



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

**PROFESSIONAL SERVICES
AGREEMENT**

**PHOTOGRAPHIC DOCUMENTATION
SERVICES (PS3095A)**

PUBLIC BUILDING COMMISSION OF CHICAGO

AND

MORENO ARCHITECTS, LTD. D/B/A JGMA

FOR

**PHOTOGRAPHIC DOCUMENTATION SERVICES
PS3095A**

Public Building Commission of Chicago

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

FIRM NAME:	Moreno Architects, Ltd. d/b/a JGMA
CONTACT NAME:	Juan Gabriel Moreno, President
CONTACT TELEPHONE:	(773) 294-1056
CONTACT EMAIL:	juan@jgma.com
ADDRESS:	223 West Ohio Street Chicago, Illinois 60654

**Mayor Brandon Johnson
Chairman**

Ray Giderof
Executive Director

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EXECUTION PAGE

Photographic Documentation Services – PS3095A

THIS AGREEMENT (“Agreement”) effective as of May 13, 2025, 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 Moreno Architects, Ltd. d/b/a JGMA with offices at 223 West Ohio Street, Chicago, IL 60654, (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 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 the terms and conditions of the Agreement.

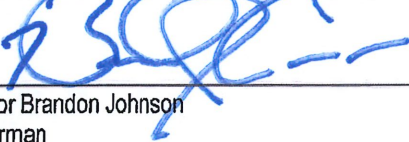
WHEREAS, in reliance upon the Consultant’s representations, Technical Competence, Key Personnel, and other information identified in the Request for Proposals response, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement as modified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

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

EXECUTION PAGE

Photographic Documentation Services – PS3095A

PUBLIC BUILDING COMMISSION OF CHICAGO


Mayor Brandon Johnson
Chairman

Date: 5/11/2020

ATTEST:

Mary Pat Witry
Mary Pat Witry
Secretary

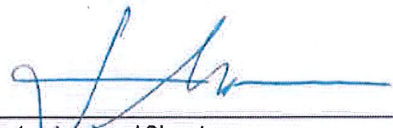
Date: 5/7/2026

Approved as to form and legality:

Anne L. Freed
Neal & Leroy, LLC

Date: 5/7/2026

CONSULTANT: Moreno Architects, Ltd. d/b/a JGMA


President or Approved Signatory


Date: 05.05.26

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by Erica Andrade
on behalf of Consultant this 5 day of 5, 2026.


Notary Public
My Commission expires: Sep 22, 2026
(SEAL OF NOTARY)



TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.
2. **Definitions.** The herein words and phrases have the following meanings for purposes of this Agreement.
 - a. **Agreement** means this Professional Services Agreement for photographic documentation, consulting, and contracting services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements, contracts, agreements and Task Orders made in accordance with the terms hereof.
 - b. **Authorized Commission Representative(s)** means one or more persons designated in writing by the Executive Director for purposes of assisting the Commission in managing and implementing the Project. As directed by the Commission, the Authorized Commission Representative will act on behalf of the Commission.
 - c. **Camera Infrastructure** means the installation of cameras and supporting fiber.
 - d. **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.
 - e. **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.
 - f. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.
 - g. **Drawing Scrubbing** means taking electronic files of the projects drawings (usually full construction drawings) and distilling them down to simple plans for photographic services use; usually for a diagrammatic key plan.
 - h. **Equipment** means the articles or physical resources, tangible or intangible, enabling the Commission to implement the Projects and Consultant to perform the Services required under this Agreement.
 - i. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.
 - j. **Include** means that whenever the term "include" (in any of its forms) is used, it means "include, without limitation."
 - k. **Key Personnel** means those job titles and persons as identified in such positions in this Agreement and accepted by the Commission.
 - l. **Mock-up** means photographing an on-site construction mock-up built by a General Contractor to be approved by the Owner.
 - m. **"OCDM" (or "the System")** means the PBC's designated On-line Collaboration and Document Management System. It shall be used by the Consultant to track the Work, manage Project(s), and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.
 - n. **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 IV of the Request for Proposals response and the assigned Task Order.
 - o. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant hired by the Consultant to perform professional services including, but not limited to: labor, materials and/or equipment, related to the performance of the Services and/or improvement of the Project.
 - p. **Task Order** means a document issued by the Commission to the Consultant in response a request for proposal pursuant to this Agreement that authorizes, in writing, Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits, matrixes, or schedules, a timetable for Deliverables, and the fees attributable to the Services and Deliverables described in the Task Order.

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.
 - a. **Compliance with Policies Concerning MBE and WBE.** Without limiting the generality of the requirements of the policies of the Commission referred to in Section 3 and elsewhere, including Exhibit D, the Consultant will use every reasonable effort to utilize minority business enterprises and women business enterprises for not less than an aggregate total of 25% of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, and the Amended Resolution passed on June 12, 2012, concerning participation of minority business enterprises and women business enterprises on contracts, other than construction contracts, awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.
 - b. Any and all Procurement Documentation (including but not limited to: Addenda, Exhibits, Forms, Schedules, etc.) are expressly incorporated in this Agreement.
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 organizations providing Key Personnel performing services of a scope, purpose, and magnitude comparable with the Services to be performed under this Agreement. 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. **Key Personnel.** The Consultant will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement. To the extent required by law, each person assigned to perform any part of the Services shall be suitably licensed or certified to perform such obligations. The personnel identified in Schedule D ("Key Personnel") will be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Personnel cannot be changed without the Commission's prior written approval. The Consultant must not reassign or replace Key Personnel without the written consent of the Commission. The Commission may at any time, in writing, notify Consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in Schedule D of this Agreement. Upon the Consultant's receipt of such notice, the Consultant must immediately suspend the Key Person or Key Personnel from performing services under this Agreement and must replace him or her with a person possessing comparable professional credentials and experience. Such replacements are subject to prior approval by the Commission.
 - d. **Adequate Staffing.** 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 in the manner required by this Agreement. Consultant must not assign, 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. The Commission may at any time in writing notify the consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement. Upon that notice, Consultant must suspend the Key Personnel from performing Services under this Agreement and must replace the Key Personnel with a person or persons with comparable professional credentials and experience. Such replacements are subject to the reasonable approval of the commission.

- 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 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.

5. 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 this Agreement (a "Task Order Service Request" or "TOSR" or "RFP"). Each 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 to the Consultant in order to respond 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, budget, Deliverables, a list of technical personnel who will perform the Services 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 or fees incurred by the Consultant or its Subcontractors or Subconsultants to prepare the Task Order Proposal.
- 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 review procedures) 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 or its Subcontractors or Subconsultants for any Services or Deliverables provided by Consultant pursuant to such Task Order Proposal.
- 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.

6. **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 this Agreement in a professional and workmanlike manner consistent with best industry standards and practices; (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.

7. **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 the 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 https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_e cr_CodeofEthicsConsolApril-2013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section 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.

- 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. **OCDM System.** The Commission may require the Consultant to use the Commission's electronic document management system 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 the Consultant as a result of the attendance of the 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.
8. **Term.** The initial term of this Agreement shall be three (3) years with an option for two (2) additional one (1) year terms which may be exercised at the sole discretion of the Commission; but in any case, the duration of the Agreement shall continue through final acceptance of any/all Project Deliverables. This Agreement may be terminated by the Commission, with or without 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.
- a. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by 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 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.

- b. 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.

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 Five Hundred Thousand Dollars (\$500,000.00). The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule B of this Agreement, or as modified by Task Order, or other written authorization. The Consultant shall submit all invoices, no more frequently 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 or other number as directed by the Commission. 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 the Agreement, 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, 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 on 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, defend, 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, and the Consultant, insurance coverage as set forth in Schedule C – 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 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 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.
- vi. Failure of the Consultant to comply at all times with the requirements of relevant Federal, State, and Municipal Codes, Rules, Regulations, including but not limited to Chicago Municipal Code Section 4-6-250 and Chicago Municipal Code Section 4-6-260.

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.
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, sold, gifted, or bargained for 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 a duly authorized Task Order or other 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. Examples of such causes may include, but are not limited to, fires, floods, earthquakes, epidemics, pandemics, quarantine restrictions, labor strikes, etc. 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.

- 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.
- j. **Non-liability of Public Officials.** No Board member, employee, agent, officer or official of the Commission or the User Agency is personally liable to the Consultant of its Subcontractors or Subconsultants, and the Consultant and its Subcontractors and Subconsultants are not entitled to charge any of them with liability or expenses or hold them personally liable to Consultant and its Subcontractors and Subconsultants under this Agreement.

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SCHEDULE A – GENERAL SCOPE OF SERVICES

Photographic Documentation Services

Intent

The PBC requires comprehensive photographic documentation services to be conducted using various photographic progressions. The services extend beyond documentation and would include organization, management, storage, online viewing, and sharing capabilities of the project imagery to the PBC's stakeholders.

PROJECT TYPOLOGIES

- Market Sectors:
 - Education Pre-K to 12;
 - Higher Education;
 - Libraries;
 - Park and Recreational Facilities;
 - Municipal Facilities (including but not limited to Police and Fire Stations);
 - Site Improvements;
 - Sewer and/or water infrastructure;
 - Bridges;
 - Shoreline;
 - Streetscape;
 - Viaducts;
 - Camera Infrastructure; and
 - Other
- Locations: City of Chicago, Cook County and surrounding areas
- Typical Project Size: Range from 5,000sf to 150,000sf
- Typical Project Construction Duration: 3-24 months

DOCUMENTATION

1. Progression Documentation Sets

Each photograph shall be identified by "Shoot Type" and "Photo Number" and shall be taken from the same location as previous photographs with the same photographic identification.

All high-resolution photographs shall be linked and catalogued by date and location.

Progression Sets shall be captured from logical perspectives.

2. Shoot Types

Below are specifications for the various Shoot Types for which a Consultant shall be responsible for providing:

a. Type: **Site Survey As-Builts**

Area: Existing site overview.

Description: Site Survey As-Builts shall capture and memorialize the conditions of every sidewalk, curb, gutter, street, and adjacent building in overlapping photography.

Provided Referenced Drawings: Existing Site Survey Plan, DWG AutoCAD or Revit, and pdf format.

b. Type: **Exterior Progressions**

Area: Key perspectives, 360° around building

Trigger Event: Once building construction has reached the grade level

Frequency: Monthly (within 5 business days +/-)

Quantity: MONTHLY - Depending on project

Description: Exterior progressions shall track the construction of the building envelop work within the immediate vicinity of the building.

Provided Referenced Drawings: Architectural Site Plan, DWG AutoCAD or Revit, and pdf format

c. **Type: Interior Progressions**

Area: All levels, all rooms.

Trigger Event: Once substantial interior framing has been erected and at beginning of rough-ins.

Description: Interior progressions for shell portion shall capture, shots per area (amount as required) including but not limited to: Substantial Framing, Substantial Rough-in, Insulation/Drywall, Cover Up, and Finish Trim.

Provided Referenced Drawings: Architectural floor plans: DWG AutoCAD or Revit, and pdf format.

d. **Type: MEP As-Builts**

Area: All levels, all rooms.

Trigger Event: Post inspection, prior to insulation.

Description: All in-wall and ceiling mechanical, electrical and plumbing systems. Conducted post inspection, prior to work being concealed, or as directed by PBC.

Required Drawings: Architectural floor plans: DWG AutoCAD or Revit, and pdf format.

e. **Type: Roof As-Builts**

Area: Exterior roof.

Trigger Event: Prior to construction.

Description: Captures the conditions of the building's roof at a specific construction milestone designated and prior to the installation of the outer layer. Conducted post inspection, prior to work being concealed, or as directed by PBC.

Required Drawings: Architectural roof plan: DWG AutoCAD or Revit, and pdf format.

f. **Type: Mock-ups**

Area: As listed in the design documents or required by PBC.

Trigger Event: As required.

Frequency: As required.

Quantity: As required.

Description: As listed in the design documents.

Provided Referenced Drawings: DWG AutoCAD or Revit, and pdf format, and project specifications.

g. **Type: As-Builts**

The PBC shall be responsible for communicating project construction schedules with the designated Consultant, including providing updates and changes to the critical path schedule.

All high-resolution photographs shall be linked and catalogued by both time/date and location.

h. **Type: Aerial Slideshows**

Collection of photos captured while photographing the project site to perform a contracted shoot. This may include photos utilizing a drone.

All high-resolution photographs shall be linked and catalogued by both time/date and location.

i. **Type: Slideshows**

Unplanned, unspecific collection of photos captures while photographing the project site to perform a contracted shoot.

All high-resolution photographs shall be linked and catalogued by both time/date and location.

j. **Type: Others**

As required by PBC.

3. **Personalized Photo Documentation Sets (Slideshows and Albums)**

Personalized Photo Documentation Sets (Slideshows and Albums) shall allow for PBC to **upload images taken by project team, in addition to the Vendor's photographer, which do not fit into any regular monthly photo path. This may include photos associated with: RFI's, Change Orders, Aerials, LEED Documentation, etc. Photos can be organized within personally created "Albums"**.

4. **Additional On-Site Services**

Webcams/Timelapse: Live conditions on a construction site to document ongoing conditions of project activities.

Video: Consultant shall provide construction audio and video solutions to support project management activities from walkthroughs, equipment inspections, installations, training sessions, facility maintenance instructions and other special events.

ADMINISTRATION

The following represent administrative processes that shall be provided by the Consultant as part of their services for all projects.

1. **Project Setup** shall be a required component of all projects which would allow for:
 - a. Pre-documentation and on-going consultations with the PBC identifying project-specific needs, appropriate documentation intervals and common or custom elements requiring detailed photo sets
 - b. Introduction and training sessions for the Project Team members
 - c. Drawing scrubbing to make ready for use
 - d. Website development specific to the project
 - e. Baseline schedule analysis in order to evaluate and estimate appropriate photo set intervals and durations for each project
 - f. Determination of optimal photograph locations/perspectives (“hotspots”) based on the site plans and building floor plans provided by the PBC or their agent(s) and designed to capture the total progress of construction at the agreed upon intervals and/or milestones
 - g. Linking each photo set to the appropriate location on the site plans and/or floor plans of the project
 - h. Project user setup including passwords and levels of access
 - i. Weekly project update notifications
2. **Multifaceted Access**
 - a. Users shall receive their own individual username and password which shall allow them access to specified documentation.
 - b. The PBC, or its designated PBC contact, shall specify what parts/ level of access to the documentation that the user shall receive.
 - c. Users shall be responsible to manage the security of their individual usernames and password.
 - d. Unlimited amount of individual users can be added to the documentation.
 - e. Request to set up individual user must come from the PBC or its designated PBC contact.
 - f. Facilitate and manage multifaceted access to the documentation all of which shall be prescribed and verified by the PBC on a quarterly basis for access rights and privileges.
 - i. Full Level access to the entire documentation
 - ii. Limited Level access of the documentation, includes progression and slideshow sets
3. **Online Access Interface**
 - a. All projects are to include an online access interface tool for communication and collaboration.
 - b. Users should be able to add comments to any documentation set or individual photographs.
 - c. Photographs can be exported to print or email from the interface; including shoot type, date and location; and available public comments that have been assigned to that photograph.
 - d. The PBC, or its designated contact, shall control the access interface privileges given to each user.
 - e. Each user shall be provided either:
 - i. Read/Write privileges
 - ii. Read Only privileges
 - iii. None
4. **Hosting**
 - a. Documentation shall be securely hosted on the Consultant’s website
 - b. Consultant must partner with a premiere online security company to provide up to 256-bit; 128-bit minimum of SSL encryption on all documentation

- c. Documentation shall be available on-line, password protected, and SSL encrypted for the term covered by this contract and for an additional twelve (12) months thereafter
- d. Systems shall reside on internal main server clusters that are complimented by backup servers
- e. Incremental Daily backup of files, photographs and other server content shall be stored with a reasonable failsafe period. Consultant to recommend reasonable failsafe period.
- f. Data shall incrementally be backed up every fifteen (15) minutes to local machines with daily full backup to offsite storage
- g. Servers shall utilize multiple drives configured in a highly stable array

5. Training and Kick-off Meetings

The Consultant shall provide the following product and technology training to the project team/firms:

- a. PBC's Kick-Off Meeting
 - i. Intended for the PBC, Architect, Facility Management, Commissioning Teams, Lenders, and other members as required.
 - ii. Meeting shall provide an overview of the Consultant's technology and shall cover navigation, communications within the system and major uses during construction, post construction, claims, facility management and the overall benefits of having comprehensive photo documentation services.
- b. Site Kick-Off Meeting
 - i. Intended for the PM, CM and team leads for the Major sub-contractors
 - ii. Meeting shall provide an overview of the technology and shall cover navigation, communications within the system and major uses during construction
 - iii. Provide direction of scheduling and integration of service into the construction schedule
- c. Scheduling-related meetings shall be requested from time to time and held at no additional fee

6. Mobile Access

Provide access via a mobile web application which would run through a mobile device's native web browser. The mobile access would allow for viewing of floor plans, slideshows and photos; all organized through a file management system for ease. All additional features are at the discretion of the provider based on their application offerings.

7. File Storage

Consultant shall allow for the PBC to upload relative files, example – closeout documents, material specifications, manufacturer brochures.

8. End of Project Archiving

At the scheduled completion milestone of the project services, the PBC shall receive copies of the project documentation.

Project documentation shall include all proprietary software used to organize and navigate the digital content.

Each archived copy of the documentation shall be stored on its own storage medium.

The PBC shall receive digital copies of the archived documentation.

The PBC shall reserve the right to copy, backup and distribute any documentation provided by the Consultant in the PBC's normal course of business.

All photographs are third party and shall be available to the PBC, online and catalogued within 24-48 hours after being captured.

The Commission reserves right to add, delete, modify, change, or otherwise amend the Services required to be performed by the Selected Respondent.

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SCHEDULE B – COMPENSATION OF CONSULTANT (Including Hourly Rate Spreadsheet)

Photographic Documentation Services

A. CONSULTANT'S FEE

1. The Commission shall pay the Consultant for the satisfactory performance of the Services for all work included in each duly executed Task Order assigned by the Commission on in the amount specified in each Task Order (Fee). The hourly rates attached herein represent the basis for each fee proposal from Consultant.
2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables including travel to and from Commission's job sites/meetings, cell phone, computer usage, vehicles, mileage, taxi fares, parking, tolls insurance, and any other costs incurred.
3. Should the Commission require additional services above and beyond those described in Schedule A, the Consultant will be required to submit a proposal, where the Commission reserves the right to negotiate, and the Commission must authorize approval of Consultant's agreement, in writing.
4. The Commission shall compensate the Consultant for Reimbursable Expenses that are approved by the Commission prior to being incurred. Reimbursable Expenses shall include actual expenditures for subcontractors, laboratory costs, and leased or rented equipment, as well as those expenditures as identified and approved by the Commission on a Task Order basis.
5. The Consultant's mark-up rates for the administration and oversight of subcontractors shall not exceed five percent of the subcontractor's invoice.
6. All Consultant and Subconsultant personnel along with the billable hourly rate are subject to the prior approval of the Commission. The hourly rates shall not include compensation for overtime pay or holiday pay.
7. Rates contained herein shall be enforceable for the term (and any subsequent option years exercised) of the agreement. Consultant may request, in writing to the Contract Officer, a request for a rate revision not less than 60 days at the end of each Calendar year. The request must be accompanied by justification by the Consultant. Revision or modifications of hourly rates shall be made at the sole discretion of the Commission.

B. METHOD OF PAYMENT

1. **Invoices.** The Consultant will submit invoices, via the Commission's Online Collaboration Workspace, to the Commission for Services performed that will be paid in one lump sum after all Services required by each Task Order have been completed to the reasonable satisfaction of the Commission.
 - a. Each invoice must reference the contract number, task order number, project name and include reasonable detail to sufficiently describe the services performed. At its discretion, the Commission may require detail and data relating to Subconsultant costs. In accordance with the terms of the Agreement, the Consultant must maintain complete documentation of all costs incurred for review and audit by the Commission or its designated audit representative(s). Each invoice must be submitted in the format directed by the Commission. Invoices must be accompanied by a progress report in a format acceptable to the Commission. Such progress reports must identify any variances from budget or schedule and explain reasons for any such variance(s).
2. **Payment.** Payment will be processed within thirty (30) days after Commission receives an acceptable invoice from the Consultant.

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SCHEDULE B – COMPENSATION OF CONSULTANT
Hourly Rate Spreadsheet
Photographic Documentation Services

(ATTACHED HERETO AND INCORPORATED HEREIN)

An aerial photograph of a large, modern industrial building with a flat roof and extensive glass facades. The building is surrounded by a large, paved parking lot with white parking lines. In the background, there is a dense line of green trees and other industrial structures under a sky filled with soft, white clouds. The overall scene is bright and clear.

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HOURLY RATES



JGMA HOURLY RATES

For any additional services, the owner shall compensate JGMA per the following rates:

Principal In Charge	\$ 260
Operations Manager	\$ 240
Project Implementation Manager	\$ 230
Project Coordinator	\$ 150
Technology Director	\$ 215
Software Technician	\$ 205
Photographer	\$ 150

*Rates are subject to annual review and increase.

SCHEDULE C – INSURANCE REQUIREMENTS
Photographic Documentation Services

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT E – INSURANCE REQUIREMENTS

2025 PHOTOGRAPHIC DOCUMENTATION SERVICES – PS3095 INSURANCE REQUIREMENTS

The Consultant must provide and maintain at Consultant's own expense, until expiration or termination of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability

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

2) Commercial General Liability

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage must include, but is not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner and their respective Board members, employees, elected and appointed officials, and representatives must be named as additional insured on a primary, non-contributory basis.

4) Aviation Liability Insurance

Aviation Liability Insurance or equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work. This coverage may also be provided by endorsement of a **Commercial General Liability** Policy. In that event then:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of not less than \$2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. The policy shall include broad form contractual liability coverage. The Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work

B. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the

ATTACHMENT E – INSURANCE REQUIREMENTS

insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Commission reserves the right to obtain copies of insurance policies and records from the Consultant and/or its subcontractors at any time upon written request.

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

Any deductibles or self-insured retentions on referenced insurance must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner and their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner do not contribute with insurance provided by the Consultant under the Agreement.

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

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured

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

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

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

SCHEDULE D – KEY PERSONNEL
Photographic Documentation Services

(ATTACHED HERETO AND INCORPORATED HEREIN)



5

QUALIFICATIONS AND RELEVANT EXPERIENCE OF KEY PERSONNEL

KEY PERSONNEL MATRIX

NAME	ROLE	FIRM	YEARS WITH THE FIRM	YEARS IN THE INDUSTRY
JOSE (PEPE) CARRILLO	PROJECT IMPLEMENTATION MANAGER	JGMA	1	10
ZIA GEORGE	PHOTOGRAPHER	JGMA	2	2
THEODORE HOGAN	SOFTWARE TECHNICIAN	JGMA	4	11
ROXY KERMANI	OPERATIONS MANAGER	JGMA	2	7
RIKIYAH MUHAMMAD	PROJECT COORDINATOR	JGMA	3	4
DAVID ORTEGA	PRINCIPAL IN CHARGE	JGMA	5	19
DARYA M. STEFANOVIC	DIRECTOR OF TECHNOLOGY	JGMA	3	21



JOSE (PEPE) CARRILLO

PROJECT IMPLEMENTATION MANAGER

EDUCATION

Illinois Institute of Technology,
Master's Degree in Architectural
Engineering

Universitat Politècnica de Valencia,
Spain, Bachelor of Science in
Architecture

Universitat Politècnica de Valencia,
Spain, Master of Science in
Architecture

AFFILIATIONS + MEMBERSHIPS

BOOST Architecture Leadership
Program

Dale Carnegie Course Leadership
Training

Pathfinder Award, Nominee

Pepe Carrillo is originally from Spain and relocated to Chicago to pursue his Master's Degree in Architectural Engineering at the Illinois Institute of Technology. Pepe's interest in architecture stems from his interest for both the technical and artistic aspects of the field, particularly in technical drawings. Coming from a family of photographers, Pepe was also deeply inspired by the visual arts.

As a Senior Project Designer, Pepe is dedicated to integrating precision and creativity in every project. At JGMA, he combines his technical expertise with his passion to deliver innovative architectural solutions. He strives to create designs that balance technical precision with artistic vision, resulting in spaces that are not only functional but also deeply resonate with the communities they serve.

Beyond architecture, Pepe's personal interests include photography, cinematography, and graphic design. These creative outlets continue to shape his perspective and influence his work, allowing him to bring a rich, multidimensional approach to every project he undertakes.

PHOTO DOCUMENTATION PROJECT EXPERIENCE

CCC Kennedy King College, Chicago IL, USA

Renovation of existing library facility to create a nursing laboratories, classrooms, as well as student learning and experimenting spaces.

Pioneer Bank Development, Chicago, IL, USA

Interior renovation and repurposing of historical Chicago Pioneer Bank. The program includes a cultural hub, incubator, and workspace collaboration at the lower three floors and the upper two floors include a renovated office space.

Humboldt Park Health Wellness Campus, Chicago, IL, USA

This 45,500 sf facility provides state-of-the-art services for patients of the campus and members of the community. This wellness building features programs that promote healthy lifestyles, including a pool, indoor track, and multiple fitness areas.

Neal Math and Science Academy, North Chicago, IL, USA

New state-of-the-art intermediate school that respects the past while providing a forward-looking educational environment.

PBC AIS ADA Assessment Remediation Program, Chicago, IL, USA

Through on-site evaluations, we'll identify barriers related to parking, entrances, and signage, providing detailed reports and recommendations for improvement. The findings will guide the Public Buildings Commission in enhancing inclusivity in public spaces.



ZIA GEORGE

PHOTOGRAPHER

EDUCATION

University of Illinois at Chicago,
Bachelor of Science in Architecture

AFFILIATIONS + MEMBERSHIPS

Former Co-President, NOMAS

Zia George grew up in the suburbs of Detroit, Michigan, and expanded her horizons through living in Chicago, and studying abroad in Copenhagen. Her unique experiences shape her architectural approach. As a Project Designer, Zia believes in emphasizing the importance of uplifting communities of color through sustainable and aesthetically enriching designs.

Zia's commitment to these values was evident during her journey as President of the UIC NOMAS Chapter, where she championed the benefits of architecture to students of color. Her leadership and dedication were recognized when she received the Alpha Rho Chi Medal upon completing her studies.

She holds a Bachelor of Science degree from the University of Illinois at Chicago, with a minor in Black Studies. Her passions extend to interior and fashion design, and she aspires to one day design her own boutique.

PHOTO DOCUMENTATION PROJECT EXPERIENCE

PBC AIS ADA Assessment Remediation Program, Chicago, IL, USA

Through on-site evaluations, we'll identify barriers related to parking, entrances, and signage, providing detailed reports and recommendations for improvement. The findings will guide the Public Buildings Commission in enhancing inclusivity in public spaces.

4630 S Ashland, Chicago, IL, USA

40,000 sf of public amenities like a neighborhood center, community theater, and library, along with 99 affordable housing units in The Back of the Yards neighborhood.

CPS Chalmers Elementary, Chicago, IL, USA

Renovation of Chalmers School of Excellence that hosts 392 students ranging from Pre-K to 8th grade. The building is 59,100 SF distributed across two stories and a basement, it houses approximately 31 classrooms, a library, and a gymnasium/ auditorium.

CPS Cassals Elementary, Chicago, IL, USA

The building is roughly 74,000 SF distributed across three stories and a basement, it houses approximately 27 classrooms, a library, and a gymnasium/ auditorium. JGMA was hired by CPS to coordinate updating all existing MEP systems among various other quality of life improvements to the facility to provide a safer and comfortable environment for the student body and faculty.

PBC 7th District Police Station, Chicago, Illinois, USA

The work includes, final assessment report, construction documents for bidding and permit, construction administrative services, as well as close out service.



THEODORE HOGAN

LEED GREEN ASSOCIATE

SOFTWARE TECHNICIAN

EDUCATION

University of Wisconsin, Milwaukee, Master of Architecture

University of Illinois at Chicago, Bachelor of Science in Architecture

Institute of Advanced Architecture, Architectural Studies, Barcelona, Spain

REGISTRATIONS

NCARB: AXP completed, ARE in progress

AFFILIATIONS + MEMBERSHIPS

ACE Mentor Program, Mentor since 2017

Chicago Computation Group, Member since 2015

Chicago Dynamo Community, Member since 2016

Ted Hogan is a designer focused on feedback loops and the interactions between humans and design. He received his B.S. in Architecture from the University of Illinois at Chicago, and his Master of Architecture from the university of Wisconsin - Milwaukee. His professional career has included a variety of scales, which he has used parametric computation to ensure that even the most complex of designs can be built and made real. He has a large interest in emerging technologies and how to use them to achieve design goals.

PHOTO DOCUMENTATION PROJECT EXPERIENCE

CCC Richard J. Daley College MTEC, Chicago IL, USA

New 70,000 sf building which celebrates the manufacturing industry through the expression of materials such as metal panels, glass, and exposed steel.

CCC Richard J. Daley College Transformation, Chicago IL, USA

Complete transformation of the former Daley College into a contemporary higher education learning environment.

CCC Richard J. Daley College Transformation, Chicago IL, USA

The UIC Innovation Center Expansion will add a 15,000 sq. ft. building at the campus's west entrance, featuring co-working areas, workshops, and offices. Designed for flexibility and sustainability, it will enhance collaboration and serve as a new landmark for the university.

UIC School of Public Health, Chicago IL, USA

Transformation of a 1960's era building, into innovative learning spaces which provide academic flexibility as well as serving as inspirational gathering spaces for the SPH students and faculty.

UIC School of Public Health, Chicago IL, USA

Transformation of a 1960's era building, into innovative learning spaces which provide academic flexibility as well as serving as inspirational gathering spaces for the SPH students and faculty.

Ancona School Gymnasium, Chicago IL, USA

JGMA transformed the Ancona School's small, outdated gym in Chicago with a limited budget. The design features acoustic baffles inspired by Lake Michigan, reducing noise and improving lighting. Now, the gym supports athletic functions, gatherings, and performances, aligning with the school's Montessori principles.

CircEsteem, Chicago, Illinois, USA

CircEsteem sought to renovate and restore its historic building's eastern façade. The redesigned, circus-tent-inspired structure offers a safe, inclusive space for youth, featuring training rooms, tutoring areas, and office spaces.



ROXY KERMANI RA, LEED GA, CHPC

OPERATIONS MANAGER

EDUCATION

Cal Poly State University, SLO
Bachelor of Architecture

Studio Ticino Study Abroad,
Design Studio and Architectural
History Program

REGISTRATIONS

Licensed Architect,
State of California

Licensed Architect,
State of Illinois

Leadership in Energy and
Environmental Design Green
Associate

Certified Passive House
Consultant

Certified Green Professional,
National Association of Home
Builders

Roxy Kermani is a Project Architect and Sustainability Lead at JGMA with experience practicing in Los Angeles, San Francisco, and now Chicago. Roxy leads the design efforts of numerous multi-disciplinary projects at JGMA in various sectors including healthcare, aviation, and education. She approaches all of her projects with a holistic mindset prioritizing green building strategies, constructability, and client satisfaction. Her role has been prominent for the office as she launched several sustainability and equity initiatives shortly after joining the company.

Roxy is registered as an architect in California and Illinois with LEED GA and CHPC accreditations. She received her Bachelor of Architecture and Minor in Construction Management from the accredited program at California Polytechnic State University in San Luis Obispo.

PHOTO DOCUMENTATION PROJECT EXPERIENCE

West Pullman Master Plan, Chicago, IL, USA

New 38 acre intergenerational campus that connects this West Pullman community back to the rest of Chicago through programming such as housing, offices, retail, train station, and outdoor community spaces.

CPS Chalmers Elementary, Chicago, IL, USA

Renovation of Chalmers School of Excellence that hosts 392 students ranging from Pre-K to 8th grade. The building is 59,100 SF distributed across two stories and a basement, it houses approximately 31 classrooms, a library, and a gymnasium/ auditorium.

CPS Casals Elementary, Chicago, IL, USA

The building is roughly 74,000 SF distributed across three stories and a basement, it houses approximately 27 classrooms, a library, and a gymnasium/ auditorium. JGMA was hired by CPS to coordinate updating all existing MEP systems among various other quality of life improvements to the facility to provide a safer and comfortable environment for the student body and faculty.

UIC Innovation Center Expansion, Chicago, IL, USA

The UIC Innovation Center serves as a gateway and bridge between UIC and its corporate partnerships and as a destination for innovation and collaboration.

Wright College - STEM Labs and Innovation Center, Chicago, IL, USA

The project consists of two phases: Phase 1 focuses on the design and construction of two state-of-the-art STEM labs, including engineering, biology, materials, and electronics laboratories, along with necessary support spaces. Phase 2 involves converting portions of the existing Learning Resource Center into an Innovation Center.



RIKIYAH MUHAMMAD

PROJECT COORDINATOR

EDUCATION

University of Illinois at Chicago,
Bachelor of Science in Architecture

AFFILIATIONS + MEMBERSHIPS

I-NOMA, Member

Rikiyah Muhammad is a Chicago native who has a Bachelor of Science in Architecture from The University of Illinois at Chicago. She is a Project Designer working in collaboration with SOM and RBA on the O'Hare Global Terminal Expansion. Her interests outside of architecture include interiors and furniture design.

She has worked on a myriad of interior design projects that targeted revitalizing low-income and undeserved communities. She hopes to take this experience and passion to further create spaces that cater to and celebrate the cultures of the people within their respective communities.

PHOTO DOCUMENTATION PROJECT EXPERIENCE

PBC Public Safety Headquarters, Chicago, Illinois, USA

The work required includes, final assessment report for cost estimation, construction document development, and construction administrative services, and close-out services.

PBC 7th District Police Station, Chicago, Illinois, USA

The work required includes, final assessment report, construction documents for bidding and permit, construction administrative services, as well as close out service. The project is on track to be completed by the expected / planned schedule.

PBC Chinatown Library Improvements, Chicago, Illinois, USA

The work included a full building assessment report where existing issues were identified and solutions proposed. Commissioning services were provided and additional recommendations were made. A full set of construction documents was prepared before JGMA lead a competitive bidding process to select a final contractor.

CircEsteem, Chicago, Illinois, USA

CircEsteem sought to renovate and restore its historic building's eastern façade. The redesigned, circus-tent-inspired structure offers a safe, inclusive space for youth, featuring training rooms, tutoring areas, and office spaces.

4630 S Ashland, Chicago, IL, USA

40,000 square feet of public amenities like a neighborhood center, community theater, and library, along with 99 affordable housing units in The Back of the Yards neighborhood.



DAVID ORTEGA LEED AP

PRINCIPAL IN CHARGE

EDUCATION

University of Illinois at Chicago,
Bachelor of Arts in Architecture

Universidad Autónoma de Yucatán,
Mexico, Architectural Studies,
Exchange Program.

REGISTRATIONS

LEED Accredited Professional,
Building Design and Construction
(LEED AP BD + C)

AFFILIATIONS + MEMBERSHIPS

U.S. Green Building Council
(USGBC)

David Ortega partners with senior leadership team of JGMA to help expand markets and transform communities globally. He has worked alongside award winning creatives and collaborated with entrepreneurial leaders around the globe. He builds on the strength of team members to accomplish overall goals and objectives. With international experience in sectors such as hospitality, retail, education, office, and industrial design, he provides project management and design skills from his past and present experiences.

Mr. Ortega also continues to provide education and training throughout the years on topics such as LEED and project management in the corporate environment. He has worked with students throughout the city of Chicago on finding their passion and helping them get inspired about developing their education further by teaming up with Northeastern Illinois University-Upward Bound Math and Science program.

PHOTO DOCUMENTATION PROJECT EXPERIENCE

SOS Children's Villages, Chicago, Illinois, USA

The new SOS Children's Villages and Maestro Cares community center facilitates and encourages community interaction while providing a safe space for childrens, families, and staff.

Northeastern Illinois University El Centro Campus, Chicago, IL, USA

60,000 sf satellite campus that serves a diverse population with programmatic components such as labs, computer laboratory, and student lounges.

Chicago 2FM Stations, Chicago, Illinois, USA

The scope of the City of Chicago's Department of Fleet and Facility Management (2FM) Capital Improvement Program included facility assessments, planning, programming, full design, and construction administration. These projects provided much needed support and reinvigoration to these vital facilities which house the city's emergency services, operations, and first responder teams.

Gads Hill Early Learning Center, Chicago, Illinois, USA

Early childhood center in adaptive reused building featuring rows of playful box windows and colorful interior spaces.

UNO Soccer Academy, Chicago, Illinois, USA

63,000 sf visionary elementary school designed to inspire students, faculty and community.

Instituto Health Sciences Career Academy, Chicago, Illinois, USA

This state-of-the-art facility is heralded to pave the way for the next generation of doctors, nurses, informatics professionals and bio-technicians. IHSCA represents the re-purposing of a magnificent building that had been long forgotten.



DARYA M. STEFANOVIC AIA, LEED AP

DIRECTOR OF TECHNOLOGY

EDUCATION

University of Illinois at Chicago,
Master of Architecture

University of Illinois at Chicago,
Bachelor of Arts in Architectural
Studies

REGISTRATIONS

Licensed Architect, State of Illinois

LEED Accredited Professional
(LEED AP)

AFFILIATIONS + MEMBERSHIPS

American Institute of Architects
(AIA), Member

AIA Technology in Architectural
Practice Knowledge Community,
Co-Chair

Darya Stefanovic has spend most of her career working as an Architect as well as a BIM Manager and a technology leader for companies of various size. While working as an Architect, her focus has been facade design and documentation. As a BIM Manager, Darya has been responsible for development and implementation of firm-wide standards, staff training, new tools research and implementation as well as providing firm-wide documentation and BIM-related project support. As a technology lead, Darya has managed large IT infrastructure projects, such as cloud data migration with Nasuni and BIM360 and has helped transition the office to a remote and later a hybrid workflow. Darya often leads software-related lectures and training sessions and is a part of several digital practice groups.

Originally from Tashkent, Uzbekistan, Darya speaks Russian as well as English. Darya has spent several years as a Young Architects Forum Chair and Co-Chair.

PHOTO DOCUMENTATION PROJECT EXPERIENCE

UIC Innovation Center Expansion, Chicago, IL, USA

The UIC Innovation Center serves as a gateway and bridge between UIC and its corporate partnerships and as a destination for innovation and collaboration.

Wright College - STEM Labs and Innovation Center, Chicago, IL, USA

The project consists of two phases: Phase 1 focuses on the design and construction of two state-of-the-art STEM labs, including engineering, biology, materials, and electronics laboratories, along with necessary support spaces. Phase 2 involves converting portions of the existing Learning Resource Center into an Innovation Center.

SAIC Interiors, Chicago IL, USA

The 14th floor of the 112 and 116 South Michigan Ave buildings now houses SAIC Career Services, part of Student Affairs. By connecting the two buildings, the student lounge extends across both, offering views of Millennium Park and Lake Michigan.

4630 S Ashland, Chicago, IL, USA

40,000 square feet of public amenities like a neighborhood center, community theater, and library, along with 99 affordable housing units in The Back of the Yards neighborhood.

PBC AIS ADA Assessment Remediation Program, Chicago, IL, USA

Through on-site evaluations, we'll identify barriers related to parking, entrances, and signage, providing detailed reports and recommendations for improvement. The findings will guide the Public Buildings Commission in enhancing inclusivity in public spaces.



Certificate of Achievement

This is to certify that

David J Ortega

has successfully completed the
FAA Safety Team Aviation Learning Center Online
Course

Part 107 Small Uas Recurrent

Course Number ALC-677

Presented by FAAS Team

August 18, 2023

Certificate Number 1179612-20230818-00677

A handwritten signature in blue ink that reads "Patricia Mathes".

Patricia Mathes, Manager, National FAA Safety Team

EXHIBIT A – LEGAL ACTIONS
Photographic Documentation Services

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT A – LEGAL ACTIONS

I. LEGAL ACTIONS

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

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the answer to the preceding question is “Yes”, provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input 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
Photographic Documentation Services

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT 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 JUAN MORENO, as President and Founder of JGMA
Name Title

and on behalf of Moreno Architects Ltd DbA JGMA
 (“Bidder/Proposer/Respondent or Contractor”) having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Moreno Architects Ltd DBA JGMA		
Address:	223 W Ohio St		
City/State/Zip:	Chicago, IL, 60654		
Telephone:	312 895 4438	Facsimile:	
FEIN:	27 3322127	SSN:	
Email:	JUAN@JGMA.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"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

ATTACHMENT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	N/A	
Telephone:	N/A	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
JUAN GABRIEL MORENO	PRESIDENT & FOUNDER OFJGMA	
Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
N / A		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: N/A
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input 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>		

ATTACHMENT 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
N / A		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

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

C. STATE TAX DELINQUENCIES

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

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/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.

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.**

ATTACHMENT B – DISCLOSURE AFFIDAVIT

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

JUAN MORENO

Name of Authorized Officer (Print or Type)

PRESIDENT AND FOUNDER OF JGMA

Title

312 895 4338

Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 14th day of March, 2025 by
Erica Andrade (Name) as Office Manager (Title) of

(Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal

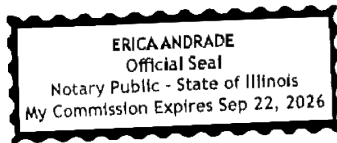


EXHIBIT C – DISCLOSURE OF RETAINED PARTIES
Photographic Documentation Services

(ATTACHED HERETO AND INCORPORATED HEREIN)

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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.

ATTACHMENT 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.



03/14/25

Signature

Date

Juan Gabriel Moreno

President & Founder

Name (Type or Print)


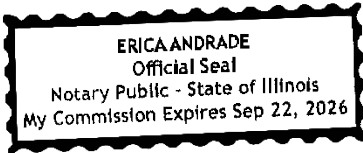
Title

Subscribed and sworn to before me

this 14 day of March 2025

Erica Andrade

Notary Public



**EXHIBIT D – SPECIAL CONDITIONS REGARDING THE UTILIZATION OF
MBE AND WBE FIRMS**

Photographic Documentation Services

(ATTACHED HERETO AND INCORPORATED HEREIN)

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

1. Policy Statement

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

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 20% of the annual dollar value of Commission Professional Service Contracts to MBEs and 5% of the annual dollar value of Commission Professional Service Contracts to WBEs.
- b. The contract specific goal for MBE/WBE participation is a minimum of **25%** 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 Consultant or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - i. **Certified Minority Business Enterprise**” means a person or entity granted certification by the City of Chicago or County of Cook.
 - ii. **Certified Women’s Business Enterprise**” means a person or entity granted certification by the City of Chicago or County of Cook.
 - iii. **“Professional Service Contract”** means a contract for professional services of any type.
 - iv. **“Contract Specific Goals”** means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission’s progress towards meeting the aspirational goals.
 - v. **“Consultant”** means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
 - vi. **“Established Business”** means a person or entity granted certification by the City of Chicago.
 - vii. **“Executive Director”** means the Executive Director of the Commission or his duly designated representative as appointed in writing.
 - viii. **“Good faith efforts”** means actions undertaken by a Consultant to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program’s requirements.

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

- ix. **“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.
- x. **“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.
- xi. **“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.
- xii. **“Program” means the minority-** and women-owned business enterprise professional service procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
- c. A 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:
 - i. Shares in the Ownership, control, management responsibilities, risks and profits of the Joint Venture; and
 - ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE Ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Commission will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Consultant subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A 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 Bid Proposals

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

- a. The following schedules and **documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.**
 - i. **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.
 - ii. **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.**
 - iii. **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.
 - iv. **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. **During the period between bid opening and contract award, the Bidder's MBE/WBE compliance proposal will be** evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as **non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.**
- b. **If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as non-responsive.**
- c. 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.**

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

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:
 - a. The name, address and telephone number of MBE and WBE firms contacted;
 - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - c. 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

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

- 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 Consultant cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Consultant has made such good faith efforts, the performance of other Consultants **in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's** efforts to do the following:
 - 1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - 2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - 3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a **Consultant's failure to meet the goals, as long as such costs are reasonable.**
 - 4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of a their **capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations** and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - 5) Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.
 - 6) Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
 - 7) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
 - 8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
 - 9) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
 - 10) Effectively using the services of the Commission; minority or women community organizations; minority or women **Consultants' groups; local, state and federal minority or women business assistance offices; and other organizations to**

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

provide assistance in the recruitment and placement of MBEs or WBEs.

- b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

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 Subconsultant's or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the subconsultant or supplier was misrepresented by the Consultant. If the Consultant is determined not to have been involved in any misrepresentation of the status of the disqualified subconsultant or supplier, the Consultant shall make good faith efforts to engage a qualified MBE or WBE replacement.**

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

- b. Arbitrary changes by the Consultant of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Consultant shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Consultant of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
 - 1) The Consultant must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
 - 2) **The Consultant's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure**

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

of performance; c) financial incapacity; d) refusal by the subconsultant to honor the bid or proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

- 3) **The Consultant's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include:** replacement firm has been recruited to perform the same work under terms more advantageous to the Consultant; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
- 4) **The Consultant's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract.** Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.
- 5) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.
- 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) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.**
 - i) The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.
 - 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 Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

- b. 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.
- c. 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

- b. 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.

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

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.

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

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 ____