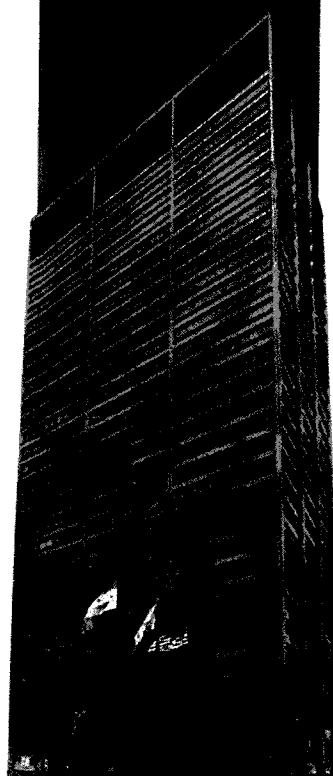
- Traffic Court Renovation
- Fountain Renovation
- #12 Cooling Tower Project
- Elevator Machine Room Cooling - Package Unit Replacement Project
- Cook County BIS - Package Unit Replacement
- City of Chicago MIS - 27th Floor UPS System Replacement
- City of Chicago MIS EM Generator
- Condenser Water Pump Replacement
- Chilled Water Pump Replacement
- Delta Barrier Anti Terrorist System
- Plaza Security
- Sewage Ejector System Modernization
- EM Generator # 3 Replacement
- #3 and #4 2000-Ton AC Refrigerant Conversion
- Cooling Tower VFD Conversion
- Fan Systems S-1A, 1B, 2, 3, 4 VFD Conversion
- 31st Floor Supply and Exhaust Damper Replacement
- 9th Floor Exhaust Damper Replacement
- High Rise and Low Rise Induction Pump Replacement
- Domestic Water Heater Replacement
- Camera Surveillance System
- Card Access System
- Plaza Events Utility Services

## PROFESSIONAL RESUMES

DAN ROMEO - CHIEF ENGINEER

### Education & Training

- Licensed Operating Engineer, City of Chicago
- NIULPE Certified First Class Engineer
- Industrial Arts, Moraine Valley Community College
- Maintenance Management, Clemson University
- Apogee Building Automation Systems, Siemens Building Technologies
- GE Infogracics Access Controls, Siemens Building Technologies
- Pelco Security DVR Systems, Siemens Building Technologies
- Pneumatic Controls and Instrumentation, Triton College
- Indoor Air Quality, Triton College
- HVAC, Triton College
- Industrial Electricity, Triton College
- Asbestos Abatement, Aires Consulting Group
- Refrigerant Management, EPA Certified
- Vibration and Mechanical Analysis, EC Vibration
- Industrial Chiller Operation and Maintenance, YORK International
- AutoCAD, Word, Excel, Tech Lab training seminars
- Eisenhower HS Diploma, Industrial Arts Program



## PROFESSIONAL RESUMES

OLIVER DIBLASI - ENGINEERING ADMINISTRATOR

### **Milhouse Engineering & Construction**

#### **Assistant Mechanical Engineer – One North Wacker (Chicago)**

**August 2011 – present**

- Retro commissioning engineering services included condition assessments of chilled water pumping systems, air handling units, variable volume boxes, fan coil units, perimeter radiant heaters and extensive building BAS systems (JCI)
- Reduced energy consumption while improved quality of indoor environment; resolved HVAC schedule issues; resulted in total overall projected energy savings of 12%

#### **Assistant Mechanical Engineer – One South Dearborn (Chicago)**

**April 2011 – present**

- Retro commissioning engineering services included condition assessments of chilled water pumping systems, air handling units, variable volume boxes, fan coil units, perimeter radiant heaters and extensive building BAS systems (Automated Logic)
- Reduced energy consumption; resulted in total overall projected energy savings of 10%

#### **Assistant Mechanical Engineer – Kent Hall - University of Chicago**

**March 2011 – present**

- Retro commissioning engineering services included condition assessments of existing HVAC systems; review existing mechanical systems operations; create measures to reduce HVAC energy consumption
- Reduced energy consumption; resulted in total overall projected energy savings of 5%

#### **Assistant Mechanical Engineer – Social Science Research Center - University of Chicago**

**March 2011 – present**

- Retro commissioning engineering services included condition assessments of existing HVAC systems; review existing mechanical systems operations; create measures to reduce HVAC energy consumption
- Reduced energy consumption; resulted in total overall projected energy savings of 5%

#### **Assistant Mechanical Engineer – 333 West Wacker (Chicago)**

**July 2010 – April 2011**

- Retro commissioning engineering services included condition assessments of chilled water pumping systems, air handling units, variable volume boxes, fan coil units, perimeter radiant heaters and two independent building BAS systems (JCI and Siemens Controls systems)
- Reduced energy consumption; resulted in total overall projected energy savings of 15%

### **Education**

- Bachelor degree - Mechanical Engineering, Purdue University

## PROFESSIONAL RESUMES

EDWARD CARIK SECURITY DIRECTOR

### **MB Real Estate**

#### **Security Director – Richard J. Daley Center (Chicago)**

**2004 – present**

- Manage security staff of more than 20 trained professionals
- Initiated program with Chicago Fire Department in which fire fighters tour every part of the facility to familiarize themselves with the complex layout;
- Increased number and type of emergency drills conducted at facility
- Produced comprehensive life/fire safety plan for tenants in event of a fire/disaster; includes increase in number of volunteers on each floor and new after-hours drill with cleaning staff
- Conducted Security Operations Verification Analysis (2008) and followed up with a Security and Risk Assessment (2012); verified current security staffing level; led to upgrade of security camera system for the common areas; first-ever collaboration between MBRES, PBCC, Cook County Sheriff, Department of Homeland Security and Motorola

### **Cook County Sheriff Office**

#### **Director of Intergovernmental Affairs**

**1998 – 2004**

- Represented Sheriff in relations with City Council, Cook County Board and Illinois General Assembly.
- Developed legislation package; helped transition into practice once it was approved (passed)

### **Chief Deputy Sheriff**

**1991 – 1998**

- Managed second-largest department (2,300 people) in Sheriff office
- Operated with a \$100 million budget
- Oversaw security for 17 court buildings with 400 courtrooms
- Worked with Judiciary and President of Cook County Board in daily operations

### **Chicago Board of Education**

#### **Administrator/Principal - Las Casas Occupational High School**

**1991 – 1998**

#### **Non-Quota Teacher/Counselor - Metcalfe Grade School**

**1976 – 1983**

- Integrated new school for racial compliance

#### **Assistant Coordinator - Vanderpool A.I.C.**

**1974 – 1976**

- Coordinated Access to Excellence Program on South side



## PROFESSIONAL RESUMES

EDWARD CARIK - SECURITY DIRECTOR

**Teacher/Title I Specialist - Stagg Elementary**  
**1971 - 1976**

### **Education**

- Bachelor degree - Commerce, DePaul University
- Masters degree - Education (Administration/Supervisor), Chicago Teacher College

### **Achievements/Training**

- Emergency Preparedness Certification for Fire Safety Director/Deputy Fire Safety Director - City of Chicago.
- Adult AED/CPR Heartsaver Certification from the American Heart Association
- IHSA Football Official

### **Active Involvement**

- Member of the Homeland Security Task Force

## PROFESSIONAL RESUMES

DANIEL ABOUTAR - PROJECT MANAGER

### **MB Real Estate**

#### **Project Manager**

**2010 – present**

- Managed construction of U.S. Citizenship & Immigration Services Office (26,800 SF) at 181 West Madison, Suite 3000 in Chicago
- Managed tenant improvement of MB Real Estate Corporate Office (17,700 SF) at 181 West Madison, Suite 4700 in Chicago
- Managed several redevelopment/tenant improvement/capital projects at Richard J. Daley Center including: Fire Protection Upgrade Phase V; Elevator Modernization; Child Support Court & Vital Records Relocation; ADA Compliance Work in Public Areas; Security Camera Upgrades; Guaranteed Energy Performance Contract; ADA Compliance – Restrooms; Chiller Motor Replacement – GEPC; Chiller Motor Replacement – 2011; Plaza Sealant Joints; Entrance Ramp Waterproofing; Court Duress System; PBCC Suite 208

### **PRM Realty Group, LLC**

#### **Vice President - Development**

**2006 – 2009**

- Lead residential and commercial subdivisions through the development process
- Key responsibilities include the management of entitlement activities, negotiations with public agencies and other developers, master planning, financial analysis, development schedules, lender communication and market research
- Oversee the performance of civil, architectural, legal, environmental and other consultants
- Direct marketing efforts of brokerage team towards securing tenants for a retail subdivision
- Support ongoing activities for legal, finance, acquisition and disposition efforts.
- Restructured complex development tools including development proforma and budget spreadsheets, development schedules and reporting tools in order to increase efficiency of use and to achieve a department wide standard across all projects
- Successfully guided an environmentally sensitive high-end residential subdivision project through the New York State Environmental Quality Review Act entitlement process

### **Mesirow Financial Real Estate, Inc.**

#### **Senior Manager**

**2000 – 2006**

- Real estate development, program management, consulting, acquisition and disposition activities across all property types
- Directed the development of a 250,000 SF office building in Evanston, IL. Managed anchor lease negotiations, leasing of vacant space, design, permitting, financing, TIF funding, construction, start-up of building management operations, occupancy by the tenants and the marketing and disposition of the asset upon completion of this process

## PROFESSIONAL RESUMES

DANIEL ABOUTAR PROJECT MANAGER

- Key team member during the pre-development period on a 1.1 million SF office tower project in Chicago. Responsibilities included administration of the anchor leases, ongoing coordination between the anchor tenants, the design team and the ownership group and oversight of the leasing efforts for the vacant office and retail space.
- Played pivotal role on several projects highlighted by a mixed-use development with 243 residential units and 70,000 SF of retail space in Chicago, a 56-unit luxury residential mixed-use development including 45,000 SF of retail space and 20,000 SF of office space and multiple 16,000 SF fire stations in Chicago
- Development advisory services on behalf of a public sector client for a 1,100-acre, mixed-use redevelopment focusing on the town center component consisting of over 180 luxury apartments and 450,000 SF of retail space
- Asset management consulting and support for a public sector client focusing on program management, acquisition, disposition, lease administration and consolidation strategies
- New business growth activities through evaluation of development opportunities, site analysis, development of financial models, assessment of market conditions, preparation of feasibility reports and response to RFPs.

### **Progressive Construction & Enterprise Inc.**

#### **Project Manager**

**1997 - 2000**

- Responsible for construction oversight, quality assurance and scheduling for multiple custom home projects
- Facilitated owner negotiations and communication throughout the construction process
- Evaluated and negotiated subcontractor proposals for new projects and changes in scope
- Implemented and managed the use of Microsoft Project to manage construction schedules

#### **Education**

- Bachelor degree – Civil Engineering, University of Illinois
- MBA, DePaul University - Kellstadt Graduate School of Management

#### **Achievements**

- Project Management Professional (PMP) certification
- Microsoft Office SharePoint Server 2007 Configuration certification

#### **Active Involvement**

- Project Management Institute (PMI)

## PROFESSIONAL RESUMES

PATRICK O'CONNOR - PROPERTY ACCOUNTANT

### **MB Real Estate**

#### **Property Accountant - Richard J. Daley Center**

**2010 - present**

- Generate complete monthly financial package including financial statements and coordinating schedules to be submitted to property owner
- Produce capital project financial tracking reports on a monthly basis for funding requests
- Reconcile bank accounts and general ledger accounts to ensure accuracy for the monthly financial close
- Process all accounts payable and cash receipts on a daily basis for operating and capital accounts
- Review monthly financial statements and monthly budget to analyze and explain any variances
- Generate monthly journal entries for adjusting accounts and expense accruals
- Review accounting procedures and monthly financial reports for efficiency improvements and accuracy

#### **Associate Accountant - Corporate Headquarters**

**2009 - 2010**

- Process monthly closing procedures and financial statements for 4 properties
- Review budgets and prepare variance analysis reports
- Apply cash receipts for the majority of MBRE's property portfolio
- Examine lease documents, create abstracts and set up leases in MRI
- Run reports and rent statements for 24 properties
- Update rent increases and rate changes for tenants
- Process accounts payable checks for multiple properties

#### **Senior Accounts Payable and Receivable Coordinator - 500 West Madison- Citigroup Center**

**2009 - 2010**

- Processed accounts payables, coded and batched all invoices, and clarified any vendor issues
- Evaluated invoices for accuracy and executed them in a timely manner, as well as analyzed vendors and A/P processes for cost savings and efficiency
- Managed all accounts receivables and processed tenant work orders
- Oversaw the billing process and address all tenant concerns
- Completed reports and miscellaneous projects requested by Senior Property Accountant

#### **Fragomen, DelRey, Bernsen, and Loewy**

##### **Accounting Clerk**

**May 2007 - November 2008**

- Process all accounts payables for the largest immigration law firm in the world
- Reconciled all bank accounts on a monthly basis for accuracy

## PROFESSIONAL RESUMES

PATRICK O'CONNOR - PROPERTY ACCOUNTANT

- Processed daily check requests for filing fees on behalf of our clients
- Screened all client invoices for accuracy and managed the mailing process in a timely basis
- Manage any special accounting projects

### Education

- MBA - Accounting, North Central College
- Bachelor degree - Accounting (Minor - Finance), North Central College

### Achievements

- Pursuing CPA license

## PROFESSIONAL RESUMES

COURTNEY KELLEY SPECIAL EVENTS COORDINATOR

### **MB Real Estate**

#### **Special Events Coordinator – Richard J. Daley Center**

##### **2013 - Present**

- Maintains consistent and transparent communication with the City of Chicago Department of Cultural Affairs and Special Events to coordinate all events at the Daley Center including the Christkindlmarket, weekly Farmer's Market and daily Noontime Programs
- Represents MB Real Estate and the Public Building Commission as the main point of contact for special event coordination between the City of Chicago, community leaders, and vendors
- Guides community leaders to ensure proper and timely submittal of applications, layouts, insurance and permits are within the Rule and Regulations Governing the Daley Center Plaza
- Delegates tasks among various departments including engineering, electrical, custodial and tenant services for special events, exhibits and Noontime Programs
- Prepares, sends, and reconciles invoices for all special events at the Daley Center
- Manages the Daley Center calendar which includes exhibits, Noontime Programs and special events

### **MB Real Estate**

#### **Property Administrator**

##### **2011 - 2013**

- Researched, analyzed and prepared annual budget based on previous year's expenses
- Prepared and presented monthly and quarterly financial reports for ownership on financial health of the building
- Invoiced tenants monthly for rent, operating expense and one time charges
- Audited, reconciled and processed payment for purchase orders, invoices and expense reports
- Reviewed lease drafts and prepared summaries for new leases and lease extensions or expansions
- Prepared vendor agreements, work authorizations and construction schedules including lien waivers, capital tracking management and insurance certificates
- Maintained employee records for vacation, attendance and payroll
- Represented MB Real Estate as direct point of contact for tenants, clients and third party vendors

## PROFESSIONAL RESUMES

COURTNEY KELLEY SPECIAL EVENTS COORDINATOR

### **SOUTHWEST AIRLINES, Chicago, IL**

#### **Employee Relations/Inflight Administration**

**2007-2010**

- Conducted internal investigations regarding employee performance, provided counseling, developed improvement plans and carried out terminations to ensure consistency with disciplinary actions
- Participated in the various aspects of the recruitment process including conducting interviews and hiring qualified candidates
- Maintained accountability of employees by ensuring their actions were aligned with company policy, Federal and State law as well as a collective bargaining agreement
- Filed and maintained leaves of absence including maternity, FMLA, and worker's compensation in accordance with Federal and State law
- Sustained effective, consistent communication between management and Employees through verbal and written channels regarding company policies, programs, and benefits

### **MESA AIRLINES, Chicago, IL**

#### **Continuous Improvement Coordinator**

**2006-2007**

- Facilitated the creation of flight attendant training modules including Culture Sensitivity and Customer Service
- Researched and analyzed statistical data to make employee relations decisions and recommendations with respect to recruitment, flight attendant training, and performance management to their respective departments
- Developed Supervisor Manual to clearly define goals, expectations, and responsibilities for In flight Supervisors
- Led the Recruiting Department to the successful implementation of a comprehensive recruitment process that was in line with the goals and expectations of Human Resources. The process included improved training for corporate recruiters.
- Managed tactical implementation program to ensure maximum success for time sensitive projects
- Directed all written and verbal communication between Mesa Airlines Inflight and United Airlines Onboard in conjunction with the Vice President of Inflight

#### **Education**

- University of Arizona – BA Art History

**PUBLIC BUILDING COMMISSION OF CHICAGO  
PROPERTY MANAGEMENT SERVICES  
AT THE RICHARD J. DALEY CENTER – PS1902**

**EXHIBIT 4**

**INSURANCE REQUIREMENTS**

The Property Manager must provide and maintain at Property Manager's own expense the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement. The insurance must remain in effect during the term of the Agreement and for any operations performed as a result of this Agreement, unless noted otherwise below.

**1. INSURANCE TO BE PROVIDED**

**1.a Workers' Compensation and Employers Liability (Primary and Umbrella)**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

**1.b Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$20,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. The Public Building Commission of Chicago and its respective Board members, employees, elected officials, officers or representatives must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Property Manager must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein, however, the Property Manager shall require additional limits in the event that the work to be performed warrants additional limits.

**1.c Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Property Manager must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago and its respective Board members, employees, elected officials, officers or representatives must be named as Additional Insured on a primary, non-contributory basis.

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

**1.d Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any



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other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago and its respective Board members, employees, elected officials, officers or representatives as Additional Insured on a primary and non-contributory basis for ongoing and completed operations.

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

**1.e Professional Liability**

When Property Manager or other professional performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Property Manager must maintain limits of not less than \$1,000,000 per claim with the same terms herein, however, the Property Manager shall require additional limits in the event that the work to be performed warrants additional limits.

**1.f Valuable Papers**

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

**1.g Crime Insurance**

Crime Insurance or its equivalent in the amount of not less than \$1,000,000 per occurrence coverage all persons and acts involved in the handling of funds under this Agreement, against loss by dishonesty, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

**2. ADDITIONAL REQUIREMENTS**

Property Manager must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. The Property Manager must submit evidence of insurance to the Commission prior to execution of the Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Property Manager is not a waiver by the Commission of any requirements for the Property Manager to obtain and maintain the specified coverage. The Property Manager will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Property Manager of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

The Commission reserves the right to obtain copies of insurance policies and records.

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

The Property Manager hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago and its respective Board members, employees, elected and appointed officials, and representatives.

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

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Any insurance or self-insurance programs maintained by the Commission will not contribute with insurance provided by the Property Manager under the Agreement.

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

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

The Property Manager must require all subcontractors to provide the insurance required herein, or Property Manager may provide the coverage for its subcontractors. All subcontractors are subject to the same insurance requirements of Property Manager unless otherwise specified in this Agreement.

If Property Manager or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Property Manager must submit the following:

1. Standard AVORD form Certificate of Insurance issued to the Commission as Certificate Holder including:
  - a. All required entities as Additional Insured
  - b. Evidence of waivers of subrogation
  - c. Evidence of primary and non-contributory status
2. All required endorsements including those providing Additional Insured, waivers of subrogation and primary and non-contributory coverage.

The Commission's reserves the right to modify, delete, alter or change these requirements.

### **3. PROPERTY CLAIMS**

The Property Manager shall promptly investigate and report to the PBC any known accidents, claims or damage relating to Daley Center property. The Property Manager will manage, in cooperation with the Commission, any recovery and repair efforts to restore the Daley Center to its previous condition. Property Manager shall support the Commission in the preparation of any resulting property claim, acquiring the necessary documentation and assisting in the resolution of the claim.

### **4. BUILDING CONTRACTOR INSURANCE REQUIREMENTS**

Property Manager is responsible for determining appropriate insurance requirements for property management operations and maintenance subcontractors and building construction contractors/ subcontractors performing work or

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services related to the Daley Center. Property Manager must require General and Umbrella/Excess Liability, Automobile Liability, Workers' Compensation, Professional Liability, Contractors' Pollution Liability, Builders' Risk/Installation Floater and any other insurance coverage as appropriate. Property Manager must obtain and maintain certificates of insurance for each contractor, subcontractor and supplier. The Commission and its respective Board members, employees, elected and appointed officials, and representatives must be named as an Additional Insured on a primary and non-contributory basis for any liability arising directly or indirectly from contracted work. Waivers of subrogation to the benefit of the Commission must be included in contracts.

**5. INSURANCE PROGRAM OPTION**

The Commission reserves the right at any time during this Agreement to request pricing and coverage from the Property Manager on a liability insurance program in which the Property Manager names the Commission and the Property Manager as Named Insured with limits of not less than \$20 million. This coverage would be limited to the Commission's exposure arising out of the operations of the Daley Center and will not include the developer operations of the Commission. The Commission may request that the Property Manager place this insurance program for mutually agreed coverage and pricing. The cost of this insurance program will be a Reimbursable Expense in Exhibit 2, Section 4.1.2 of this agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/09/2013

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 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 Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME:		
	PHONE (A/C. No. Ex.): (866) 283-7122	FAX (A/C. No.): (847) 953-5390	
E-MAIL ADDRESS:			
INSURED MB Real Estate Services Inc 181 West Madison Street 47th Floor Chicago IL 60602 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zenith Insurance Co		13269
	INSURER B: Commerce & Industry Ins Co		19410
	INSURER C: Continental Insurance Company		35289
	INSURER D: Valley Forge Insurance Co		20508
	INSURER E: Executive Risk Indemnity Inc.		35181
INSURER F:			

## COVERAGES

CERTIFICATE NUMBER: 570049578863

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		4013525248	03/01/2013	03/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4013525234	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		BE013226464 SIR applies per policy terms & conditions	03/01/2013	03/01/2014	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	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 N/A	M1104902	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
E	E&O-MPL-Primary		82115995	04/04/2013	04/04/2014	Professional Liabli Deductible \$10,000,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Daley Center, 50 W. Washington, Suite 1203, Chicago, IL and Public Building Commission of Chicago, its commissioners, officers, employees and agents are included as Additional Insured on a primary, non-contributory basis on the General Liability and Auto Policies

## CERTIFICATE HOLDER

## CANCELLATION

Public Building Comm. of Chicago Attention: Executive Director 50 West Washington Room 200 Chicago IL 60602 USA  ok eryan 5/2/13	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  <i>Aon Risk Services Central Inc</i>

Holder Identifier :

Certificate No : 570049578863

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ACORD 25 (2010/05)

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0000-01-14-06-09

PUBLIC BUILDING COMMISSION OF CHICAGO  
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EXHIBIT 5

PROPERTY INDEX NUMBER AND SIDWELL

**PROPERTY DESCRIPTION**

**I. LEGAL DESCRIPTION**

P.I.N.s 17-19-449-019-0000  
17-09-449-202-8001

**PARCEL 1:**

BLOCK 38 OF THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, PLATTED BY CANAL COMMISSIONERS ON AUGUST 4, 1830, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE VACATED EAST-WEST ALLEY IN BLOCK 38 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9 TOWNSHIP 39 NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**II. GENERAL**

- A. The Property consists of a 47-year-old, thirty-story office building containing a total of 1,465,723 square feet located on approximately 122,700 square feet of land. According to the management, the building has asbestos in the fireproofing of the structure. It is contained and not a threat to building occupancy. Three floors have been totally rehabbed and asbestos abatement has been performed. Any current and future space renovations require that proper asbestos abatement be performed.
- B. This description excludes: land; site improvements and Plaza; the Picasso Sculpture; all inventory, raw material, supplies, work in process and perishables; all leased items; all personal belongings.
- C. Sprinklers: The entire building has been equipped with sprinklers or other Fire Suppression Systems.

**III. IMPROVEMENT DATA**

The Property is improved with a 30-story, steel-framed office building housing judicial courtrooms, government agencies and public uses.

**A. Site Preparation**

Site is prepared for one square city block housing two stories below grade plus a depressed boiler room.

**B. Foundations**

The caissons are bed rock concrete and have an average depth of 120 feet below street level. A total of 50 caissons, bearing on limestone, support the building. Hardpan concrete caissons average depth below street level 86 to hardpan. A total of 108 of these caissons support the plaza.

**C. Framing**

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The steel frame consists of trusses, floor beams and the welded cruciform columns weighing a total of 27,000 tons. A total of 86,000 cubic yards of concrete were also poured for fireproofing.

- D.    Exterior Architectural Steel  
      The exterior architectural steel, CORTEN, is a special alloy metal that develops a permanent russet-colored oxide coating. The 3/8" thick plates form the column covers and spandrels. 9'8" x 11'3" MAYARI-R steel windows, bronze heat absorbing glass, 3/8" and 1/2" thick.
- E.    Floors  
      Reinforced concrete floors slabs; concrete slab on grade.
- F.    Roof  
      Reinforced concrete slab on steel truss system.
- G.    Roof Cover  
      Built up composition roof with insulation. The roof is eighteen years old.
- H.    Partitions and Built-In Items  
      Floor to floor height is 18'0" while the floor to ceiling height is 12'0". Some concrete block interior walls, some cinder block, steel stud with 2 layers of drywall. Courtrooms have wood panels accent walls.
- I.    Ceilings  
      Metal lath and plaster and acoustical tile and acoustical spline.
- J.    Floor Coverings  
      Vinyl with ACM Mastic tile, terrazzo in public areas, carpeting in courtrooms and judges chambers. Granite (Rockville) in lobby and plaza.
- K.    Plumbing  
      Plumbing for public men and women restrooms, private bathrooms for judges; semi-private for employee areas. A total of 1,692 plumbing fixtures, 701 toilets, 125 urinals, 69 mop basins and 74 fountains.
- L.    Heating, Ventilating and Air Conditioning
  - 1.       Boilers (2) 50K PPH; (1) 70K PPH; and (1) 50K – Out of Service.  
          Three water tube package boilers, operating on gas or oil and having an operating capacity of 150,000 lbs. per hour of dry saturated steam.
  - 2.       Fuel Tanks  
          Two, 32,000-gallon fuel oil storage tanks.
  - 3.       Refrigeration

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Four, (model: York Chiller Turbomaster each 1,750 tons, Compressor # 011874, Model #238A8) 2,000-ton centrifugal refrigeration machines of open type, hermetic type. Air condition is via 17 high pressure main systems consisting of perimeter induction units and interior reheat systems supplemented by 18 package type medium pressure serving the building with a total of 1.9 million CFM cubic feet of air per minute. Automatic temperature control is afforded throughout the building to provide maximum comfort.

4. Air Handlers

18 air handlers with adjustable speed supplying the perimeter and interior heating and cooling units located through the building.

5. Water Heaters

7 domestic water heaters.

6. Controls

A graphic control center, located in the building engineer's office has reset controls for temperature and humidity as well as an alarm-logging system, door surveillance, system, watchman's control, start-stop system for fans and pumps and scanning of all main heating, air conditioning, ventilating and refrigeration systems. Mechanical equipment locations at lower level, 9<sup>th</sup> floor mezzanine, 31<sup>st</sup> floor, 31<sup>st</sup> floor mezzanine 1 and 31<sup>st</sup> floor mezzanine 2.

M. Electrical

1. Transformers

ComEd has a transformer (no description) in the concourse level of the building. The building has 11 transformers (208V./480V./4160V.): (4) – 1,500 KVA, (5) – 750 KVA and (2) – 5,000 KVA.

2. Electrical Systems

Three electrical systems employed: 4,160 volts for Refrigeration – total 8,000 HP, 480 volts for Motors – total 20,000 HP and 120/208 volts for lighting and power receptacles, totaling – 12,000 KW.

3. Underfloor Duct System

In open areas for flexible electrical and telephone outlets.

4. Lighting

Generally, lighting is all of the fluorescent type except in designated areas such as certain courtrooms, the ground floor ceiling where incandescent is used.

5. Other Systems

Telecommunications, fire alarm, heat and smoke detector along with string lighting in the stairwells and panic alarms for all of the judge's offices. Security system and surveillance systems are in place. The building has computer data lines throughout and computer rooms.



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6. Four Emergency Generators

800 KW, Detroit Diesel Model 235, Allison backup generator for 27<sup>th</sup> floor

400 KW, Inland Detroit Diesel Model D400FRX4, SN – LM23587264558

1500KW MTU 12V4000643

375KVA, EM Bamac II, AC Generator, SN 1-66905931

N. Elevators

43 elevators. For thirty-six (36) of these elevators are passenger type of the 3,500 lb. to 4,000 lb. capacity. The remaining elevators are: three (3) freight and four (4) private.

O. Escalators

Eight escalators. Westinghouse Series N type. (4) Schindler; (4) KONE Retro's

P. Window Washing Equipment

A power-operated platform is lowered from the roof, the mechanism riding on roof-mounted tracks. The platform is retained by vertical tracks at the columns with intermediate guides. It is convertible, so it can fit in the 48'0" bay or the 87'0" bay by use of the platform extensions.

Q. Sprinklers or other Fire Suppression Systems

Entire building.

P. Other Features

At the Concourse (lower) Level, the building maintains a pedestrian tunnel that accesses the Cook County Building at Clark Street, the Cook County Administration Building and the Dearborn Street subway station. Escalators provide an additional means to the main floor.

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**EXHIBIT 6**

**DISCLOSURE AFFIDAVIT**

# DISCLOSURE AFFIDAVIT

Name: MB Real Estate Services Inc.

Address: 181 W. Madison, Suite 4700, Chicago, IL 60602

Telephone No.: 312.727.1700

Federal Employer I.D. #: 52.2319154 Social Security #: \_\_\_\_\_

Nature of Transaction:

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

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

The undersigned John Murphy, as President  
(Name) (Title)  
and on behalf of MB Real Estate Services Inc.  
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

## I. DISCLOSURE OF OWNERSHIP INTERESTS

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

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

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

a. State of Incorporation or organization Delaware

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

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

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

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
<u>Peter Ricker</u>	<u>Chairman, CEO, Secy</u>	<u>Howard P. Milstein</u>	<u>Director</u>
<u>John Murphy</u>	<u>President</u>	_____	_____
<u>Kevin Buckley</u>	<u>CEO, Treasurer</u>	_____	_____

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

Name (Print or Type)	Address	Ownership Interest
<u>Howard P. Milstein</u>	<u>335 Madison Ave New York, NY 10017</u>	<u>50</u> %
<u>Edward Milstein</u>	<u>335 Madison Ave New York, NY 10017</u>	<u>50</u> %
_____	_____	_____ %

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

N/A

f. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?  
Yes ☐ No ☒

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

## SECTION 2. PARTNERSHIPS

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

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

## SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]  
If NO, complete items b. and c. of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

Name(s)	Address(es)
---------	-------------

_____	_____
_____	_____
_____	_____

**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

a. State of incorporation \_\_\_\_\_

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

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

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

**II. CONTRACTOR CERTIFICATION**

**A. CONTRACTOR**

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in

violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.<sup>3</sup>

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

#### B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been

convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

#### C. STATE TAX DELINQUENCIES

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

N/A

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

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

#### D. OTHER TAXES/FEES

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

N/A



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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

N/A

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

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

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

Contractor entered into a consent order with the State of Illinois, in which MB Real Estate did not admit any violations. Please see attached.  
(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

#### **IV. INCORPORATION INTO CONTRACT AND COMPLIANCE**

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

**V. VERIFICATION**

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

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

  
Signature of Authorized Officer

John Murphy  
Name of Authorized Officer (Print or Type)

President  
Title

312.727.1700  
Telephone Number

State of Illinois

County of Cook

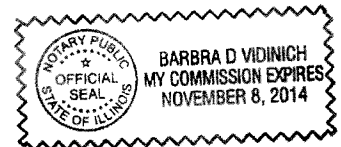
Signed and sworn to before me on this 7<sup>th</sup> day of June, 20 13 by

John Murphy (Name) as President (Title) of

MB Real Estate Services Inc. (Bidder/Proposer or Contractor)



Notary Public Signature and Seal



## Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (4) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq.*); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

PUBLIC BUILDING COMMISSION OF CHICAGO  
PROPERTY MANAGEMENT SERVICES  
AT THE RICHARD J. DALEY CENTER - PS1902

EXHIBIT 7

DISCLOSURE OF RETAINED PARTIES

PUBLIC BUILDING COMMISSION OF CHICAGO  
REQUEST FOR PROPOSALS  
PROPERTY MANAGEMENT SERVICES  
AT THE RICHARD J. DALEY CENTER - PS1902

**ATTACHMENT E - DISCLOSURE OF RETAINED PARTIES**

**A. Definitions and Disclosure Requirements**

1. As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
2. Commission bids, contracts, and/or qualification submittals 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 or lease. 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.
3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

**B. Certification**

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: \_\_\_\_\_  
Description or goods or services to be provided under Contract: \_\_\_\_\_  
\_\_\_\_\_
2. Name of Consultant: \_\_\_\_\_
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract is listed below. Attach additional pages if necessary.


Retained Parties:

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
REQUEST FOR PROPOSALS  
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AT THE RICHARD J. DALEY CENTER - PS1902

4. 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.
  - 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.
5. 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

Kevin Purcell  
\_\_\_\_\_  
Name (Type or Print)

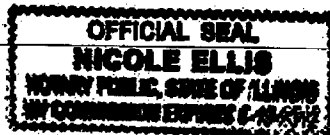
4/18/12  
\_\_\_\_\_  
Date

Executive Vice President  
\_\_\_\_\_  
Title

Subscribed and sworn to before me

this 18th day of April 2012

Nicole Ellis  
\_\_\_\_\_  
Notary Public



PUBLIC BUILDING COMMISSION OF CHICAGO  
PROPERTY MANAGEMENT SERVICES  
AT THE RICHARD J. DALEY CENTER – PS1902

EXHIBIT 8

SCHEDULE C – LETTER OF INTENT TO PERFORM FROM MBE/WBE



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**REQUEST FOR PROPOSALS**  
**PROPERTY MANAGEMENT SERVICES**  
**AT THE RICHARD J. DALEY CENTER - PS1902**

**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation**  
**(1 of 2)**

Name of Project: Richard J. Daley Center

STATE OF ILLINOIS    }  
                                       } SS  
 COUNTY OF COOK        }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the Executive Vice President & Managing Director of Asset Management  
 Title

and duly authorized representative of  
 MB Real Estate Services , LLC  
 Name of Professional Service Provider  
 whose address is  
 181 West Madison, Suite 4700

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

Name of MBE/WBE Consultant	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
SEE ATTACHED PAGE	SEE ATTACHED PAGE	SEE ATTACHED PAGE	
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

NAME OF MBE/WBE CONSULTANT	TYPE OF WORK TO BE DONE IN ACCORDANCE WITH SCHEDULE C	DOLLAR CREDIT TOWARD MBE/WBE GOALS	
		MBE	WBE
A & R Janitorial Services	Custodian Contract	\$3,481,613.49	
Cable Communications	Electrical Supply		\$101,802.50
Carnow, Conibear & Assoc., Ltd	Environmental Consulting		\$101,415.00
Clarence Davids & Company	Landscaping	\$12,000.00	
Gabes Installation Service Inc.	Carpet Installation	\$69,027.52	
Laural Supply	HVAC Supplies		\$77,166.04
Security Management & Investigators	Security Contract		\$375,175.60
Triad Consulting Services	Work Order System	\$37,302.00	
Milhouse Engineering	Engineering & Electrical	\$2,500,000.00	
TOTAL NET MBE/WBE CREDIT		\$6,099,943.01	\$655,559.14
PERCENT OF TOTAL BASE BID		52.05%	6.01%

PUBLIC BUILDING COMMISSION OF CHICAGO  
REQUEST FOR PROPOSALS  
PROPERTY MANAGEMENT SERVICES  
AT THE RICHARD J. DALEY CENTER - PS1902

The Professional Service Provider 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 Professional Service Provider 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.

By:  
MB Real Estate Services

Name of Professional Service Provider (Print)

Date  
312.558.3803  
Phone



Signature  
Kevin M. Purcell  
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

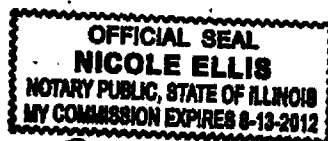
Date

Phone/FAX

Signature

Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_



*Nicole Ellis*  
4/18/12

**PUBLIC BUILDING COMMISSION OF CHICAGO  
PROPERTY MANAGEMENT SERVICES  
AT THE RICHARD J. DALEY CENTER – PS1902**

**SCHEDULE C – LETTER OF INTENT TO PERFORM FROM MBE/WBE**

PUBLIC BUILDING COMMISSION OF CHICAGO  
REQUEST FOR PROPOSALS  
PROPERTY MANAGEMENT SERVICES  
AT THE RICHARD J. DALEY CENTER - PS1902

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

Name of Project: Property Management Services at the RICHARD J. DALEY CENTER for Public Building Commission

Project Number: PS1902

FROM:

Milhouse Engineering & Construction, Inc. MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

MB Real Estate Services, LLC and Public Building Commission of Chicago  
(Name of Professional Service Provider)

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

\_\_\_\_\_ a Sole Proprietor                      X \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                      \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated \_\_\_\_\_. 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.

Please see attached job summary

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$2,563,641.85

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
REQUEST FOR PROPOSALS  
PROPERTY MANAGEMENT SERVICES  
AT THE RICHARD J. DALEY CENTER - PS1902

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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:  
NONE

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

**SUB-SUBCONTRACTING LEVELS**

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

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

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Exhibit, 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 will enter into a formal agreement for the above work with the General 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.

By:

Milhouse Engineering & Construction, Inc.

Name of MBE/WBE Firm (Print)

Date

April 11, 2012

Phone



Signature

Wilbur C Milhouse III

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE  
SUBMITTED WITH BID

Name of Project: Pop up unit Sucs at PDC to B PBC

Project Number: PS1902

FROM:

LAURAL Supply Corp  
(Name of MBE or WBE)

MBE \_\_\_\_\_ WBE X

TO:

MB Real Estate Sucs LLC and Public Building Commission of Chicago  
(Name of General Bidder)

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

\_\_\_\_\_ a Sole Proprietor

X a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3.21-12. 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.

Building Supplies and materials

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

\$60K + Annually

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.

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

PARTIAL PAY ITEMS

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

NONE

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

☐ % 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 will enter into a formal agreement for the above work with the General 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.

By:

LAURAL Supply COOP  
Name of MBE/WBE Firm (Print)

Date

4-11-12  
312-666-1890

Phone

Signature

Name (Print)

Lauren Leu

LAUREN LEU

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE  
SUBMITTED WITH BID**

Name of Project: General Services

Project Number: \_\_\_\_\_

FROM:

Carnow, Conibear & Assoc., Ltd.

(Name of MBE or WBE)

MBE \_\_\_\_\_ WBE X

TO:

MB Real Estate

(Name of General Bidder) \_\_\_\_\_ and Public Building Commission of Chicago

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

\_\_\_\_\_ a Sole Proprietor

X \_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated May 12, 2011. 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.  
Environmental Consulting Services

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

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.

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

**PARTIAL PAY ITEMS**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

The undersigned will enter into a formal agreement for the above work with the General 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.

By:

Carnow, Conibear & Assoc., Ltd.

Name of MBE/WBE Firm (Print)

April 6, 2012

Date

312-762-2928

Phone

Signature

David J. Kedrowski, M.S., CIH

Name (Print)

**IF APPLICABLE:**

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED  
WITH BID**

Name of Project: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

**FROM:**

Triad Consulting Services, Inc.  
(Name of MBE or WBE)

MBE X WBE       

**TO:**

MB REAL ESTATE SERVICES, LLC  
(Name of General Bidder)

and Public Building Commission of Chicago

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

       a Sole Proprietor

X a Corporation

       a Partnership

       a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated July 12, 2006. 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.

Triad is prepared to provide a total facilities management system (TC Global Facility) for use at the Daley Center.

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

Forty-three Thousand, Two Hundred Dollars and No/100s  
(\$43,200.00) per year.

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

**PARTIAL PAY ITEMS**

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

\_\_\_\_\_

\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

The undersigned will enter into a formal agreement for the above work with the General 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.

By:

Triad Consulting Services, Inc. Nikki M. Zollar

Name of MBE/WBE Firm (Print)

01/09/07

Date

(312)863-2500

Phone

Signature

Nikki M. Zollar

Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED  
WITH BID**

Name of Project: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

A&R Janitorial  
(Name of MBE or WBE)

MBE ☒ WBE ☐

TO:

MB REAL ESTATE SERVICES, LLC  
(Name of General Bidder)

and Public Building Commission of Chicago

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

☐ a Sole Proprietor

☐ a Partnership

☒ a Corporation

☐ 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.

FULL JANITORIAL SERVICES

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

\$260,730.26 monthly

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

**PARTIAL PAY ITEMS**

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

N/A

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

**SUB-SUBCONTRACTING LEVELS**

N/A

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

N/A

% 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 will enter into a formal agreement for the above work with the General 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.

By:

A&R Janitorial Service Inc.

Name of MBE/WBE Firm (Print)

January 9, 2007

Date

708-656-8300

Phone

IF APPLICABLE:

By:

N/A

Joint Venture Partner (Print)

Date

Phone

Signature

Deborah Pintor

Name (Print)

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED  
WITH BID**

Name of Project: PROPERTY MANAGEMENT (DALEY CENTER).

Project Number: PS 914

FROM:

GABE'S INSTALLATION SERVICE INC  
(Name of MBE or WBE)

MBE ☒ WBE ☐

TO:

MB REAL ESTATE SERVICES, LLC  
(Name of General Bidder)

and Public Building Commission of Chicago

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

☐ a Sole Proprietor  
☐ a Partnership

☒ a Corporation  
☐ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 7-18-2006. 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.

INSTALLATION FURNISH CARPET AND LABOUR

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

CARPET MATERIALS \$54,000.00  
CARPET INSTALLATION LABOUR 20,000.00

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

The undersigned will enter into a formal agreement for the above work with the General 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.

By:

GABES' INSTALLATION SERVICE INC.  
Name of MBE/WBE Firm (Print)

773-463-9405  
Date

Phone

Signature

GABRIEL MARCAN  
Name (Print)

**IF APPLICABLE:**

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_



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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED  
WITH BID**

Name of Project: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

FROM:

STAR Detective & Security Agency  
(Name of MBE or WBE)

MBE X WBE \_\_\_\_\_

TO:

MB REAL ESTATE SERVICES, LLC  
(Name of General Bidder)

and Public Building Commission of Chicago

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

\_\_\_\_\_ a Sole Proprietor  
\_\_\_\_\_ a Partnership

✓ \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/8/2006. 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.

Security Guard Services  
\_\_\_\_\_  
\_\_\_\_\_

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

To Be Determined  
\_\_\_\_\_  
\_\_\_\_\_

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

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

---

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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**

- Sub* ☒ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
- Sub* ☐ % 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 will enter into a formal agreement for the above work with the General 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.

By:

Star Detective & Security Agency

Name of MBE/WBE Firm (Print)

1/9/06

Date

772-874-1906 x225

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature:

James Huckabee

Name (Print)

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

JAN-17-2012 16:05 FROM:

TO: 18154392291

P.3/5

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.SCHEDULE C - Letter of Intent from MBE/WBE  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE  
SUBMITTED WITH BIDName of Project: Richard Daley Center.

Project Number: \_\_\_\_\_

FROM:

Alvarez, Inc.  
(Name of MBE or WBE)MBE X WBE \_\_\_\_\_

TO

Clarence Davids & Co and Public Building Commission of Chicago  
(Name of General Bidder)

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

\_\_\_\_\_  
a Sole Proprietor  
\_\_\_\_\_  
a PartnershipX a Corporation  
\_\_\_\_\_  
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.

Landscaping Materials  
\_\_\_\_\_  
\_\_\_\_\_The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents. \$12,000  
\_\_\_\_\_  
\_\_\_\_\_

JAN-17-2012 16:05 FROM:

TO: 18154392291

P.2/5

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.

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

PARTIAL PAY ITEMS

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

Landscape Materials \$12,000

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

- ☐ % 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 will enter into a formal agreement for the above work with the General Bidders, conditioned upon the 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.

By:

Alvarez, Inc.

Name of MBE/WBE Firm (Print)

01/17/2012

Date

847-551-1105

Phone

Christina Alvarez  
Signature  
Name (Print)

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ☐ WBE ☐ Non-MBE/WBE ☐

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.

MBRES  
RDC  
RECEIVED  
JAN 20 2012

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

PARTIAL PAY ITEMS

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

Landscape Materials \$12,000

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

- ☐ % 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 will enter into a formal agreement for the above work with the General Bidder, conditioned upon the 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.

By:

Alvares, Inc.  
Name of MBE/WBE Firm (Print)  
01/17/2012  
Date  
847-551-1105  
Phone

Christina Alvarez  
Signature  
Christina Alvarez  
Name (Print)

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No.SCHEDULE C - Letter of Intent from MBE/WBE  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE  
SUBMITTED WITH BID.Name of Project: Richard Daley Center.

Project Number: \_\_\_\_\_

FROM:

Alvarez, Inc.  
(Name of MBE or WBE)MBE ☒ WBE \_\_\_\_\_

TO

Clarence Davis & Co  
(Name of General Bidder) and Public Building Commission of Chicago

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.

Landscape Materials  
\_\_\_\_\_  
\_\_\_\_\_

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

\$12,000  
\_\_\_\_\_  
\_\_\_\_\_

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED  
WITH BID**

Name of Project: PROPERTY MANAGEMENT (DALEY CENTER)

Project Number: PS 914

**FROM:**

Cable Communications, Inc.

(Name of MBE or WBE)

MBE \_\_\_\_\_ WBE X

**TO:**

MB REAL ESTATE SERVICES, LLC

(Name of General Bidder)

and Public Building Commission of Chicago

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

\_\_\_\_\_ a Sole Proprietor

X \_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated \_\_\_\_\_ 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.

Electrical Labor & Material

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

2.5 Million

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

**PARTIAL PAY ITEMS**

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

The undersigned will enter into a formal agreement for the above work with the General 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.

By:

Cable Communications, Inc.

Name of MBE/WBE Firm (Print)

1/9/07

Date

(773)925-1344

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Susan L. Hurley

Name (Print)

Signature

Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

May 12, 2011

Shirley Carnibear  
Carnow, Carnibear & Associates  
300 West Adams Street, Suite 1200  
Chicago, IL 60606

**Annual Certificate Expires: May 1, 2012**

Dear Shirley Carnibear:

Congratulations on your firm's continued eligibility for certification as a **Woman-Owned Business Enterprise (WBE)** by the City of Chicago. This certification is valid until May 1, 2013; however your firm must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by **May 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **March 1, 2012**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.

*Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in*

---

333 S. State St., Suite 540, Chicago, IL 60604 • (312) 747-7778

**[www.cityofchicago.org/compliance](http://www.cityofchicago.org/compliance)**

*obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.*

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

**Environmental Consulting, Hygiene Services, Industrial Hygiene Services, Industrial**

Your firm's participation on City contracts will be credited only toward WBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Supplier Diversity Program.

Sincerely,

*The Office of Compliance*

City of Chicago - Office of Compliance



# CITY OF CHICAGO OFFICE OF COMPLIANCE

December 1, 2011

Enrique Alvarez  
Alvarez, Inc.  
15 N 497 Old Sutton Rd.  
Barrington, IL 60010

<b>1<sup>st</sup> ANNIVERSARY</b>	<b>EXPANSION</b>
Certification Effective:	December 1, 2011
Certification Expires:	December 1, 2016
Annual Affidavit Certificate Expires:	December 1, 2012

Dear Enrique Alvarez:

We have received your request for an expansion of your current MBE/DBE certification with the City of Chicago.

On the basis of our review of your request and supporting documentation, an expansion of your certification has been granted to include several new specialty areas. The expansion of certification will expire on December 1, 2012, the re-validation date of your current certification.

Your firm's name will continue to be listed in the next edition of the City's Directory of Certified Minority, Women, and Disadvantaged Business Enterprises. Your certification status and area of specialty, as amended to incorporate your expansion, will be listed as follows:

**NAICS CODE: 561730 – TREE SERVICES** (e.g., bracing, planting, pruning, removal, spraying, trimming)

**NAICS CODE: 561730 – LANDSCAPE CONTRACTORS (EXCEPT CONSTRUCTION)**

**NAICS CODE: 561730 – LANDSCAPE CARE AND MAINTENANCE SERVICES**

**NAICS CODE: 561720 – JANITORIAL SERVICES**

**NAICS CODE: 561730 – SHRUB SERVICES** (e.g., bracing, planting, pruning, removal, spraying, surgery, trimming)

**NAICS CODE: 541320 – LANDSCAPE ARCHITECTURAL SERVICES**

**NAICS CODE: 488490 – SNOW CLEARING, HIGHWAYS AND BRIDGES, ROAD TRANSPORTATION**

**NIGP CODE: 96872: SNOW AND ICE REMOVAL SERVICES**

**NIGP CODE: 98852: LANDSCAPING** (including Design, Fertilizing, Planting, etc.)

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121 N. LaSalle St., Room 403, Chicago, IL 60602 • (312) 744 – 490



CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

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Alvarez, Inc.

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The City may commence actions to decertify your firm if you fail to notify us of any changes of facts affecting your firm's eligibility for certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Decertification procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's participation on City contracts will be credited only toward MBE/DBE goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward MBE/DBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority Business Enterprise Program.

Very truly yours,

Michael Chambers  
Senior Compliance Officer  
CITY OF CHICAGO  
City Hall

TA

**PUBLIC BUILDING COMMISSION OF CHICAGO  
PROPERTY MANAGEMENT SERVICES  
AT THE RICHARD J. DALEY CENTER – PS1902**

**EXHIBIT 9**

**MBE/WBE SPECIAL CONDITIONS**

**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 Commission 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 Consultant 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 Consultant 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 Consultant 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 MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. 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.
- c. 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 Consultant 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) "Professional Service Contract" means a contract for professional services of any type.

(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 and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

(5) "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

(6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

(7) "Good faith efforts" means actions undertaken by a Consultant 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.

(8) "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.

(9) "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

#### 4. Determining MBE/WBE Utilization

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

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A Consultant may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
  - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
  - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Consultant 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 Consultant 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 Consultant 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 Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

## 5. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.



(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 the County of Cook must be submitted.

(2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Bidder 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 Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder 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 Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount 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. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

## 6. Evaluation of Compliance Proposals

- a. During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his 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 bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder 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 Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder 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 Bidder's proposal as non-responsive.
- c. Bidders 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 subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 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 subconsultant that the supplies will be purchased by.

## 7. Request for Waiver

- a. If a Bidder 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 bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder'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) 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;
  - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
  - (4) Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
  - (5) 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.
- (6) 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.
- (7) 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.
- (8) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
- (9) 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. Failure To Achieve Goals

- a. If the Consultant 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 Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant'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 Consultant'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 a 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 subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

(6) Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant 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 Consultant.

(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 Consultants' 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 determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

9. Reporting and Record-Keeping Requirements

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant 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 Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant 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 Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

10. Disqualification of MBE or WBE

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

11. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant'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 Consultant 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.

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant 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 Consultant 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 Consultant 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) The Consultant 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, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

- (2) The Consultant'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 subconsultant 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 subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant'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 Consultant; 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.

- (3) The Consultant'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

- (4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working 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.

(5) 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) working 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.

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
- c. 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 Consultant 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.

### 13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant 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 Consultant'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 Consultant 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 Consultant from entering into future contracts with the Commission.

### 14. 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.

### SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms that comprise the joint venture  
\_\_\_\_\_  
\_\_\_\_\_
  - A. 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.)  
\_\_\_\_\_  
\_\_\_\_\_
  - B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Nature of joint venture's business  
\_\_\_\_\_  
\_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%
8. Specify as to:
  - A. Profit and loss sharing \_\_\_\_\_%
  - B. Capital contributions, including equipment \_\_\_\_\_%
  - C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.  
\_\_\_\_\_  
\_\_\_\_\_
  - D. Describe any loan agreements between joint venturers, and identify the terms thereof.  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE B - Joint Venture Affidavit (2 of 3)**

9. 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:

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

C. Purchasing of major items or supplies

\_\_\_\_\_

D. Supervision of field operations

\_\_\_\_\_

E. Supervision of office personnel

\_\_\_\_\_

- F. 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.

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

10. 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 Consultant if the joint venture is a sub-consultant.

\_\_\_\_\_  
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\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

before me appeared (Name)

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

\_\_\_\_\_  
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.

(Name of Joint Venture)  
to execute the affidavit and did so as his or her  
free act and deed.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:

Commission expires:

(SEAL)

(SEAL)

**Schedule C - Letter of Intent from MBE/WBE**

**To Perform As**

**Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_

(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago

(Name of Professional Service Provider)

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**

**To Perform As**

**Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

**PARTIAL PAY ITEMS**

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

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---

---

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**

\_\_\_\_ % 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 Exhibit, 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 will enter into a formal agreement for the above work with the General 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.

By:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

\_\_\_\_\_  
Phone

# **SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation**

(1 of 2)

Name of Project: \_\_\_\_\_

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 Consultant	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$

Percent of Total Base Bid	%	%

**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation**

**(2 of 2)**

The Professional Service Provider 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.

**SUB-SUBCONTRACTING LEVELS**

\_\_\_\_\_ % 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% 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 will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider 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.

By:

\_\_\_\_\_  
Name of Professional Service Provider (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone/FAX

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/09/2013

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 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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext.):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (847) 953-5390
<b>INSURED</b> MB Real Estate Services Inc 181 West Madison Street 47th Floor Chicago IL 60602 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Zenith Insurance Co	<b>NAIC #</b> 13269
	<b>INSURER B:</b> Commerce & Industry Ins Co	19410
	<b>INSURER C:</b> Continental Insurance Company	35289
	<b>INSURER D:</b> Valley Forge Insurance Co	20508
<b>INSURER E:</b> Executive Risk Indemnity Inc.	35181	
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 570049578869

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			4013525248	03/01/2013	03/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			4013525234	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE013226464 SIR applies per policy terms & conditions	03/01/2013	03/01/2014	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	M1104902	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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
E	<b>E&amp;O-MPL-Primary</b>			82115995	04/04/2013	04/04/2014	Professional Liability \$10,000,000 Deductible \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Daley Center, 50 W. Washington, Suite 1203, Chicago, IL and Public Building Commission of Chicago, its commissioners, officers, employees and agents are included as Additional Insured on a primary, non-contributory basis, as regards the General Liability and Auto policies.

**CERTIFICATE HOLDER****CANCELLATION**

Daley Center Attention: General Manager c/o MB Real Estate Inc. 50 West Washington Suite 1203 Chicago IL 60602 USA	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  <i>Aon Risk Services Central Inc.</i>

Holder Identifier :

Certificate No : 570049578869



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/09/2013

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): (866) 283-7122 <b>FAX</b> (A/C. No.): (847) 953-5390 <b>E-MAIL</b> <b>ADDRESS:</b> <b>PRODUCER</b> <b>CUSTOMER ID #:</b> 10227895	
<b>INSURED</b> MB Real Estate Services Inc 181 West Madison Street 47th Floor Chicago IL 60602 USA		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Valley Forge Insurance Co <b>INSURER B:</b> Westchester Fire Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20508 10030	

**COVERAGES****CERTIFICATE NUMBER:** 570049578854**REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	4013525248	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> BUILDING	\$5,500,000
	CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$4,525,000
	<input type="checkbox"/> BASIC				<input checked="" type="checkbox"/> BUSINESS INCOME w/o Extra Expense	\$203,185
	<input type="checkbox"/> BROAD				<input type="checkbox"/> EXTRA EXPENSE	
	<input checked="" type="checkbox"/> SPECIAL				<input type="checkbox"/> RENTAL VALUE	
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET BUILDING	
	<input type="checkbox"/> WIND				<input type="checkbox"/> BLANKET PERS PROP	
	<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY				
	CAUSES OF LOSS	POLICY NUMBER				
	<input type="checkbox"/> NAMED PERILS					
B	<input checked="" type="checkbox"/> CRIME	DONG24457898005	04/04/2013	04/04/2014	<input checked="" type="checkbox"/> Employee Dishonesty	\$2,500,000
	TYPE OF POLICY Crime - Primary				<input checked="" type="checkbox"/> Deductible	\$35,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Public Building Comm of Chicago  
Attention: Executive Director  
50 West Washington  
Room 200  
Chicago IL 60602 USA

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

*Aon Risk Services Central Inc.*

Holder Identifier :

CERTIFICATE NUMBER: 570049578854







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/06/2013

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 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).

<b>PRODUCER</b> Aon Risk Services Central Inc. 200 E. Randolph St.  Chicago IL 60601	<b>CONTACT NAME:</b> Aon Risk Services <b>PHONE A/C, No, Ext):</b> 847-295-5000 <b>E-MAIL ADDRESS:</b> acs.chicago@aon.com <b>FAX A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ILLINOIS UNION INSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 27960
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**COVERAGES** **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Pollution Liability			WCP G27304084 001	9/6/13	9/6/18	\$5,000,000 Per Pollution Condition \$5,000,000 Aggregate Limit \$ 50,000 Retention (per pollution condition)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Completed Operations Coverage Term: 9/6/13 to 9/6/21

The following are included as additional insured: Public Building Commission of Chicago and its respective Board members, employees, elected officials, officers or representatives on a primary and non-contributory basis for ongoing and completed operations

<b>CERTIFICATE HOLDER</b>  PUBLIC BUILDING COMMISSION PROCUREMENT DEPT, RICHARD J. DALEY CENTER ROOM 200 CHICAGO IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Aon Risk Services Central, Inc.
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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/09/2013

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.

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<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (866) 283-7122 <b>FAX (A/C, No.):</b> (847) 953-5390 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> MB Real Estate Services Inc 181 West Madison Street 47th Floor Chicago IL 60602 USA	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zenith Insurance Co</td><td>13269</td></tr><tr><td>INSURER B: Commerce &amp; Industry Ins Co</td><td>19410</td></tr><tr><td>INSURER C: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER D: Valley Forge Insurance Co</td><td>20508</td></tr><tr><td>INSURER E: Executive Risk Indemnity Inc.</td><td>35181</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zenith Insurance Co	13269	INSURER B: Commerce & Industry Ins Co	19410	INSURER C: Continental Insurance Company	35289	INSURER D: Valley Forge Insurance Co	20508	INSURER E: Executive Risk Indemnity Inc.	35181	INSURER F:	
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INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 570049578869

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY		4013525248	03/01/2013	03/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
C	AUTOMOBILE LIABILITY		4013525234	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	ANY AUTO					
	ALL OWNED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	8E013226464	03/01/2013	03/01/2014	EACH OCCURRENCE \$25,000,000
	EXCESS LIAB	CLAIMS-MADE	SIR applies per policy terms & conditions			AGGREGATE \$25,000,000
	JOED <input checked="" type="checkbox"/> RETENTION \$10,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		M1104902	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
E	E&O-MPL-Primary		82115995	04/04/2013	04/04/2014	Professional Liability deductible \$10,000,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Daley Center, 50 W. Washington, Suite 1203, Chicago, IL and Public Building Commission of Chicago, its commissioners, officers, employees and agents are included as Additional Insured on a primary, non-contributory basis, as regards the General Liability and Auto policies.

**CERTIFICATE HOLDER****CANCELLATION**

<p>ok eryl</p> <p>Daley Center Attention: General Manager c/o MB Real Estate Inc. 50 West Washington Suite 1203 Chicago IL 60602 USA</p> <p>9/17/13</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Aon Risk Services Central Inc</i></p>
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ACORD 25 (2010/05)

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COI\_MB\_ecr\_1902DaleyCtrPropManage\_20130917

00000-01-14-05

Holder Identifier:

Certificate No.: 570049578869



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/09/2013

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT</b> NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: 10227895	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Valley Forge Insurance Co NAIC # 20508 INSURER B: Westchester Fire Insurance Company 10030 INSURER C: INSURER D: INSURER E: INSURER F:	

Holder Identifier :

**COVERAGES**

CERTIFICATE NUMBER: 570049578854

REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	4013525248	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> BUILDING	\$5,500,000
	<input type="checkbox"/> CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$4,525,000
	<input type="checkbox"/> DEDUCTIBLES				<input checked="" type="checkbox"/> BUSINESS INCOME w/o Extra Expense	\$203,185
	<input type="checkbox"/> BASIC				<input type="checkbox"/> EXTRA EXPENSE	
	<input type="checkbox"/> BROAD				<input type="checkbox"/> RENTAL VALUE	
	<input checked="" type="checkbox"/> SPECIAL				<input type="checkbox"/> BLANKET BUILDING	
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET PERS PROP	
	<input type="checkbox"/> WIND				<input type="checkbox"/> BLANKET BLDG & PP	
	<input type="checkbox"/> FLOOD					
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY				
	<input type="checkbox"/> CAUSES OF LOSS	POLICY NUMBER				
	<input type="checkbox"/> NAMED PERILS					
	<input checked="" type="checkbox"/> CRIME	DONG24457898005	04/04/2013	04/04/2014	<input checked="" type="checkbox"/> Employee Dishonesty	\$2,500,000
	<input type="checkbox"/> TYPE OF POLICY				<input checked="" type="checkbox"/> Deductible	\$35,000
	<input type="checkbox"/> Crime - Primary					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

CERTIFICATE NUMBER: 570049578854

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Public Building Comm of Chicago  
Attention: Executive Director  
50 West Washington  
Room 200  
Chicago IL 60602 USA

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

*Aon Risk Services Central Inc*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/06/2013

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 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).

<b>PRODUCER</b> Aon Risk Services Central Inc. 200 E. Randolph St.  Chicago IL 60601	<b>CONTACT NAME:</b> Aon Risk Services <b>PHONE A/C, No, Ext:</b> 847-295-5000 <b>FAX A/C, No:</b> <b>E-MAIL ADDRESS:</b> acs.chicago@aon.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> ILLINOIS UNION INSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> MB REAL ESTATE SERVICES, INC. 181 W. MADISON, SUITE 4700  CHICAGO IL 60602	<b>NAIC #</b> 27960

**COVERAGES****CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATUTORY LIMITS: OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Pollution Liability			WCP G27304084 001	9/6/13	9/6/18	\$5,000,000 Per Pollution Condition \$5,000,000 Aggregate Limit \$ 50,000 Retention (per pollution condition)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Completed Operations Coverage Term: 9/6/13 to 9/6/21

The following are included as additional insured: Public Building Commission of Chicago and its respective Board members, employees, elected officials, officers or representatives on a primary and non-contributory basis for ongoing and completed operations

**CERTIFICATE HOLDER****CANCELLATION**

PUBLIC BUILDING COMMISSION PROCUREMENT DEPT, RICHARD J. DALEY CENTER ROOM 200 CHICAGO IL 60602 ok 9/17/13 eryan	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 Aon Risk Services Central, Inc.
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