



AGREEMENT - PS3008A  
**PUBLIC BUILDING COMMISSION OF CHICAGO**

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

**ISSUED: AUGUST 8, 2018**

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

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

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

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

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

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

**TO**  
**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

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

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

Carina E. Sánchez  
Executive Director

<b>FIRM NAME:</b>	CCS International, Inc.
<b>CONTACT NAME:</b>	Gavin Parr
<b>CONTACT TELEPHONE:</b>	630.678.0808
<b>CONTACT EMAIL:</b>	gparr@CCSdifference.com
<b>ADDRESS:</b>	1815 S. Meyers Road, Suite 1070 Oakbrook Terrace, IL 60181
(Note: Include this page with your submission.)	

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## EXECUTION PAGE

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**THIS AGREEMENT** effective as of October 1, 2018 but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **CCS International, Inc.** with offices at 1815 South Meyers Road, Suite 1070, Oakbrook Terrace, Illinois 60181 (the "**Consultant**").

### **Recitals:**

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

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

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

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

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

## EXECUTION PAGE

~~PUBLIC BUILDING COMMISSION OF CHICAGO~~

*Rahm Emanuel*

Mayor Rahm Emanuel  
Chairman

Date: 1/24/19

ATTEST:

*Lori Ann Lypson*

Lori Ann Lypson  
Secretary

Date: 1/24/19

Approved as to form and legality:

*Anne L. Zredd*

Neal & Leroy, LLC

Date: 1-23-2019

CONSULTANT: CCS International, Inc.

*[Signature]*

President

Date: 1/8/2019

AFFIX CORPORATE  
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Gavin Parr and \_\_\_\_\_  
on behalf of Consultant this 8<sup>th</sup> day of January, 2019.

*Katherine Jensen*

Notary Public

My Commission expires: December 1, 2020

(SEAL OF NOTARY)





# TERMS AND CONDITIONS

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

# TERMS AND CONDITIONS

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## 4. Engagement and Standards for Performing Services.

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



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

- h. **Non-appropriation of Funds.** If funds have not been appropriated in full or in part, the Commission has the right to terminate the Agreement. Such termination will be considered a termination for convenience. The Commission will not authorize the Consultant to provide services under this Agreement unless sufficient funds are appropriated to pay for the services.
  - i. **Firearms.** The PBC is committed to providing a safe and secure workplace for the benefit of its employees, consultants, contractors and the general public; therefore, threatening behavior by any person on or about the PBC office premises, project sites and any place in which PBC business is conducted is prohibited. Further, possession of firearms, explosives, or other weapons anywhere on PBC property and project sites or while conducting PBC business is prohibited. Employees and contractors must, at a minimum, comply with all federal, state and local laws relating to the possession and use of firearms, including the Illinois Firearm Concealed Carry Act, 430 ILCS 66/1, et. seq.; the Illinois Criminal Code – Article 5, Deadly Weapons, 720 ILCS 5/Art. 24 et. seq.; and the City of Chicago Firearms and Other Weapons Ordinance, Chicago Municipal Code, Sec. 8-24-005, et. seq. Further, as a condition of employment and/or contract, individuals may not bring weapons onto PBC premises or project sites (including parking lots), even in situations where such conduct would be allowed under the cited laws.
  - j. **Minimum Wage.** Consultant must comply with the City of Chicago Minimum Wage Ordinance (01-24), as may be amended. The Commission adopts Chicago Mayoral Executive Order 2014-1. A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at [http://chicityclerk.s3.amazonaws.com/s3fs-public/document\\_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf](http://chicityclerk.s3.amazonaws.com/s3fs-public/document_uploads/executive-order/2014/Executive-Order-No-2014-1.pdf). If the payment of prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then Consultant must pay the prevailing wage.
  - k. **Participation by Other Government Agencies.** Other Local Government Agencies (defined examples below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the Commission, and (c) such purchases have no net adverse effect of the Commission and result in no diminished services from the Contractor to the Commission. Examples of such Local Government Agencies are the following: Chicago Board of Education, Chicago Park District, City College of Chicago, Chicago Transit Authority, and Chicago Housing Authority. Please note this list is not exhaustive, only a sample. Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The Commission will not be responsible for payment of any amounts owed by any other Local Government Agencies and will have no liability for the acts of omissions of any other Local Government Agency.
5. **Representations and Warranties.** Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.



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### 6. Duties and Obligations of Consultant.

- a. **Nondiscrimination.** The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq., the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.
- b. **Employment Procedures, Preferences and Compliances.** Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.
- c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at [www.pbcchicago.com/pdf/RES\\_PBC\\_ecl\\_CodeofEthicsConsolApril%202013\\_20130405.pdf](http://www.pbcchicago.com/pdf/RES_PBC_ecl_CodeofEthicsConsolApril%202013_20130405.pdf) and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.
- d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.



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

### 7. **Term.**

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



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

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

### 8. Task Orders.

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

9. **Compensation of Consultant; Submission of Invoices through OCDM.** The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of \$1,500,000.00. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently

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

10. **Rights and Obligations of Commission.** In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:
  - a. **Information.** The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.
  - b. **Review of Documents.** Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.
  - c. **Site Data.** To the extent the Commission determines to be necessary for the Consultant to perform the Services and the assigned Task Order, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.
  - d. **Tests and Reports.** The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.
  - e. **Legal, Auditing and other Services.** The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.
  - f. **Designated Representatives.** The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
  - g. **Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.
  - h. **Audits.** The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.
11. **Indemnification of Commission and Third-Party Vendors.** The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third-party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.
12. **Insurance to be Maintained by Consultant.** The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Consultant, insurance coverage as set forth in Exhibit E – Insurance Requirements.
13. **Default.**
  - a. **Events of Default.** Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:
    - i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period



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- of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;
- ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;
  - iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
  - iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or
  - v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.
- b. **Remedies.** If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Consultant, in which event the Commission shall have no further obligations hereunder or liability to the Consultant except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No course of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.
- c. **Remedies not Exclusive.** No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
14. **Confidentiality.** All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.



## TERMS AND CONDITIONS

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

## TERMS AND CONDITIONS

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- g. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

## SCOPE OF SERVICES

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(Attached and Incorporated Hereto)

### SECTION III

## SCOPE OF SERVICES

#### A. INTRODUCTION

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

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

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

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

#### B. INTENT

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

(Remainder of page intentionally left blank)



## C. SCOPE OF SERVICES

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

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

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

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

### 1. General Administration and Coordination

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

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

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

### 2. Cost Estimates

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

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

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

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



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

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

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

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

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

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

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

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

**a. Preliminary Project Estimates**

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

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

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

**b. Schematic Design Estimates**

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



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

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

**c. Design Development Estimates**

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

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

**d. Pre-Bid Estimates**

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

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

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

**e. Bid Addenda**

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

**f. Bid Evaluations**

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

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

**g. Construction Change Orders**

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

## D. ESTIMATE REPORTING FORMAT REQUIREMENTS

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

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

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

The Construction Cost Estimator will prepare reports as follows:

### 1. Reports

#### a. Basis of Estimate Report

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

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

#### b. Estimate Variance Report

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

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

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

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

#### c. Additional Reports

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

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



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

## **2. Restrictions**

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

## **E. ADDITIONAL CONTRACT REQUIREMENTS**

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

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

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

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

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

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

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

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

## **F. TERM**

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

## SCHEDULE A – COST PROPOSAL

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(Attached and Incorporated Hereto)



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

**A. HOURLY RATES**

PERSONNEL		RATE	
1	Principal	\$	189.10
2	Senior Cost Estimator	\$	160.00
3	Cost Estimator	\$	108.17
4	Junior Cost Estimator	\$	69.27
5	Administrative Assistant (Clerical)	\$	
6	Structural Cost Estimator	\$	
7	Civil Cost Estimator	\$	
8	Mechanical Cost Estimator	\$	151.58
9	Electrical Cost Estimator	\$	141.24
10	Blended Hourly Rate:	\$	165.00
11	Other: Cost Estimator / WBE	\$	152.61
12	Other:	\$	
13	Other:	\$	
14	Other:	\$	
15	Other:	\$	
16	Other:	\$	
17	Other:	\$	
18	Other:	\$	
19	Other:	\$	
20	Other:	\$	
Notes: The Hourly Rate table provides various hourly rates for the staff who will work on the projects. The hourly rate shall include typical overhead (except the "Reimbursable Expenses") for each staff member such as driving to and from PBC job sites or meetings, cell phone and computer usage, vehicles, mileage, taxi cab fares, parking, tolls, insurance, marketing and any other costs incurred.			

## FIRM EXPERIENCE AND KEY PERSONNEL

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(Attached and Incorporated Hereto)



## Experience and Qualifications of Firm

### Past Performance

CCS was founded on providing accurate, detailed estimates to clients in every market sector. We work with clients from all realms of the construction market on a daily basis to ensure that the estimates, details and costs associated with each reflect the market place, architectural intent and Owners requirements. Having worked on over 160 projects during the course of the past three years in the Chicago metropolitan area, we have a very accurate database of costs, clients and resources to reach out to for all new projects as they arise.

CCS is ready and able to provide clients with information that helps them make sound decisions. When issues do arise, CCS has the depth of experience, knowledge of the local market place, and based on the number of projects in and around Chicago, we are able to help aid the client to make an appropriate and educated plan of action. We also have a process in place so both client and design team can make some decisions prior to a full design being laid out. This ensures that when the design does move ahead, the number of surprises that pop up are limited and in turn keeping the Owner on track with budget and design. We not only provide cost management but also program management services; we are able to take a hard look at every project from the standpoint of its constructability and address costs of issues that may arise as a result.

With a team that comprises every discipline, CCS is able to look at each and every element to ensure full consideration has been made to the various systems, labor and equipment incorporated in the design. It also aids the various team members the chance to gain input from more than just one individual, and look at various options that may have the potential to either further the design and/or improve the overall costs of a project.

With some of the references our clients have written, it appears that our process and knowledge have been a real benefit to them moving forward on their projects and making sound decisions with confidence that the pricing information which has been provided to them is accurate. This is further emphasized by our constant ability to be within a +/- 5% delta from the average bid result, a reason why more than 85% of our clients are repeat clients.

Following are five featured projects that demonstrate CCS' capabilities and experience with government agencies.

**Engineering and Advanced Manufacturing Center**  
**Richard J. Daley College**  
Chicago, IL



118,560 SF new multi-story facility that will house high bay labs and administrative offices, and also serve as a student center with communal areas for students including exterior terraces and landscaped open space. Project involves the recladding of an existing building and a new 57,000 SF addition with a bridge extending over 76th Street, creating an "elevated quad" for students and faculty and linking the new facility with the main Daley College.

The new facility will provide students access to state-of-the-art equipment to solve real-world problems and will also serve as a quality control testing site for small to mid-sized area local manufacturers. Features include a conveyor belt-like layout with splashes of "caution yellow" typically seen in factories, metal panels, glass and exposed steel to further reinforce the project's industrial look.

This project is part of the City Colleges' "Colleges to Careers" initiative, which aligns each of the seven city colleges with an industry area poised for greatest growth in the region. This project is being designed to achieve LEED Gold certification.

**Project Data**

*Owner:* PBC / City Colleges of Chicago

*Completion Date:* 2019 (est)

*Cost Estimate:* \$46,131,300

*Construction Cost:* \$45,000,000 (2.45% variance from estimate)



## **Ebinger Elementary School, New Annex**

Chicago, IL



34,990 SF new 2-story linked annex that will provide expanded program space, alleviate overcrowding, and eliminate the use of temporary mobile classrooms. The annex will house:

- Classrooms (7 standard and 3 special needs, 760 GSF each)
- Science classroom with storage (1,080 GSF)
- State-of-the-art computer lab (1,050 GSF)
- Art classroom with storage and kiln (1,080 GSF)
- Student dining room (3,030 GSF)
- Hybrid kitchen and server

Project also involves renovations in the existing school including conversion of the existing lunch room into a Music Room and typical classroom, renovation of the main office, and a new playlot. This project has a goal of LEED Silver certification.

### **Project Data**

*Owner:* PBC / Chicago Public Schools  
*Completion Date:* November 2018

*Cost Estimate:* \$12,671,121  
*Construction Cost:* \$12,100,144 (-4.5% variance from estimate)

## Independence Library and Apartments Chicago, IL



66,904 SF new 6-story development that will feature multi-family elderly housing for the Chicago Housing Authority and a 2-story branch of the Chicago Public Library.

This facility in the city's Irving Park neighborhood will house the Independence Branch library which will feature an early childhood active learning space, one-on-one homework assistance via the "Teacher in the Library" program, and a YOUmedia program for high school students. It will also house technology and workforce programs for adults as well as traditional library programs such as book clubs and cultural programs.

The housing component will feature one and two-bedroom units, exercise room, meeting room, and a property management suite. The development will also have a retail component on the ground floor of approximately 2,000 SF.

This innovative project involved a community engagement process with community stakeholders to come up with a final design that uniquely meets the needs and desires of this specific community and is one of the innovative ways that CHA is bringing affordable housing opportunities to all Chicago neighborhoods.

### Project Data

Owner:	Chicago Housing Authority / Chicago Public Library
Completion Date:	2019 (est)
Cost Estimate:	\$23,644,000
Construction Cost:	\$24,067,000 (-1.8% variance from estimate)



## The 606 ("The Bloomingdale Trail") Chicago, IL



Park development and a multi-purpose bicycle trail involving the conversion of the 2.7-mile Bloomingdale rail embankment to an elevated, multi-use linear park and trail. This development will connect to new and existing parks for the greater Bucktown, Wicker Park, Humboldt Park, and Logan Square areas of Chicago and is named for the "606" zip code prefix all Chicagoans share.

The project includes the following:

- Design of two new parks (Park #512 and Kimball Avenue Park)
- Rehabilitation of 38 viaduct structures
- Replacement of 2 viaduct structures
- Repairs to 37 embankment segments

Every couple of blocks will have an access point connecting the elevated section with ground-level park features. The park itself will feature jogging, biking, and walking trails, gardens with native plants and trees, and special viewing areas designed to offer optimal viewing angles of the city's skyline and neighborhoods.

### Project Data

Owner: Chicago Park District  
Completion Date: 2015

Cost Estimate: \$62,545,000  
Construction Cost: \$58,900,000 (-5.8% variance from estimate)

**Cook County Building, 118 N. Clark Street**  
Chicago, IL



Leakage remediation work associated with 47,896 SF of space on several floors that is occupied by the Recorder of Deeds. Work involves assessment and remediation of water infiltration, deterioration of structural elements, and a survey and code analysis of the existing building, facilities, and systems.

Every couple of blocks will have an access point connecting the elevated section with ground-level park features. The park itself will feature jogging, biking, and walking trails, gardens with native plants and trees, and special viewing areas designed to offer optimal viewing angles of the city's skyline and neighborhoods.

**Project Data**

Owner:	Cook County
Completion Date:	2019 (est.)
Cost Estimate:	\$2,124,000
Construction Cost:	TBD (project has not yet bid)



### Cost Estimating History by Project Type

Project Type	# of Projects (Chicago / Nationwide)	New Construction	Renovations
Schools (K-12)	80 / 250	75	113
Schools (Higher Ed)	170 / 828	295	400
Libraries	33 / 135	58	65
Parks	41 / 145	59	35
Camera Infrastructure	2 / 20	6	14
Other Municipal	45 / 436	190	150

### Comparative Estimating History

CCS has nearly 40 years of experience providing cost estimates on construction projects ranging in value from \$500K to over \$1 Billion. Our team of cost professionals works together on over 150 projects a year, exposing them to a wide range of building types and issues.

CCS has a structured process in place that ensures that quality reviews are performed and market research is conducted on each and every project. This process gives our team the most up-to-date information regarding current marketplace trends, pricing, and local competition. CCS' history of bringing projects in on budget is proven with an overall bid versus estimate record better than the industry average of +/- 5%.

The following two pages highlight CCS' accuracy on five specific projects in the last three years, as per the RFQ instructions, as well as other bid versus estimate results for various projects throughout the City of Chicago.

**Overall accuracy average over the last three years: 2.82%**

**Accuracy average of five specific projects in the last three years**

<b>Project Name / Location</b>	<b>Estimate Value</b>	<b>Bid Value</b>	<b>Variance From Estimate</b>
Richard J. Daley College - Engineering and Advanced Manufacturing Center – Chicago, IL (2017)	46,131,303	45,000,000	-2.45%
Ebinger Elementary School - New Annex - Chicago, IL (2017)	12,671,121	12,100,144	-4.51%
CHA / CPL - Independence Library and Apartments Chicago, IL (2018)	23,644,000	24,067,000	1.79%
The 606 ("The Bloomingdale Trail") Chicago, IL (2015)	62,545,000	58,900,000	-5.82%
O'Hare International Airport - Terminal 5, Airbus A380 Gate Enhancements – Chicago, IL (2016)	4,757,132	4,800,000	-0.90%

**Accuracy for other projects in Chicago**

<b>Project Name / Location</b>	<b>Estimate Value</b>	<b>Bid Value</b>	<b>Variance From Estimate</b>
Bronzeville Military Academy	11,079,281	11,101,500	0.20%
Chicago High School For Agricultural Sciences	16,818,531	16,338,856	-2.85%
CHA, Ida B. Wells Family Center	3,888,460	3,930,000	1.07%
The 606 ("The Bloomingdale Trail") Chicago, IL (2015)	62,545,000	58,900,000	-5.82%
Chicago Music & Dance Theater	18,625,336	19,370,000	4.0%
Chicago Public Library - Austin/Irving Branch	4,128,170	4,275,000	3.56%



**Accuracy for other projects in Chicago (continued)**

<b>Project Name / Location</b>	<b>Estimate Value</b>	<b>Bid Value</b>	<b>Variance From Estimate</b>
Chicago Public Library - Near Southwest (Archer Heights) Branch	3,977,253	3,884,646	-2.32%
Chicago Theological Seminary - Replacement Facility	21,986,263	21,391,745	-2.70%
CTA, Cermak Elevated Green Line Station	39,789,979	39,696,124	-0.23%
Clarence Buckingham Fountain Restoration Project	21,395,684	21,562,000	0.77%
ComEd / Exelon - Chicago Training Center	12,215,481	12,660,000	3.64%
Cook County Department of Corrections - Residential Treatment Unit - Reception Classification Diagnostic Center (RTU-RCDC)	82,762,863	86,256,405	4.22%
Dearborn Tower	51,700,000	52,000,000	0.58%
DePriest Elementary School	15,817,500	16,000,000	1.15%
Edgebrook Elementary School	11,754,558	11,587,000	-1.43%
Eric Solorio Academy High School	67,649,400	71,189,000	5.23%
Federico Garcia Lorca Elementary School	28,745,707	27,981,199	-2.66%
Malcolm X College - New College Campus	202,063,151	198,483,348	-1.77%
Northeastern Illinois University - Parking and Auxiliaries Facility	12,054,314	12,044,800	-0.08%
UIC College of Medicine Learning Center	10,751,101	10,801,733	0.47%
UIC Student Services Building	11,600,000	11,740,000	1.20%
William Jones College Preparatory High School renovations	14,826,955	15,467,135	4.32%

### Sample Cost Estimate

A sample of a 100% Construction Document cost estimate for a new High School in Chicago is included at the end of this section.

### Technical Competence

#### Administration, Organization and Staffing of the Firm

CCS' corporate headquarters is located in Oakbrook Terrace, Illinois with branch offices in Bethesda, Maryland; Durham, North Carolina; and Houston, Texas.

Cost Managers.....	11
<i>Certified Professional Estimators (7)</i>	
Civil Engineers.....	4
<i>LEED Accredited Professionals (1)</i>	
Electrical Engineers.....	1
Architects .....	2
Management / Administrative .....	8
26 full time, in-house employees	

### Capabilities and Resources in the Chicago Metropolitan Area

CCS has over 15 full-time associates in the Chicago Metropolitan Area that can be utilized for assignments under this contract. The CCS team has experience with a variety of cost estimating systems including USACE and DOTD and is routinely involved in projects that are held up to industry standards such as AACEI. Many of CCS' associates are active members of the American Society of Professional Estimators (ASPE) and the Association for the Advancement of Cost Engineering (AACE).

CCS has been required under various contracts to utilize software which either the Owner or design team has procured to provide an evaluation of construction costs associated with various projects. Such software includes SUCCESS, MCACES, WinEst, Timberline, among others. In each case, we have required a certain amount of time for training and general knowledge of how each system works, the information it provides, and the ways in which each can be manipulated to provide accurate, current costs for each project we are working on.

CCS also uses its own system for costing projects, and in much the same way, information is updated regularly to ensure that rates, crews and prices associated with various elements are updated to incorporate any market trends, spikes or material, and labor shortages which could impact overall construction costs. Whether we utilize off the shelf systems or our own, it is the market survey and cost checking that we perform that has ensured our ability to prepare estimates which fall within a +/-5% delta from the bid results. Examples of our accuracy are shown earlier in this section.

Depending upon the software and training, it can take anywhere from a matter of weeks to months to become fully conversant with a given its capabilities, strengths and weaknesses. But it is through constant use that any software that we become more familiar with and capable of preparing estimates with that system in a faster manner. As mentioned earlier, CCS' accuracy is



attributed to the market analysis, ensuring the complexities of each project and design are clearly understood and that these factors are incorporated into the relevant section of each estimate.

### **Database of Material and Labor Pricing**

During the course of normal business, CCS provides cost management services on approximately 200 projects per year. As a result, we have been able to compile an extensive database of costs and contacts that we can utilize when new projects arise. CCS obtains and documents price quotations from contractors, sub-contractors and suppliers who have previous experience with similar projects, as well as from various published trade publications. CCS' philosophy on pricing is to obtain actual market information and then temper it with our experience and various reference materials.

Although pricing databases can be of great use for a general overview and rough order of costs, each project is unique and therefore needs to have accurate market pricing associated with it. To this end, CCS reaches out to the local market place to determine several things that may affect a project's costs and guarantee bids from a minimum of five bidders. These items can include:

- Anticipated costs of materials and/or particular elements
- Availability of firms in the market place to bid on a project
- Unique local challenges
- Opinions of the Owner and/or the Design Team

We utilize this information in conjunction with our own review of the project, schedule and construction/constructability constraints to ensure we price each project specific to its own needs and design.

### **Ability to Coordinate Input from Multiple Contractors**

CCS works on approximately 150 projects of various sizes and types nationally each year. As a result, we have an extensive database of resources in the form of contacts, contractors, subcontractors, material suppliers and vendors. We routinely reach out to these resources to get information about pricing, quality levels and schedules to procure such materials that can be incorporated into our estimates. With every resource and cost, CCS works to obtain at least three quotes to get an average price that is utilized in our cost estimates. We recognize that each contractor, when pricing the project, will have their own group of sub-contractors and suppliers that they will go to. To that end, we recognize that no two quotes will ever be the same and by using an average cost, we can more clearly guarantee our estimates being closer to the bid.

### **Schedule Adherence**

CCS has never failed to meet a project deadline. When beginning a cost estimating assignment, our staff will track the project, determine where our services best fit into the project schedule, and schedule the estimates accordingly.

CCS' business license is included at the end of this section.

### **Approach and Methodology**

CCS has extensive experience providing cost estimating services under Task Order Contracts and our cost professionals, many of whom are Certified Professional Estimators, understand the logistics involved in these types of contracts and the need for clear and concise communication between ourselves, the client, and any other parties involved in each project as they arise. Normally we dialogue with the client to understand what their final goal is for each task order and this is then detailed in a proposal outlining our scope and time frame to complete each task. Once the proposal has been approved and authorized by the client, CCS then puts the project into our production schedule.

Cost estimates are typically developed over a two-week time span, so although it can be difficult to determine workload far into the future, CCS' current and projected workload is such that we rarely foresee any potential conflicts, and our team is always able to place a high degree of emphasis and priority on task orders as they arise. This time frame also ensures we have the necessary time needed to reach out to the market and get the necessary feedback required to put accurate costing into each task.

Once the estimate is complete, a draft is issued to the client and their team for review and comment. Comments can either be provided electronically via email or verbally, and then we document this information, making whatever changes are required to the draft estimate to ensure the full scope and program has been incorporated into the final document. These could include construction schedule adjustments, material changes, reductions in scope, and an array of other elements. As part of the estimate document, we provide a list of all assumptions made during each phase of design to again ensure the entire team is in agreement as to what is and is not included in each task priced out by CCS.

With a full-time staff of dedicated cost estimators in-house, CCS is organized internally to track work and projects as they are awarded, the Notice-to-Proceed is given and a Project Manager is assigned. We have computerized tracking systems that aid this process, and weekly project and management level meetings to discuss all current and upcoming tasks. CCS' Principals are responsible for monitoring and directing resources and maintaining client contact to ensure that all contractual obligations are being met. This system of internal checks and balances ensures that projects are delivered on time and within pre-established budgets.

In addition to our current task order contract with the PBC, CCS is also currently providing cost estimates on a task order basis (as a Prime or as a Sub-Consultant) for other agencies including the Chicago Housing Authority, Chicago Transit Authority, the Illinois State Highway Tollway Authority, Stafford County Public Schools (Virginia), and Harris County, Texas.

### **CCS' Cost Estimating Approach**

CCS has established standard methods of operation that include formalized production processes and procedures, documentation and communication. We follow this philosophy when gathering information such as project logistics, scope, material price quotations, labor rates and productivity factors. To assure a proper audit trail, we have developed a variety of forms to aid in the process of information gathering, documentation and quality control.



**Identification of Project Requirements:** Because it is important for a project to be properly researched prior to commencement of the estimating process, CCS utilizes a Project Scope Checklist as a framework for information gathering when performing initial project reviews. This document is an essential part of our process that ensures a detailed, thorough estimate will be created. Estimates are prepared using computer systems that are flexible in terms of presentation and format. We have standardized our approach to the planning, organizing and management of cost estimating projects. Our process begins by discussing the project scope with the design team to define and understand key parameters and goals, as well as determine project-staffing needs.

**Project Briefing:** Utilizing CCS' Project Scope checklist, a more in-depth project briefing is conducted with the design team, where each building system is discussed and documented. Our technical staff prepares detailed quantity take-offs organized by major building systems such as foundations, slab-on-grade, exterior walls, roofing, and structural systems. Factors such as high cost, large quantities, tangible and intangible issues, and special items requiring quotations from contractors and suppliers are identified.

**Quantity Take-offs:** Quantities for all disciplines (architectural, structural, mechanical, electrical and civil) are documented utilizing computerized digitizers and standard quantity measurement tools. After quantity take-offs are completed and checked, a separate price reflecting the labor and material components for each line item in the estimate is developed based on specific project location. CCS also utilizes BIM Model files to review and check quantities for project consistency.

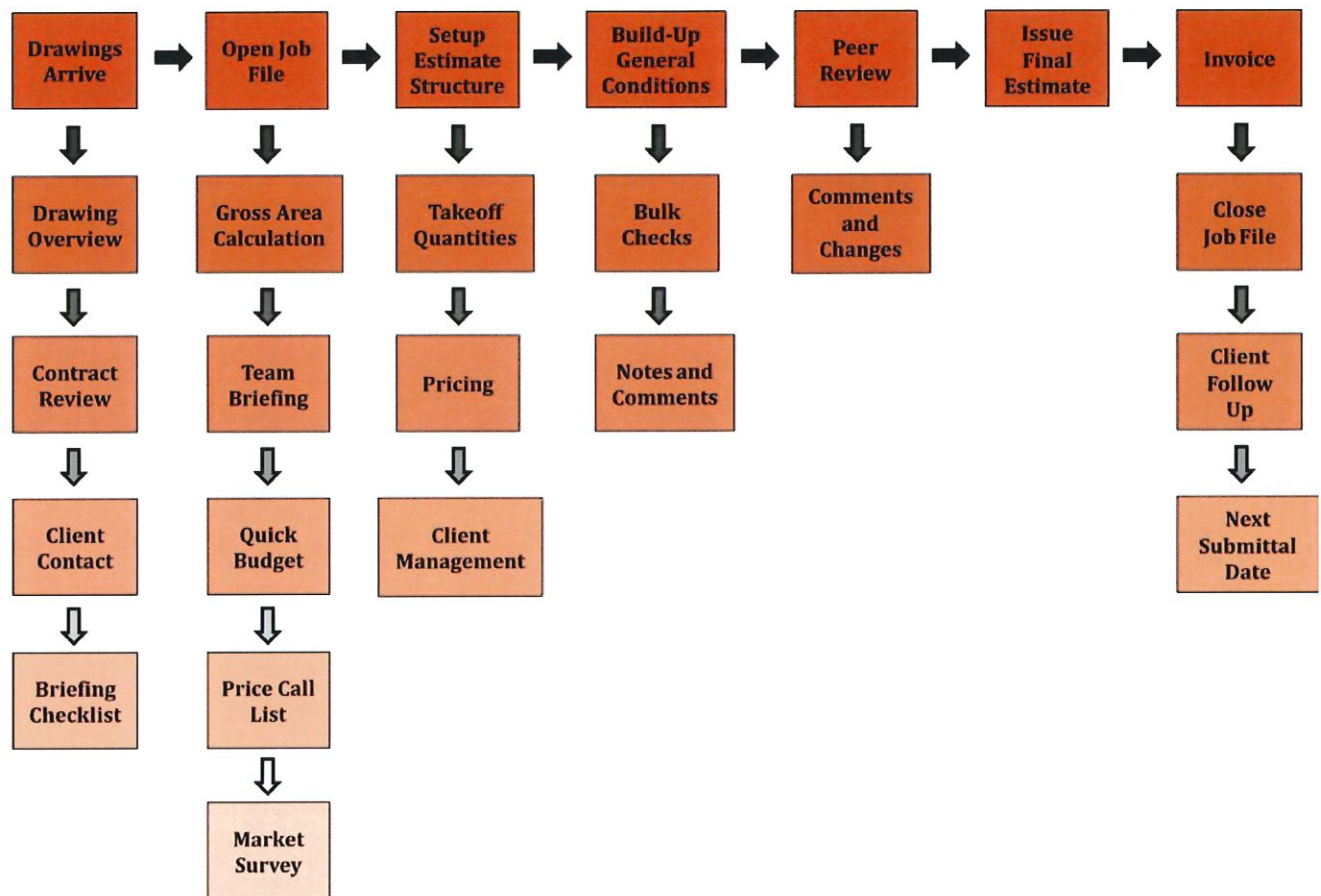
**Price Quotations:** CCS obtains and documents price quotations from contractors, sub-contractors and suppliers who have previous experience with similar projects, as well as from various published trade publications. CCS' philosophy on pricing is to obtain actual market information and then temper it with our experience and various reference materials. Our cost managers also review issues such as constructability, site access, contractual constraints, and phasing to produce an estimate that is as "real world" as possible.

**Quality Control:** To assure that no major errors have gone undetected, bulk quantities are compared against quantities in the estimates, and these values are then documented on Bulk Check Forms. A principal or senior project manager conducts a peer review, verifying that prices and work scope are appropriate for the project. To further ensure that all parties have a clear understanding of a project as it progresses, all team members agree upon any comments and/or changes before they are incorporated into the final report.

**Deliverables:** Once the process described above is complete, the estimate is then submitted to the client, who then has the opportunity to make comments that can be incorporated into the estimate. CCS diligently follows this process for all estimates at all stages of design completion (programming, conceptual, schematic, design development, and construction documents).

Deliverables are established in contract negotiations prior to notice-to-proceed, and services are performed in accordance with all applicable state, federal, and local laws, rules and regulations. Estimates can be produced in parameter cost model; conceptual, schematic, design development and construction document stages of design, and can be prepared in standard Uniformat, Master format or customized formats to meet specific project needs.

## Cost Estimating Process





## Additional Tasks

Additional tasks that CCS is capable of providing include:

- **Change order reviews**  
we can assist PBC project managers with review of any design change orders that may occur for a given project during the construction phase of work. This assists the Owner to ensure they are only paying for items and elements that have been approved, and not for overages or irrelevant items.
- **Constructability review and schedule review**  
With experts in Owner Representation on staff, CCS has the capacity to review the construction documents, sequencing and specifications for given tasks to ensure that the project can actually be constructed in the manner, time line and schedule as outlined.
- **Life-cycle costing**  
CCS can assist with life-cycle costing and has worked with several engineering and design firms, giving cost input on various elements of life-cycle costing on systems within a structure to aid in reducing long term costs of maintenance of a project. By providing costs associated with the various elements and looking at the life expectancy and initial cost of the system and element, CCS enables the Owner to make the highest and best decisions on how to use their funds efficiently at the project inception and through the anticipated life span of each element.
- **Scheduling**  
CCS has trained schedulers in-house who can work to review each project and prepare an accurate construction schedule for each. Cost loading a schedule adds value to the project management information system by incorporating the contract cost into the schedule database and projecting the expenditures over the course of the project. One of the benefits is that project owners have found it efficient and equitable to base progress payments on the cost-loaded schedule monthly update. For most federal projects, the monthly application for payment is based on progress of cost loaded work activities in the project execution schedule. Resource loading allows tracking, optimization and leveling of project resources which can include workers, equipment, trades, and even individual persons. This permits the reporting (and leveling) of resource curves, the identification of driving resources, the tracking of resource usage, and the handling of "resource conflicts" when two or more schedule activities require the same (limited) resource. Resource loading can provide a projection of resource peak requirements (for example, how many electricians will we need on site at the same time?) and allows the project management team to identify key or limited resources and plan accordingly.

### **Quality Assurance / Quality Control QA/QC Plan**

A key element of quality involves having a good understanding of client expectations and translating those expectations into a deliverable. CCS has established standard methods of operation that include formalized production processes and procedures, documentation and communication. We attribute much of our success to the disciplined adherence to these processes.

CCS has an extensive Quality Control Program in place to ensure that clients receive the most accurate deliverables possible. To ensure that all parties have a clear understanding of a project as it progresses, all telephone conversations regarding the project are documented on Project Telephone Log Forms to maintain a record of what was discussed. Any comments and/or changes are agreed upon by all team members before they are incorporated into the final report.

When developing a cost estimate, bulk quantities are compared against the quantities in the estimates and these values are documented on Bulk Check Forms to ensure that no major errors have gone undetected. Before delivering an estimate to a client, a principal or senior project manager not directly involved with the project does a "peer review", where prices, project scope, and general comments are verified and documented. CCS also utilizes project control quantities to review the ratio of various building systems to the project area. These control quantities help focus the team on reasons for cost differences and identify areas that have the most potential for value engineering.

### **Communication**

Clear and regular communication is key to any building project. As the PBC's Cost Manager, it is key that we be in a position to communicate clearly on all project issues and track all project information. We feel, however, that effective communication from the Owner's perspective needs to focus clearly on project goals and any issues that threaten those goals. The major forums for communication throughout the project are:

- Monthly sit-down meetings with Executive Director and Deputy Directors to cover:
  - Trends
  - Capacity
  - Market saturation
  - Proactive communication for upcoming design team project meetings
  - Outside influences on the project
- Owner's regular team meetings
- Regular OAC (Owner/Architect/Contractor) project meetings



# Business License



## CITY OF OAKBROOK TERRACE

17W275 BUTTERFIELD ROAD  
OAKBROOK TERRACE, IL 60181  
630-941-8300 FAX 630-941-7254

Alderman Ward 1  
Paul M. Esposito  
Tom Thomas

Alderman Ward 2  
Frank J. Vlach  
Dennis Greco

Alderman Ward 3  
Robert W. Przychodni  
David Swartz

EFFECTIVE DATE: 5/1/2017

EXPIRATION DATE: 4/30/2018

LICENSE NUMBER: 00061

BUSINESS NAME: CCS International, Inc. (CCS)

LOCATED AT: 1815 S Meyers Road Suite 1070

Licenses subject to provisions of all Ordinances now in effect and that may hereinafter be passed by the  
City of Oakbrook Terrace



*Tony Paquetti*

MAYOR

*Michael Shackley*

CITY CLERK

# Business License



## CITY OF OAKBROOK TERRACE

17W275 BUTTERFIELD ROAD  
OAKBROOK TERRACE, IL 60181  
630-941-8300 FAX 630-617-0036

**Alderman Ward 1**  
Paul M. Esposito  
Tom Thomas

**Alderman Ward 2**  
Frank J. Vlach  
Dennis Greco

**Alderman Ward 3**  
Robert W. Przychodni  
David Swartz

**EFFECTIVE DATE:** 5/1/2018

**EXPIRATION DATE:** 4/30/2019

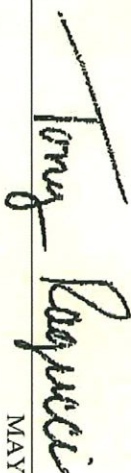
**LICENSE NUMBER:** 00062

**BUSINESS NAME:** Coordinated Construction Project Control Services

**LOCATED AT:** 18W140 Butterfield Road 15th Floor

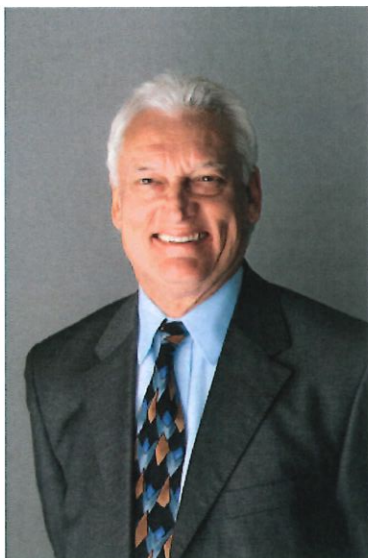
Licenses subject to provisions of all Ordinances now in effect and that may hereinafter be passed by the  
City of Oakbrook Terrace



  
MAYOR

ATTEST:   
CITY CLERK





## **Ian Parr, CPE**

President

### **Project Role: Quality Assurance / Quality Control**

Mr. Parr, as founder and president of CCS International, Inc., serves as project executive with overall responsibility for operations, business development, contractual and administrative matters, customer satisfaction as well as quality assurance of all projects. He is responsible for the implementation of the strategic direction of the operation and expansion of CCS' services and resources.

Mr. Parr has extensive experience in project management, cost management and project controls, including experience with initial project development and turnaround of distressed projects. He is considered an expert in the field of project definition and risk management.

Mr. Parr developed a systematic approach to process management from the Owner's perspective throughout the life cycle of a project, beginning with pre-design, continuing through design and construction and into long-term ownership costs. The CCS proprietary process management process has resulted in a long history of successful projects.

As Project Manager, Cost Manager, Expert Witness, Contract Specialist and Project Executive, Mr. Parr has performed both preconstruction and construction phase services. His experience covers all major project types in both public and private sectors. Mr. Parr has extensive domestic and international experience.

A nationally recognized speaker on initial project definition and project risk evaluations, Mr. Parr has over 50 years of industry experience and has overseen many of the contracts CCS has held with various Chicago agencies including the Public Building Commission of Chicago.



### **Experience**

39 years with firm  
53 years in industry

### **Education**

Institute of Building, England  
Auckland University  
Auckland, New Zealand  
Distinction in Arbitration

Certified Professional Estimator  
American Society of Professional  
Estimators (1980)

### **Papers**

"Well-Done, Well-Defined Projects",  
South Florida Hospital News

"A Realistic Approach to Risk",  
American Association of Cost  
Engineers 41st Annual Meeting  
(Dallas, TX)

"Project Definition: Starting Off on  
the Right Foot", Illinois Real Estate  
Journal, September

### **Select Project Experience**

- Public Building Commission of Chicago - Cost Estimating Services  
(term contract, 2016 – present)
- City of Chicago, Department of Planning and Development  
Planning NOW Services, Target Market Program  
(term contract, 2016-2021)
- Rush University Medical Center - Cost Estimating Services  
(term contract, 2016 – present)
- Chicago Housing Authority - Capital Improvement Program  
(term contract, 2004-2007)
- Obama Presidential Center  
(concept estimates, 2016-2017)



### Experience

34 years with firm

34 years in industry

### Education

B.S. / Industrial Technology  
(concentration in Bldg  
Construction)  
University of Wisconsin-Stout  
Menomonie, WI

Certified Professional Estimator,  
1992

## Paul Laudolff, CPE

Vice President, Director of Cost Management Services

### Project Role: Principal-in-Charge

Mr. Laudolff is a Principal and Vice President of CCS. As Director of Cost Management Services, he is responsible for the overall supervision of CCS project managers and estimating teams, coordinating all activities to ensure that projects progress on schedule and within their prescribed budgets. Mr. Laudolff works closely with the firm's Operations Managers to outline work plans and staffing needs, prepare proposals, and brief team members for specific projects. With an extensive cost management background, he also reviews final estimates with clients, making suggestions and solutions for potential cost problem areas.

As a project manager and senior cost manager in the architectural, structural and civil disciplines, Mr. Laudolff's experience includes parametric cost estimating and modeling; fiscal risk management; total project budget development; constructability reviews; value engineering; bid evaluation; change order analysis; facility management planning; and business operations planning. With over 30 years of construction industry knowledge and experience, Mr. Laudolff's experience includes hundreds of projects of all types and sizes nationwide. This experience has exposed him to a wide range of cost and risk issues, enabling him to develop a core competence in all aspects of project cost management.

A Certified Professional Estimator, Mr. Laudolff is treasurer of the Chicago chapter of the American Society of Professional Estimators (ASPE) and is also a member of the Association for the Advancement of Cost Engineering (AACE).

### Select Project Experience (as Principal-in-Charge / Project Manager)

- Public Building Commission of Chicago - Cost Estimating Services (term contract, 2016 – present)
- Public Building Commission of Chicago - School Estimate Reviews Chicago, IL (2007)
- PBC, Chicago Children's Advocacy Center (2013)
- PBC, Ebinger Elementary School - New Annex (2017)
- PBC, Gale School Community Center (2007)
- PBC, 12th District Police Station (2007)
- PBC, Ogden International School of Chicago (2014)
- PBC, South Side High School (2018)
- PBC, Millennium Park and Grant Park Parking Garage (1999)





## **Robert Svoboda, Jr., CPE**

Technical Services Director

**Role: Project Manager / Senior Cost Manager**

As CCS' National Director of Technical Services, Mr. Svoboda is responsible for the compilation of complete project estimates at all phases of design including conceptual, schematic, design development, working drawing, and construction document. He manages the workload of CCS' cost estimating teams, conducts peer reviews on all cost estimates, and ensures that internal estimating processes are followed and documented.

A Senior Cost Manager in the architectural, structural and civil disciplines, Mr. Svoboda routinely conducts quantity take offs, obtains market pricing, reviews plans and specifications, conducts change order reviews, and participates in value engineering exercises. With a broad knowledge of estimating practices and extensive knowledge of market pricing and pricing sources, he has a strong knowledge base for handling complex projects of all types and sizes nationwide. Mr. Svoboda is often asked to prepare comparative cost estimates of alternative construction methods and materials, making suggestions for the most effective course of action.

A Certified Professional Estimator, Mr. Svoboda is an active member of the Association for the Advancement of Cost Engineering (AACE) and is currently the 1st Vice President of the Chicago Chapter of the American Society of Professional Estimators (ASPE). He has been involved in over 500 projects of all types and sizes nationwide since joining CCS.



### **Experience**

17 years with firm

30 years in industry

### **Education**

B.S. / Business Administration  
St. Norbert College - DePere, WI

Certified Professional Estimator,  
2008

### **Select Project Experience (as Project Manager /Senior Cost Manager)**

- Public Building Commission of Chicago - Cost Estimating Services (term contract, 2016 – present)
- PBC/Chicago Park District - Valley Forge Park Field House (2009)
- PBC/ Chicago Public Library - Dunning / West Addison Branch (2009)
- PBC, Ebinger Elementary School - New Annex (2017)
- PBC, Richard J. Daley College - Engineering and Advanced Manufacturing Center (2018)
- PBC, 23rd District Police Station (2008)
- PBC, South Side High School (2018)
- PBC, City of Chicago - Operation Virtual Shield (2008)
- Cook County Building - 118 N. Clark Street (2018)
- City of Chicago - Library Improvement Program (2014)
- Navy Pier - Family Pavilion and South Arcade Renovation (2013)



**Jeffrey S. Harding**  
Senior Cost Manager

**Project Role: Senior Cost Manager (Mechanical)**

Mr. Harding is a Senior Cost Manager specializing in the mechanical discipline. He has experience providing cost estimates at all stages from conceptual design through construction documents for up to \$50 Million mechanical packages. Day-to-day responsibilities include obtaining unit and labor/material pricing, conducting change order reviews, and participating in value engineering exercises.

In addition to cost management, Mr. Harding also has experience in construction management. He has performed scope analysis and assisted cost estimators during the bid process on projects of all types and sizes. He has also performed pre-construction services for a variety of building types including hospitals, laboratories, colleges, residential housing developments, office buildings, and sports complexes. Mr. Harding also has experience reconciling mechanical projects with owners, cost consultants, engineers, and architects.

Prior to joining CCS, Mr. Harding was a Senior Mechanical Estimator and Project Manager with an east coast consulting firm where he was responsible for estimating, closing, buy out, construction, and commissioning of projects per mechanical construction documents. He has also worked with a construction management firm where he was responsible for managing BAS/EMS projects and generated project execution plans and schedules.

Mr. Harding is an active member of the American Society of Professional Estimators (ASPE) has been involved in over 275 projects of all types and sizes since joining CCS.

**Experience**

6 years with firm

33 years in industry

**Education**

B.S. / Business Management  
University of Massachusetts  
Boston, MA

Certificate / Mechanical  
Engineering / Construction  
Estimating / CAD  
Northeastern University  
Boston, MA



**Select Project Experience (as Mechanical Cost Manager)**

- Public Building Commission of Chicago - Cost Estimating Services (term contract, 2016 – present)
- PBC, CPS - Chicago Vocational Career Academy - Campus-Wide Additions and Renovations (2012)
- PBC, Chicago Children's Advocacy Center (2013)
- PBC/CPS - Edison Park Elementary School - New Annex (2012)
- PBC, Read Dunning Salt Dome (2018)
- PBC, Richard J. Daley College - Engineering and Advanced Manufacturing Center (2018)
- PBC/CPS - South Loop Elementary School (2017)
- PBC/CPS - South Side High School (2018)
- PBC/Chicago Park District - Williams Park Fieldhouse (2018)





## **Renato "Rey" Tangaran, LEED AP**

**Cost Manager**

### **Project Role: Cost Manager (Mechanical)**

Mr. Tangaran is a Cost Manager in the mechanical discipline. He provides detailed cost estimates at all phases of design for specialties such as HVAC (ductwork, hydronic piping and equipments), plumbing, and fire protection. Mr. Tangaran also has experience developing conceptual cost estimates for new construction, alterations, additions and renovation projects for a variety of building types. In addition, he also participates in value engineering exercises, back charge assessments, change order reviews, and life cycle cost analysis.

With over 20 years of industry experience, Mr. Tangaran has extensive knowledge of construction materials and methodology and can develop concise mechanical labor and material quantity take-offs. He also has experience carrying out measurement exercises and has prepared Bills of Quantities.

Prior to joining CCS, Mr. Tangaran was active in the construction industry with positions such as Mechanical Estimator, Quantity Surveyor, and Site Supervisor. He has extensive experience working with the federal government on projects both in the U.S. and abroad. He has developed cost estimates using a variety of estimating programs such as SUCCESS and MII and is knowledgeable in CAD Measure.

Mr. Tangaran is a LEED Accredited Professional (LEED AP) and is active in a variety of industry-related associations. He has been involved in over 150 projects of all types and sizes nationwide since joining CCS.



### **Experience**

7 years with firm

27 years in industry

### **Education**

B.S. / Civil Engineering (BSCE)  
TTMIST - Calbayog City,  
Philippines

LEED Accredited Professional,  
2009

### **Select Project Experience (as Mechanical Cost Estimator)**

- Public Building Commission of Chicago - Cost Estimating Services (term contract, 2016 – present)
- PBC, Chicago Children's Advocacy Center (2013)
- PBC/CPS – Dore Elementary School (2018)
- PBC, Read Dunning Salt Dome (2018)
- PBC/CPS - South Loop Elementary School (2017)
- City of Chicago - Library Improvement Program (2014)
- Chicago Housing Authority - Wicker Park Apartments, Physical Condition Assessment (2015)
- Maggie Daley Park - Bicentennial Field House (2014)
- Navy Pier - Pierscape Project (2015)



**Rick Nolte, RA, CPE**  
Senior Cost Manager

**Role:** Senior Cost Manager (Architectural / Structural / Civil)

Mr. Nolte is a Senior Cost Manager in the architectural, structural and civil disciplines. He routinely develops detailed cost estimates at all phases of design including conceptual, schematic, design development, working drawing, and construction document. Other day-to-day responsibilities include quantity take-offs and obtaining unit and labor/material pricing.

With over 34 years of experience in the industry, Mr. Nolte has held a variety of positions that have given him a wealth of knowledge in the areas of cost management, pre-construction analysis, construction management, and project management. He has extensive experience in a variety of markets including healthcare, commercial/retail, industrial, telecommunications, institutional, mixed-use facilities, and multi-family residential developments.

A Certified Professional Estimator, Mr. Nolte is also a Registered Architect (Texas and Wisconsin) and is an active member of several industry associations including the American Society of Healthcare Engineers (ASHE), American Institute of Architects (AIA), and the Construction Specifications Institute (CSI). He is also Treasurer of the Chicago Chapter of the American Society of Professional Estimators (ASPE).



**Experience**

5 years with firm

39 years in industry

**Education**

B.S. / Construction Project Management  
John Brown University - Siloam Springs, AR

M.S. / Strategic Management  
Indiana Wesleyan University - Marion, IN

Certified Professional Estimator,  
2014  
Registered Architect (WI & TX)

**Select Project Experience (as Senior Cost Manager)**

- PBC, Chicago Children's Advocacy Center (2013)
- Chicago Housing Authority - Wicker Park Apartments, Physical Condition Assessment (2015)
- Chicago Housing Authority - 5501 South Morgan, Physical Condition Assessment (2016)
- City of Chicago - Library Improvement Program (2014)
- City Colleges of Chicago, Olive-Harvey Community College - Transportation, Distribution and Logistics (TDL) Center (2013)
- Chicago Transit Authority - 95th Street Terminal Expansion (2015)
- Jesse Brown VA Medical Center - Video Security Corrections (2017)
- McCormick Place - West Central Plant (2014)
- Navy Pier - Pierscape Project (2015)





## **Jeffrey Klima**

**Cost Manager**

**Project Role: Cost Manager (Architectural / Structural / Civil)**

Mr. Klima is a Cost Manager in the architectural, structural and civil disciplines. He has experience providing estimates at all phases of design, including conceptual, schematic, design development, working drawing and construction document. In addition to providing cost estimates, Mr. Klima's responsibilities also include quantity take-offs, obtaining unit and labor/material pricing and market surveys to ensure the most accurate estimates.

Prior to joining CCS, Mr. Klima was a Project Manager for the senior living department of a remodeling company where he specialized in American with Disabilities Act (ADA) restroom construction and also obtained pricing quotes from qualified contractors and vendors. With over nine years of industry experience, his skills also include laying tile, tub and shower pan installation, tub to shower conversions, sanitary, drainpipe work, and glass shower wall installation.

Mr. Klima has been involved in over 100 projects of all types and sizes nationwide since joining CCS.

### **Experience**

4 years with firm

13 years in industry

### **Education**

Construction Program Courses  
College Of DuPage  
Glen Ellyn, IL

### **Select Project Experience (as Cost Manager)**

- Public Building Commission of Chicago - Cost Estimating Services (term contract, 2016 – present)
- PBC/CPS - Ebinger Elementary School - New Annex (2017)
- PBC/CPS - Mt. Greenwood Elementary School - Annex II (2017)
- PBC/CPS - Ogden International School of Chicago (2014)
- PBC, Richard J. Daley College - Engineering and Advanced Manufacturing Center (2018)
- PBC/CPS - South Side High School (2018)
- Chicago Housing Authority - Roosevelt Square Master Plan (2015)
- CHA/CPL - Independence Library and Apartments (2017)
- Chicago Union Station - Phase 1A Improvements (2017)
- City of Chicago - Library Improvement Program (2014)
- Navy Pier - Pierscape Project (2015)
- Obama Presidential Center (2017)



**James Rogers**  
Senior Electrical Cost Manager

**Project Role: Senior Cost Manager (Architectural / Structural / Civil)**

Mr. Rogers is a Senior Cost Manager in the electrical discipline. He provides electrical estimates at all phases of design and is familiar with all typical electrical components and systems including lighting, power distribution, receptacles, equipment connections, grounding, fire alarm, telephone, data, and security systems.

Day-to-day responsibilities include preparing itemized takeoffs for projects and contacting suppliers and reviewing historical data to determine costs for all electrical components. Mr. Rogers also analyzes time restraints and the complexity of electrical systems to determine the impact on the cost of labor and installation. In addition to preparing cost estimates, Mr. Rogers solicits vendors and subcontractors for pricing, develops value engineering alternatives and solutions, and also provides technical direction and training to entry-level associates.

As the former Secretary of the Chicago Chapter of the American Society of Professional Estimators (ASPE), Mr. Rogers has extensive knowledge of the local market and has been involved in over 900 projects of various types and sizes nationwide since joining CCS.



**Experience**

12 years with firm

45 years in industry

**Education**

Courses in Science  
Union University - Jackson, TN

**Select Project Experience (as Senior Cost Manager)**

- Public Building Commission of Chicago - Cost Estimating Services (term contract, 2016 – present)
- PBC, Chicago Children's Advocacy Center (2013)
- PBC, Chicago Vocational Career Academy - Campus-Wide Additions and Renovations (2012)
- PBC/Chicago Public Library – Dunning/West Addison Branch (2009)
- PBC, Ebinger Elementary School - New Annex (2017)
- PBC, Richard J. Daley College - Engineering and Advanced Manufacturing Center (2018)
- PBC, South Side High School (2018)
- PBC, Ogden International School of Chicago (2014)
- PBC/Chicago Park District - Valley Forge Park Field House (2009)
- PBC, 23rd District Police Station (2008)
- City of Chicago - Library Improvement Program (2014)
- Navy Pier - Pierscape Project (2015)
- Obama Presidential Center (2017)



## **Craig Perina**

### **Electrical Cost Manager**

#### **Project Role: Cost Manager (Electrical)**

Mr. Perina is a Cost Manager in the electrical discipline. He provides electrical estimates at all phases of design and is familiar with a variety of electrical components and systems including lighting, power distribution, receptacles, equipment connections, telephone, data, and security systems.

With almost 30 years of experience, Mr. Perina is well versed in all facets of the electrical industry and has experience with contract negotiations, design-build, project estimating, electrical codes, material buy-out and project documentation.

Mr. Perina excels at managing complex projects concurrently and communicating effectively with engineers, architects, vendors, consultants and customers to deliver results on time and within budget. He has demonstrated experience in budget and cost control, cost management, and value engineering.

Prior to joining CCS, Mr. Perina worked for one of the largest electrical contractors in Illinois where he was a Project Manager and Estimator within the commercial division. Throughout his career he has successfully completed numerous projects ranging from small scale renovations to multi-million dollar new construction developments. He has experience with a variety of industry software including Accubid Estimating System, Accubid Change Order Pro, Microsoft Project, and Timberline.

#### **Select Project Experience (as Cost Manager)**

- Public Building Commission of Chicago - Cost Estimating Services (term contract, 2016 – present)
- PBC, Ebinger Elementary School - New Annex (2017)
- PBC, South Side High School (2018)
- PBC/CPS – Dore Elementary School (2018)
- PBC, Read Dunning Salt Dome (2018)
- PBC/Chicago Park District - Williams Park Fieldhouse (2018)
- PBC/Chicago Park District, Ford Calumet Environmental Center (2017)
- Chicago Public Library – West Pullman Branch (2004)
- Cook County Building - 118 N. Clark Street (2018)
- Chicago Housing Authority - Irene McCoy Gaines Apartments (2018)
- CTA Damen Green Line (2018)
- Kennedy King College, Building U (2006)



#### **Experience**

1 year with firm

29 years in industry

#### **Education**

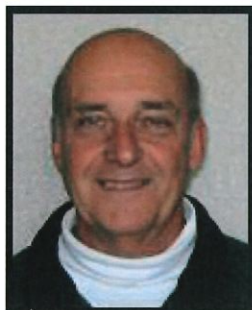
Associates Degree, Architecture  
Harper Community College  
Palatine, IL

Supervising Electrician License,  
1983

30 hour OSHA Safety Certification

## Paul Smith

## Senior Estimator



### Education and Training

Northwestern University  
Evanston, IL  
*Bachelor of Science in Civil Engineering*  
OSHA Certificates – 30 hour  
*Excavation Competency*  
*Powerline Awareness*  
HAZWOPER  
e-RAILSafe

**Years of Experience** 47

Mr. Smith is a Civil Engineer / Estimator with over 47 years of experience. He is experienced in water resource projects, intermodal rail construction, major commercial and industrial projects, all aspects of highway construction and complex roadway projects, and heavy-highway-marine bridge and concrete construction.

Strengths include major projects supervision, infrastructure management, and civil construction estimating.

### CCPCS Senior Estimator

Provided cost estimating services for PBC/CPS projects: South Shore, Ebinger and Mt. Greenwood Schools.  
Developed design estimates and hard bid estimates for various designers and contractors on projects related to Chicago Department of Water, University of Chicago, infrastructure projects related to the IL Tollway, and for Chicago Housing Authority.

### MWH Global Civil Estimator

Estimated civil construction work with an emphasis on water resource projects – dam construction/reconstruction, WWTP's, rehab of gates, pumping stations, fish ladders, mine tailing storage facilities, channel improvements, dredging, pipelines.  
Evaluated change order work for existing projects.

### R. T. Milord Co. Engineer

Supervised intermodal rail construction, earthmoving, drainage, air lines/compressors, track work, high-mast lighting, soil cement, soil nail walls, retaining walls, cofferdams and pile foundations, bridge reconstruction, electrical, paving, building demolition.  
Estimated major rail projects-intermodal yards, new track, facility upgrades, wrote contracts, let out bid packages.  
Clients are Class 1 Railroads – CSX, NS, UP, BNSF.

### Skyway Concession Co. LLC

#### Infrastructure Manager/Estimator

Estimated, wrote, tendered, then managed contracts on I-90 - 11 bridges, roadwork, MSE wall, new toll plazas, new garage, hazardous soil remediation. Responsible for budget estimates and contract administration.  
Monitored progress, coordinated traffic phasing with other expressway work on I-94.

### Kajima Construction Services

#### Engineer

Supervised major commercial and industrial projects – distribution/warehouse facilities, library and plant renovations.

Managed all aspects of work – foundations, concrete, structural steel, utilities, earthmoving, masonry, HVAC, fire protection, curtainwalls, interior finishes, deck/roofing, commissioning of specialty systems, environmental issues, managed QA/QC program.

### Plote Excavation, Inc. Engineer

Supervised intermodal rail construction, earthmoving, drainage, air lines/compressors, track work, high-mast lighting, soil cement, soil nail walls, retaining walls, cofferdams and pile foundations, bridge reconstruction, electrical, paving, building demolition.

Estimated major rail projects-intermodal yards, new track, facility upgrades, wrote contracts, let out bid packages.

### Palumbo Brothers, Inc. Superintendent

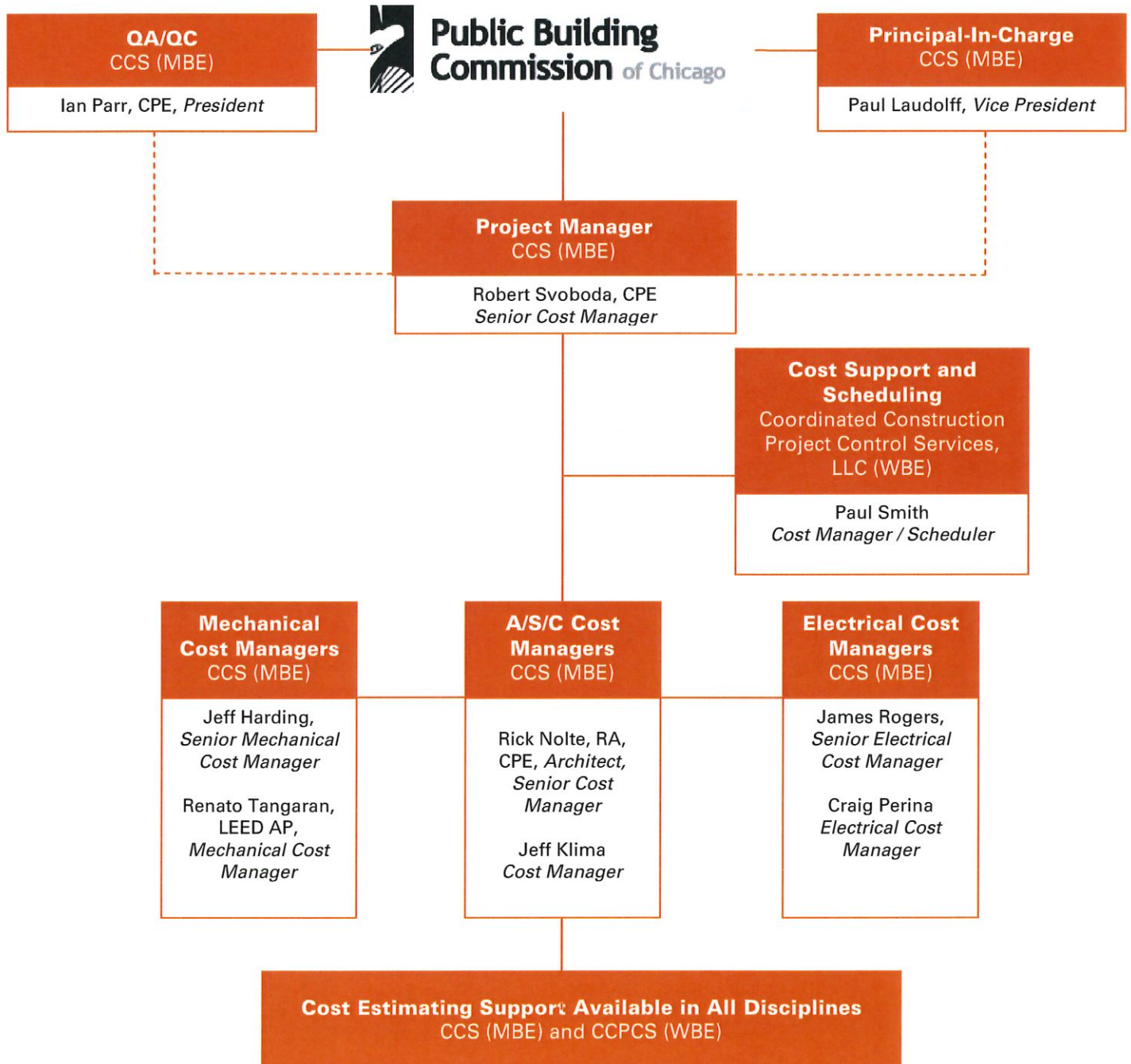
Supervised complex roadway projects in and around Chicago: large mass earthmoving, bridges, retaining walls, slipform concrete pavement, barrier wall.

### Kenny Construction Estimator/Engineer

Estimated heavy-highway-marine, bridge and concrete construction, flood control work, cofferdams, mass grading and earthmoving highway projects, plan & scope review, quantity takeoffs, analysis of subcontractor bids, electrical/mechanical systems.



## Organization Chart



## EXHIBIT A – LEGAL ACTIONS

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(Attached and Incorporated Hereto)



## EXHIBIT A – LEGAL ACTIONS

FIRM NAME CCS International, Inc.

### I. LEGAL ACTIONS

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

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

## EXHIBIT B – DISCLOSURE AFFIDAVIT

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(Attached and Incorporated Hereto)



## EXHIBIT B – DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Gavin Parr, as CEO  
Name Title

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

RESPONDENT			
Name of Firm:	CCS International, Inc.		
Address:	1815 S. Meyers Road, Suite 1070		
City/State/Zip:	Oakbrook Terrace, IL 60181		
Telephone:	630-678-0808	Facsimile:	630-678-0858
FEIN:	36-3121876	SSN:	N/A
Email:	GParr@CCSdifference.com		
Nature of Transaction:			
<input type="checkbox"/> Sale or purchase of land <input type="checkbox"/> Construction Contract <input checked="" type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

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

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

## EXHIBIT B – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

<b>State of Incorporation or Organization:</b>		IL
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>	Oakbrook Terrace / IL / 60181	
<b>Telephone:</b>	630-678-0808	
<b>Identify the names of all officers and directors of the business entity.</b> (Please attach list if necessary.)		
<b>Name</b>	<b>Title</b>	
Ian Parr	President	
Gavin Parr	CEO	
Paul Laudolff	Vice President	
Clive Bransby	Principal	
Graham Harwood	Principal	
<b>Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity.</b> (Please attach list if necessary.)		
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>
Ian Parr	1815 S Meyers Rd, Oakbrook Terrace IL 60181	68.09 %
Paul Laudolff	same	13.00 %
Clive Bransby	same	10.05 %
Gavin Parr	same	8.12
<b>LLC's only, indicate Management Type and Name:</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>Name:</b>
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>		<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial Ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		



## EXHIBIT B – DISCLOSURE AFFIDAVIT

### B. PARTNERSHIPS

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

### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

## EXHIBIT B – DISCLOSURE AFFIDAVIT

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### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-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 Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-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 judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
  - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.



## EXHIBIT B – DISCLOSURE AFFIDAVIT

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### B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontract with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

### C. STATE TAX DELINQUENCIES

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

## EXHIBIT B – DISCLOSURE AFFIDAVIT

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

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

### D. OTHER TAXES/FEES

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

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

### E. PUNISHMENT

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

### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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



## EXHIBIT B – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

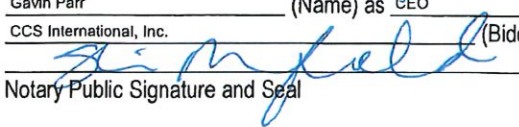
### I. VERIFICATION

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

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

  
Signature of Authorized Officer  
**Gavin Parr**  
Name of Authorized Officer (Print or Type)  
CEO  
Title  
630-678-0808  
Telephone Number

State of Illinois  
County of DuPage

Signed and sworn to before me on this 5th day of September, 2018 by  
Gavin Parr (Name) as CEO (Title) of  
CCS International, Inc. (Bidder/Proposer/Respondent or Contractor)  
  
Notary Public Signature and Seal



## EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

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(Attached and Incorporated Hereto)



## EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

### Definitions and Disclosure Requirements

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

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

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

### Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s): RFP for Construction Cost Estimating Services, PS3008

Description of goods or services to be provided under Contract: Construction Cost Estimating Services

Name of Consultant: CCS International, Inc.

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Consultant's participation in the contract or other transactions with the Commission.

Date of Issue: August 8, 2018

PBC: Request for Proposals for Construction Cost Estimating Services\_PS3008

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Date Printed: December 27, 2018

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## EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

- b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
- c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Consultant and that the information disclosed herein is true and complete.

Signature

Gavin Parr

Name (Type or Print)

9/5/18

Date

CEO

Title

Subscribed and sworn to before me

this 5th day of September 2018

Notary Public





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

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(Attached and Incorporated Hereto)

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

1. Policy Statement

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

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.
- c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification..
- d. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

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



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

#### 4. Determining MBE/WBE Utilization

- a. The methodology for determining MBE and WBE utilization will be determined for purposes of analysis with respect to this contract as follows:
- b. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- c. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
- d. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
  - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
  - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or

WBE ownership percentage.

- e. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
  - e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
  - f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
  - g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.
5. Submission of Proposals
- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
    - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.
    - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
    - (3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
    - (4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.



- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Proposers are prohibited.
- 6. Evaluation of Compliance Proposals
  - a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
  - b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
  - c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
  - d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by
- 7. Request for Waiver
  - a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
  - b. Good Faith efforts to achieve participation include but are not limited to:
    - (1) Attendance at the Pre-bid conference;
    - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
    - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
    - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues



- oriented toward and minority and woman-oriented;
- (5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/associations;
  - (6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;
  - (7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;
  - (8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;
  - (9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.
  - (10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - i. The name, address and telephone number of MBE and WBE firms contacted;
    - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - (11) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation;
  - (12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;
  - (13) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - (14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.
  - (15) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Bidder, may grant a waiver request upon the determination that:
- (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
  - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Established Business Participation in the MBE and WBE Procurement Program
  - a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
    - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
    - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
    - (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
  - b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.
9. Failure To Achieve Goals
  - a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:
    - (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
    - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
    - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.
    - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
    - (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
    - (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a



contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

- (7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
  - (8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.
  - (9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
  - (10) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- b. In the event the Public Building Commission Procurement Officer determines that the Contractor did not make a good faith effort to achieve the goals, the Contractor may file a Dispute to the Executive Director as provided in the Section on Disputes.

#### 10. Reporting and Record-Keeping Requirements

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

#### 11. Disqualification of MBE or WBE

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

misrepresentation of the status of the disqualified sub-consultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Contractor of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Contractor shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Contractor of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
  - (1) If needed and in order to sustain the fulfillment of the MBE/WBE contract requirements, the Contractor must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work.
  - (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) unavailability after receipt of reasonable Notice to Proceed; b) failure of performance; c) financial incapacity; d) refusal by the subcontractor to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subcontractor to meet insurance, licensing or bonding requirements; g) the subcontractor's withdrawal of its bid or proposal; or h) decertification of the subcontractor as MBE or WBE.
  - (3) The Contractor's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Contractor; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
  - (4) The Contractor's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms, as enumerated above in Section on Submission of Bid Proposals.
  - (5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) business days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the



case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

- (6) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) business days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.
  - i. The Executive Director will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary for the Contractor in order to comply with MBE/WBE contract requirements.
  - ii. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

#### 14. Non-Compliance

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

#### 15. Severability

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SCHEDULE B**  
**Joint Venture Affidavit**

**(SCHEDULE FOLLOWS)**



**SCHEDULE B**  
**Joint Venture Affidavit (1 of 3)**

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

A. Name of joint venture \_\_\_\_\_

B. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_

C. Phone number of joint venture \_\_\_\_\_

D. Identify the firms that comprise the joint venture

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

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

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

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

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

E. Nature of joint venture's business

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

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing \_\_\_\_\_%

2. Capital contributions, including equipment \_\_\_\_\_%

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

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

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

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

---

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

1. Financial decisions

---

2. Management decisions such as:

- a. Estimating

---

- b. Marketing and Sales

---

- c. Hiring and firing of management personnel

---

- d. Other

---

3. Purchasing of major items or supplies

---

4. Supervision of field operations

---

5. Supervision of office personnel

---

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

---

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

---

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

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

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

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

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_  
to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

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

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

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

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

Commission expires:  
(SEAL)

Commission expires:  
(SEAL)

**SCHEDULE C**

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

**(SCHEDULE FOLLOWS)**

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

Name of Project: \_\_\_\_\_

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

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

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

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

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

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

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

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

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

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



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

**PARTIAL PAY ITEMS**

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

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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 Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

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

BY:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)

IF APPLICABLE:

BY:

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

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

**SCHEDULE D**

**Affidavit of Professional Service Provider Regarding MBE/WBE Participation**

**(SCHEDULE FOLLOWS)**

**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 Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Bid		%	%

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



**SCHEDULE D**

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

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

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

BY:

\_\_\_\_\_  
Name of Contractor (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

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

## EXHIBIT E – INSURANCE REQUIREMENTS

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(Attached and Incorporated Hereto)



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

1/11/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> Risk Strategies Company 650 Dundee Road Suite 170 Northbrook IL 60062		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> CCS International, Inc. 1815 S. Meyers Rd., #1070 Oakbrook Terrace IL 60181		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers Prop. Casualty Co of Amer INSURER B: Charter Oak Fire Insurance INSURER C: Travelers Indemnity Company INSURER D: Continental Casualty Company INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: CL1842362319

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & ..... <input checked="" type="checkbox"/> Subject to..... GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-002J105416  Non-Contributory Written Contract	5/8/2018	5/8/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA-2F958113	5/8/2018	5/8/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-2F983134	5/8/2018	5/8/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4K870792	5/8/2018	5/8/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			MCH591874967	5/8/2018	5/8/2019	Per Claim 5,000,000 Aggregate 5,000,000

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

RE: Construction Cost Estimating Services - PS3008 - The Public Building Commission of Chicago, the City of Chicago, the Board of Education of the City of Chicago, and any other User Agency as required by written Contract, and their Board Members, Employees, Elected Official, Officers or Representatives are included as additional insureds per blanket endorsement as respect GL, subject to written contract requiring same. GL is primary & non-contributory.

## CERTIFICATE HOLDER

## CANCELLATION

The Public Building Commission of Chicago

**APPROVED**

**JLB**

**1/11/19**

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

Michael Christian/CID

*Michael Christian*

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