

Contractor: Cushing and Company

TO BE EXECUTED IN DUPLICATE

PROJECT INFORMATION AND EXECUTION DOCUMENTS

CONTRACT NO. PS3001C

**COMPREHENSIVE DIGITAL CONSTRUCTION
DOCUMENT PRINTING SERVICES**

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Rahm Emanuel
Chairman

Carina Sánchez
Executive Director

Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com

RFP ISSUED ON JULY 5, 2018

MARCH 2019



PUBLIC BUILDING COMMISSION OF CHICAGO

REQUEST FOR PROPOSAL (RFP) FOR COMPREHENSIVE DIGITAL CONSTRUCTION DOCUMENT PRINTING SERVICES (PS3001)

ISSUED: JULY 5, 2018

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

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

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

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

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

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

TO

Public Building Commission of Chicago

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

www.pbcchicago.com

SUBMISSION DEADLINE:

TUESDAY, AUGUST 28, 2018 BY 4:00PM CENTRAL TIME

Mayor Rahm Emanuel
Chairman

Carina E. Sánchez
Executive Director

| | |
|---|--|
| FIRM NAME: | Cushing |
| CONTACT NAME: | Jorge Galvan |
| CONTACT TELEPHONE: | 312-266-8228 |
| CONTACT EMAIL: | jgalvan@cushingco.com |
| ADDRESS: | 213 W. Institute Pl., Suite 200 Chicago, IL 60610 |
| (Note: Include this page with your submission.) | |

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COMPREHENSIVE DIGITAL CONSTRUCTION DOCUMENT PRINTING SERVICES

RECITALS

THIS AGREEMENT effective as of October 1, 2018 but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "**Commission**"), and **Cushing and Company** with offices at 213 West Institute Pl., Suite 200, Chicago, Illinois 60610 (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 Scope of Services (the "Services") in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

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

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

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

EXECUTION PAGE

PUBLIC BUILDING COMMISSION OF CHICAGO

Rahm Emanuel

Mayor Rahm Emanuel
Chairman

Date: _____

ATTEST:

Lori Ann Lypson

Lori Ann Lypson
Secretary

Date: 4/1/19

Approved as to form and legality:

Anne L. Freed

Neal & Leroy, LLC

Date: 3/28/19

CONSULTANT: Cushing

Cathleen Cushing
President

Date: 3/22/19

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: Cook

State of: Illinois

Subscribed and sworn to before me by _____ and _____

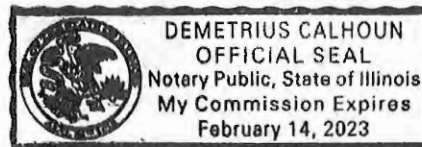
on behalf of Consultant this 22 day of March, 2019.

Demetrius Calhoun

Notary Public

My Commission expires: 2/14/23

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

TERMS AND CONDITIONS

4. Engagement and Standards for Performing Services.

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

TERMS AND CONDITIONS

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

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

TERMS AND CONDITIONS

6. Duties and Obligations of Consultant.

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

TERMS AND CONDITIONS

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

7. **Term.**

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

TERMS AND CONDITIONS

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

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

8. Task Orders.

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

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

TERMS AND CONDITIONS

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

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

TERMS AND CONDITIONS

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

TERMS AND CONDITIONS

this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

16. **Personnel.** The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.
17. **Relationship of Parties.** The relationship of the Consultant to the Commission hereunder is that of an independent contractor, and the Consultant, except to the extent expressly provided to the contrary in this Agreement, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an Agreement of partnership, joint venture, or agency.
18. **Miscellaneous.**
 - a. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.
 - b. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.
 - c. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Consultant under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Consultant is not in default of any obligation of the Consultant hereunder, the Commission shall pay to the Consultant, according to the terms hereof, all compensation and reimbursements due to the Consultant for periods up to the effective date of suspension.
 - d. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.
 - e. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
 - f. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Consultant at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Consultant may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.
 - 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.

TERMS AND CONDITIONS

- h. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- i. **Consultant's Authority.** Execution of this Agreement by the Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

SCOPE OF SERVICES

(Attached and Incorporated Hereto)

SECTION III SCOPE OF SERVICES

A. INTRODUCTION

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

The PBC is currently soliciting qualifications and proposals from firms interested in providing Comprehensive Digital Construction Document Printing Services ("Construction Printing Services") to the PBC.

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

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

B. INTENT

The intent of this Request for Proposals ("RFP") is to identify and prequalify printing firms to provide cost-effective, high-quality, construction blueprint services in a timely, efficient manner. The Commission will generate a pool of firms to perform the Construction Printing Services. Qualified firms interested in submitting proposals to provide such services are required to follow the guidelines and instructions contained in this RFP. The PBC, at its sole discretion, may choose to retain one or more firms to perform the Construction Printing Services.

C. SCOPE OF SERVICES – ISSUE FOR BID

The successful Respondent(s) will enter into a term agreement with the PBC. When Construction Printing Services are required, a Task Order will be executed for a Not-to-Exceed amount, on a project-by-project basis.

Respondent(s) will provide the PBC with various Construction Printing Services consisting of the following generalized categories and descriptions. Construction Printing Services will include, but not be limited to the following:

1. Issue For Bid Documents

During the Bid Phase, the Commission will require that the Respondent print, bind, deliver and/or email 'Issue To Bid' documents to individuals listed on the PBC Distribution List which will be attached to the Task Order. (Refer to Exhibit 1 Sample PBC Task Order and PBC Distribution List)

Issue for Bid Documents are comprised of the following documents ("Book 1" and "Book 2"), specifications ("Book 3"), and/or the Architectural Drawings (the "Drawings").

a. Book 1 – Instruction for Bidders

The PBC's Book 1 is the document that provides Bidders with instructions on how to submit construction bids to the PBC.

Book 1 shall be printed on white, 8 ½ X 11 paper and shall be printed double-sided. The document must be assembled between one sheet of white or light grey card stock as the cover page and one sheet of white or light grey card stock as the back page, and then securely bound with three (3) metal screw posts to the left of the document at the openings of a 3-hole punch insert. (Refer to Figure 1.C.1.a - Metal Screw Post below to view a sample of the type of screw post required.)

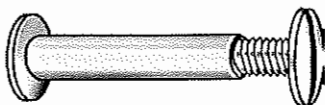


Figure 1.C.1.a – Metal Screw Post

Book 1 specifications and requirements are as follows:

| | |
|-----------------------------|---|
| Approximate No. of Pages: | 40-70 pages (may vary by project) |
| Printing Requirements: | Double-sided |
| Paper Color: | White, Bright White, Extra White or Premium White |
| Print Color: | Black and White (or Color as directed by PBC) |
| Paper Weight/Thickness: | Minimum of 20lb/75gm |
| Paper Size: | 8 ½ X 11 |
| Cover Page and Back Page: | 8 ½ X 11, White or Light Grey Card Stock |
| Binding Type/Location: | Metal Screw Posts, standard 3-whole punch, left |
| Metal Screw Post Color: | Silver, Aluminum, or Steel |
| Environmental Requirements: | At least 25% must be recycled paper products |

b. Book 2 – Standard Terms and Conditions for Construction Contract

The PBC's Book 2 is the document that outlines the Contractor's Duties and Responsibilities while performing construction services for the PBC.

Book 2 shall be printed on white, 8 ½ X 11 paper and shall be printed double-sided. The document must be assembled between one sheet of white card stock as the cover page and one sheet of white card stock as the back page, and then securely bound with three (3) metal screw posts to the left of the document at the openings of a 3-hole punch insert. (Refer to Figure 1.C.1.a - Metal Screw Post above)

Book 2 specifications and requirements are as follows:

| | |
|-----------------------------|---|
| Approximate No. of Pages: | 20-200 pages (may vary by project) |
| Printing Requirements: | Double-sided |
| Paper Color: | White, Bright White, Extra White or Premium White |
| Print Color: | Black and White (or Color as directed by PBC) |
| Paper Weight/Thickness: | Minimum of 20lb/75gm |
| Paper Size: | 8 ½ X 11 |
| Cover Page and Back Page: | 8 ½ X 11, White or Light Grey Card Stock |
| Binding Type/Location: | Metal Screw Posts, standard 3-whole punch, left |
| Metal Screw Post Color: | Silver, Aluminum, or Steel |
| Environmental Requirements: | At least 25% must be recycled paper products |

c. Book 3 – Technical Specifications

The PBC's Book 3 is the document that outlines the scope of work to be performed on a construction project (also referred to as the Technical Specifications). Technical Specifications may consist of one or more books, commonly referred to as 'Volumes'.

Each Volume, whether one or more, shall be printed on white, 8 ½ X 11 paper and must be printed double-sided. The document must be assembled between one sheet of white or light grey card stock as the cover page and one sheet of white or light grey card stock as the back page, and then securely bound with three (3) metal screw posts to the left of the document at the openings of a 3-hole punch insert. (Refer to Figure 1.C.1.a - Metal Screw Post above)

Book 3 specifications and requirements are as follows:

| | |
|--------------------------------------|---|
| Approximate No. of Pages per Volume: | 50-500 pages (may vary by project) |
| Printing Requirements: | Double-sided |
| Paper Color: | White, Bright White, Extra White or Premium White |
| Print Color: | Black and White (or Color as directed by PBC) |
| Paper Weight/Thickness: | Minimum of 20lb/75gm |
| Paper Size: | 8 ½ X 11 |
| Cover Page and Back Page: | 8 ½ X 11, White or Light Grey Card Stock |
| Binding Type/Location: | Metal Screws, standard 3-whole punch, left |
| Binding Size: | Volume(s) must not exceed one ream of paper (approximately 500 pages) |
| Metal Screw Post Color: | Silver, Aluminum, or Steel |
| Environmental Requirements: | At least 25% must be recycled paper products |

d. Drawings

The PBC Drawings provide the Bidder with the architect's visual direction for the construction of the project.

PBC Drawings must be printed on white, bond printing paper and must be printed single-sided.

The document must be bound by commonly used white, wrap-around paper and stapled; however, the thickness of a set of drawings will vary by project. Should a set of drawings exceed stapling capacity (whether Standard or Heavy-Duty), Respondent is to bind the drawings using Metal Screw Posts (Refer to Figure 1.C.1.a - Metal Screw Post above)

The Commission may require printing of drawings in various architectural scale sizes. The Commission will identify the architectural drawing size when issuing a Task Order.

Drawings specifications and requirements are as follows:

| | |
|-----------------------------|---|
| Approximate No. of Pages: | 5-250 pages (may vary by project) |
| Copying requirements: | Single-sided |
| Paper Color: | White |
| Print Color: | Black and White (or Color as directed by PBC) |
| Paper Thickness: | Minimum of 20lb/75gm |
| Paper Size: | Varies |
| Cover Page and Back Page: | None |
| Binding Type/Location: | Wrap-around paper, stapled, on left or use of Metal Screw Posts may be required |
| Binding Size: | Varies |
| Environmental Requirements: | At least 25% must be recycled paper products |

e. Addendums

An Addendum is the correspondence or notice issued to Bidders by the Commission announcing any changes (clarifications, additions, deletions, and/or revisions) to the Issue for Bid Documents or Procurement process during the Bidding Phase. The number of Addendums issued on a project may vary by project or, in some instances, none may be issued.

Generally, Addendums are smaller documents comprised of approximately 1 – 150 pages. Addendums are issued via email by the Commission's Contract Officer to all Prequalified Bidders. However, Respondent may be required to electronically transmit (via email) an Addendum to select individuals listed on the PBC Distribution List.

Should printing and hard-copy delivery of an Addendum be required, Addendum specifications and requirements are as follows:

| | |
|-----------------------------|--|
| Approximate No. of Pages: | 1-150 pages |
| Printing requirements: | contingent upon content of Addendum (as directed by PBC) |
| Paper Color: | White, Bright White, Extra White or Premium White |
| Print Color: | Black and White (or Color as directed by PBC) |
| Paper Weight/Thickness: | Minimum of 20lb/75gm |
| Paper Size: | Varies by content |
| Cover Page and Back Page: | None |
| Binding Type: | Staple, top-left corner |
| Environmental Requirements: | At least 25% must be recycled paper products |

2. Online Document Management

The Commission shall require Respondents have an online document management system (the "Online Planroom") for online viewing and/or downloading by the general public.

Respondents shall be required to post all Issue for Bid Documents, and any corresponding Addendum(s), in PDF format, on Respondent's Online Planroom and categorized as a 'Public' project. Respondents must allow Commission's Representative to upload directly onto the Online Planroom and must allow 24-hour access to the general public for online takeoffs when printing or ordering documents is not required.

The Commission shall request, from time to time, or upon submission of invoice, a report detailing specific information related to the Planholders List or the Services in general. Therefore, Respondents must have the capacity and ability to track and provide detailed summaries of all orders placed, including identifying all activities related to the distribution of plans (ie. emails,

copies, scans, printing, pick-up and delivery, time, etc.) Respondents must maintain a chronological, centralized file for all project documentation and must maintain an up-to-date Planholders List.

3. Electronic Format and Electronic Transmission

The Commission will require Respondents to provide Issue for Bid Documents to individuals or firms by either uploading them onto a CD, DVD, or USB Drive, electronic download, and/or via email. Respondents must have the capacity to scan, transfer and upload Issue for Bid Documents onto a CD, DVD, or USB Drive, electronic download, and email Issue for Bid Documents as specified in the PBC Distribution List.

4. Transportation and Delivery

Respondents shall be required to deliver Issue for Bid Documents to individuals or firms, as specified in the PBC Distribution List, billable to the Commission. Typically, delivery of Issue for Bid Documents must be performed within 24 hours of the designated day for release of bid.

D. SCOPE OF SERVICES – ADDITIONAL PRINTING SERVICES

In addition to the services outlined above, the Commission may require additional printing-related services on an as-needed basis. Description of services is as follows:

1. Printing

The Commission may require additional printing services including, but not limited to: company letterhead, envelopes, pamphlets, posters, banners, custom, or other small or large digital format print.

Respondents must have the capacity to print documents of varying sizes, in black and white and color.

2. Binding

The Commission may require binding of different material such as books, pamphlets, or other Supplemental Issue for Bid Documents.

Respondents must have the capacity to bind utilizing any of the various binding methods listed below:

- Saddle-stitching
- Perfect Bound (paperback binding)
- Plastic Grip
- Section Sewn
- Wire Bound
- Cased-in Wire
- Spiral (or Coil) Bound
- Pamphlet
- Screw-post
- Tape Bound
- Comb (or Plastic) Bound
- Hard-covered (or Case) Bound
- Metal Fasteners
- Staples

3. Electronic Format and Electronic Transmission

The Commission may require Respondents to scan, upload, or convert documents into electronic format.

Respondents must have the capacity to scan and/or upload documents and drawings of various sizes onto a CD, DVD, and/or USB Drive and have the capacity to email large documents.

Respondents must have the capacity to scan and/or upload in color, if directed by PBC.

4. Pick-up and Delivery

The Commission may require Respondents to pick-up and/or deliver packages throughout Chicago and the Chicagoland area. Orders may be subject to a Rush (usually within 1-4 hours), Same-day or up to Two-day turnaround delivery time-frame.

Respondents must have the capacity and ability to coordinate pick-ups and deliveries in a timely manner, as directed by PBC.

All packages, boxes, and cartons shall be labeled as to contents, requisition number, project name and number and requester name.

Respondents utilizing in-house drivers must provide insurance as requested in Exhibit E – Insurance Requirements and require their drivers have a valid Driver's License, registration and current insurance card. Vehicles utilized for pickup and delivery must be in proper working condition. Proof of Insurance, Driver's License and Vehicle Title and Registration will be subject to inspection by the PBC at any time.

E. ADDITIONAL CONTRACT REQUIREMENTS

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

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

Document quality must meet the highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the Commission and Commission Authorized Representative. Proofs may be required and are subject to Commission approval.

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

Any designs, drawings, pictures, blueprints, etc. provided by the Commission and/or the Authorized Commission Representatives for use in production of printed material involves property rights of the Commission and shall be held as confidential by the Respondent(s).

Issue for Bid Documents must be provided to individuals, as listed on the PBC Distribution List, billable to the Commission. Individuals or firms listed on the PBC Distribution List requesting services not specified on the PBC Distribution List are to be billed separately unless otherwise authorized by a Commission Representative. Individuals or firms requesting services that do not appear on the PBC Distribution List are to be billed directly and are not to be considered a part of the Task Order.

F. TERM

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

SCHEDULE A – COST PROPOSAL

(Attached and Incorporated Hereto)

SCHEDULE A

Cost Proposal

(Best and Final Offer)

(ATTACHED HERETO AND INCORPORATED HEREIN)

I. COST FOR CONSTRUCTION PRINTING SERVICES

Provide cost as requested.

| | |
|---|--|
| PRINTING | |
| Please note: | |
| 1. Pricing is required for Printing Services requested below. | |

| LINE # | DESCRIPTION OF PRINTNG SERVICES | UOM | COST per UOM | |
|--------|---|----------------------|-----------------|--------|
| 1 | Letter – 8 ½ x 11 – Black & White (B&W) - Cardstock | Per Sheet | \$ | N/A |
| 2 | Letter – 8 ½ x 11 – Color – Cardstock | Per Sheet | \$ | |
| 3 | Letter – 8 ½ x 11 – B&W (double-sided) | Per Sheet | \$ | \$0.12 |
| 4 | Letter – 8 ½ x 11 – Color (double-sided) | Per Sheet | \$ | \$0.90 |
| 5 | Legal – 8 ½ x 14 – B&W | Per Sheet | \$ | \$0.10 |
| 6 | Letter – 8 ½ x 11 – B&W (single-sided) | Per Sheet | \$ | \$0.60 |
| 7 | Letter – 8 ½ x 11 – Color (single-sided) | Per Sheet | \$ | \$0.45 |
| 8 | Legal – 8 ½ x 14 – Color | Per Sheet | \$ | \$0.70 |
| 9 | Ledger – 11 x 17 – B&W | Per Sheet | \$ | \$0.13 |
| 10 | Ledger – 11 x 17 – Color | Per Sheet | \$ | \$0.75 |
| 11 | Bond – Half-size – B&W | 1-5,000 sq ft | \$ | \$0.22 |
| 12 | | 5,001-10,000 sq ft | \$ | \$0.20 |
| 13 | | 10,001 sq ft & above | \$ | \$0.16 |
| 14 | Bond – Half-size – Color (Full) | 1-5,000 sq ft | \$ | \$0.90 |
| 15 | | 5,001-10,000 sq ft | \$ | \$0.65 |
| 16 | | 10,001 sq ft & above | \$ | \$0.60 |
| 17 | Bond – Half-size – Color (Red-Line) | 1-5,000 sq ft | \$ | \$0.90 |
| 18 | | 5,001-10,000 sq ft | \$ | \$0.65 |
| 19 | | 10,001 sq ft & above | \$ | \$0.60 |
| 20 | Bond – 24x36 – B&W | 1-5,000 sq ft | \$ | \$0.16 |
| 21 | | 5,001-10,000 sq ft | \$ | \$0.12 |
| 22 | | 10,001 sq ft & above | \$ | \$0.10 |
| 23 | Bond – 24x36 – Color (Full) | 1-5,000 sq ft | \$ | \$0.90 |
| 24 | | 5,001-10,000 sq ft | \$ | \$0.65 |
| 25 | | 10,001 sq ft & above | \$ | \$0.60 |
| 26 | Bond – 24x36 – Color (Red-Line) | 1-5,000 sq ft | \$ | \$0.90 |
| 27 | | 5,001-10,000 sq ft | \$ | \$0.65 |
| 28 | | 10,001 sq ft & above | \$ | \$0.60 |
| 29 | Bond – 42x30 – B&W | 1-5,000 sq ft | \$ | \$0.16 |
| 30 | | 5,001-10,000 sq ft | \$ | \$0.12 |
| 31 | | 10,001 sq ft & above | \$ | \$0.10 |
| 32 | Bond – 42x30 – Color (Full) | 1-5,000 sq ft | \$ | \$0.90 |
| 33 | | 5,001-10,000 sq ft | \$ | \$0.65 |
| 34 | | 10,001 sq ft & above | \$ | \$0.60 |
| 35 | Bond – 42x30 – Color (Red-Line) | 1-5,000 sq ft | \$ | \$0.90 |
| 36 | | 5,001-10,000 sq ft | \$ | \$0.65 |
| 37 | | 10,001 sq ft & above | \$ | \$0.60 |

BINDING

Please note:

1. Pricing is not required for all binding types. If your firm does not offer a particular binding type, please indicate so by placing 'N/A' in the spaces provided.

| LINE # | DESCRIPTION OF BINDING TYPE | Cost for Up to 100 pages | Cost for Up to 250 pages | Cost for Up to 500 pages |
|--------|-----------------------------------|-----------------------------|-----------------------------|-----------------------------|
| 38 | Saddle-stitching | \$ 3.50 | \$ 3.80 | \$ 4.50 |
| 39 | Perfect Bound (paperback binding) | \$ 3.50 | \$ 3.80 | \$ 4.50 |
| 40 | Plastic Grip | \$ 2.00 | \$ 2.00 | \$ 2.00 |
| 41 | Section Sewn | \$ N/A | \$ N/A | \$ N/A |
| 42 | Wire Bound | \$ 3.50 | \$ | \$ 4.50 |
| 43 | Cased-in Wire | \$ N/A | \$ N/A | \$ N/A |
| 44 | Spiral (or Coil) Bound | \$ 3.50 | \$ 3.80 | \$ 4.50 |
| 45 | Pamphlet | \$ N/A | \$ N/A | \$ N/A |
| 46 | Screw-post | \$ 1.50 | \$ 1.50 | \$ 1.50 |
| 47 | Tape Bound | \$ 3.50 | \$ 3.80 | \$ 4.50 |
| 48 | Comb (or Plastic) Bound | \$ 3.50 | \$ 3.80 | \$ 4.50 |
| 49 | Hard-covered (or Case) Bound | \$ N/A | \$ N/A | \$ N/A |
| 50 | Metal Fasteners | \$ 1.00 | \$ 1.00 | \$ 1.00 |
| 51 | 1-Staple | \$ 0.05 | \$ 0.05 | \$ 0.05 |
| 52 | 2-Staple | \$ 0.10 | \$ 0.10 | \$ 0.10 |
| 53 | 2-hole punch | \$ 0.10 | \$ 0.10 | \$ 0.10 |
| 54 | 3-hole punch | \$ 0.02 | \$ 0.02 | \$ 0.02 |

SCAN / INDEX / PUBLISH

Please note:

1. Pricing for all services noted below is required. If your firm does not offer a particular service, please indicate so by placing 'N/A' in the space provided.

| LINE # | DESCRIPTION OF SERVICE | UOM | COST per UOM |
|--------|--|----------------------|-----------------|
| 55 | Scan to Print – Letter – 8 ½ x 11 | Per Sheet | \$ 0.10 |
| 56 | Scan to Print – Legal – 8 ½ x 14 | Per Sheet | \$ 0.10 |
| 57 | Scan to Print – Ledger – 11 x 17 | Per Sheet | \$ 0.10 |
| 58 | Scan to Print – Bond | 1-5,000 sq ft | \$ 1.00 |
| 59 | | 5,001-10,000 sq ft | \$ 1.00 |
| 60 | | 10,001 sq ft & above | \$ 1.00 |
| 61 | Scan/Index/Publish Fee – Letter – 8 ½ x 11 | Per Sheet | \$ 0.15 |
| 62 | Scan/Index/Publish Fee – Legal – 8 ½ x 14 | Per Sheet | \$ 0.15 |
| 63 | Scan/Index/Publish Fee – Ledger – 11 x 17 | Per Sheet | \$ 0.15 |
| 64 | Scan/Index/Publish Fee – Bond | 1-5,000 sq ft | \$ 1.50 |
| 65 | | 5,001-10,000 sq ft | \$ N/A |
| 66 | | 10,001 sq ft & above | \$ N/A |

BURNS / DOWNLOADS / MANAGEMENT

Please note:

1. Pricing for all services noted below is required. If your firm does not offer a particular service or product, please indicate so by placing 'N/A' in the spaces provided.

| DESCRIPTION OF SERVICES | COST (ea.) |
|-------------------------|------------|
| Burn – CD | \$ 10.00 |
| Burn – DVD | \$ 10.00 |
| Upload – USB | \$ 15.00 |
| Download/Retrieval Fee | \$ 6.00 |
| Project Management Fee | \$ 200.00 |

DELIVERY METHOD

Please note:

1. Pricing for all delivery methods is required.

| DESCRIPTION OF SERVICES | UOM | COST |
|--|--|--------------|
| Electronic Download of IFB Documents by PBC Designated Recipients* | ea. | \$ 10.00 |
| Pick-Up & Delivery within City of Chicago Limits | <input checked="" type="checkbox"/> Flat Rate <input type="checkbox"/> Miles <input type="checkbox"/> Other: _____ | \$ 7.00 |
| Pick-Up & Delivery to Surrounding Suburbs/Communities | <input type="checkbox"/> Flat Rate <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Other: _____ | \$ 1.30/mile |
| Rush Delivery within City of Chicago Limits | <input type="checkbox"/> Flat Rate <input type="checkbox"/> Miles <input type="checkbox"/> Other: _____ | \$ 12.00 |
| Rush Delivery to Surrounding Suburbs/Communities | <input type="checkbox"/> Flat Rate <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Other: _____ | \$ 2.60/mile |

* Cost to PBC for download of an Electronic Set of IFB Documents by PBC Designated Recipients only.

II. COST FOR ADDITIONAL PRINTING SERVICES

Cost for services not identified above will be requested on a Task-Order Basis.

- a. Should Firms have a company catalog, brochure and/or price list identifying pricing for all or various services, provide discounted percentage off of catalog/brochure/price list. _____ 0%
 (Attach Catalog/Brochure/Price List)

FIRM EXPERIENCE AND KEY PERSONNEL

(Attached and Incorporated Hereto)

Technical Competence

Cushing has 89 years of experience in providing high volume construction printing services. In its third generation, Cushing is a Woman Owned Business (WBE) corporation run by President Cathleen Cushing Duff. Cushing has over 40 employees working out of our headquarters in River North. In the 89 years that Cushing has served Chicago's metropolitan area it has introduced a number of innovative reprographic solutions, including the introduction of overlay drafting (in the 1960s) and electronic file transfer (in the 1980s) for CAD plotting.

Today, Cushing is fully immersed in digital technology, scanning, web-based document management, on-line file transfer and job submission, document distribution/fulfillment, facilities management, specialty printing and environmental display graphics.

Cushing is a member, founder and active participant of ReproMAX, an international network of graphic imaging service bureaus with over two hundred partners worldwide. ReproMAX is dedicated to industry education and promoting excellence and holds its members to strict industry standards. ReproMAX partners have access to the best technical training and products in the industry. If Cushing or a ReproMAX partner could not fill a need, we have the capacity to employ adequately qualified and experienced Key Personnel, as needed, to provide Services.

Cushing has an excellent track record of providing a wide range of customized reprographic services for a number of high profile construction projects. They include The Cook County Stroger Hospital, Northwestern Memorial Hospital Redevelopment, ABN/AMRO Headquarters, Rush University Medical Center and the Blue Cross/Blue Shield Building. Cushing's staff has extensive experience in managing multiple drawing issues and document distribution.

Cushing has an outstanding reputation with Chicago's leading A/E/C firms for providing on-site services. As an integral partner with your firm, Cushing can provide the experience, knowledge and the quality services needed to meet today's fast paced design environment.

- **Full Color Digital Services**
 - Small and wide format color output
 - Mounting and Finishing Services
- **Black and White Digital Services**
 - Plotting and project coordination
 - Large format construction printing
 - CAD Conversion
 - Scanning and archiving services
 - CD duplication
 - Distribution Services
- **High Speed Copies**
 - Spec Book Printing
 - Color Copies
 - Binding
- **Comprehensive On-Site Service Programs**
- **Technical Support and Training**
 - Océ equipment
 - HP PageWide 8000 XL
 - ReproDesk/Apprentice software
 - Océ Publisher /Client Tools software
 - PlotWorks software by PLP
- **Online services**
 - DFS: Document Fulfillment System
 - Project Web Portals and Project Collaboration
 - Document Management
- **ReproMAX Affiliate**

Experience of Key Personnel

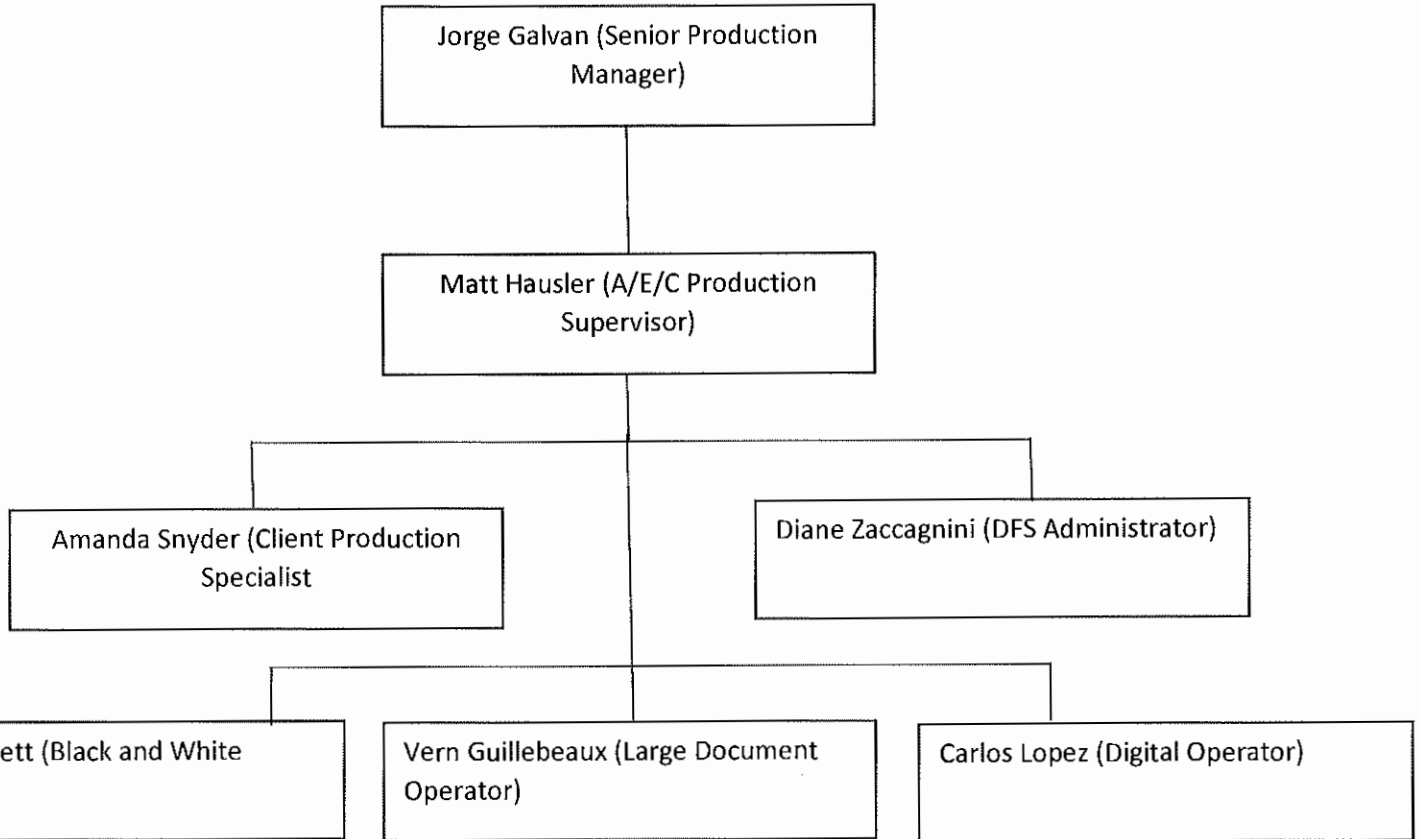
Joseph X. Cushing - Executive Vice President

Mr. Cushing graduated from Indiana University with a Bachelor of Science degree in Quantitative Business Analysis in 1985 and has been employed at Cushing since 1985. Hired to direct the Data Processing Department, he moved into the Sales Department in 1987. He was named Sales Manager in 1991, and Executive Vice President in 2000. Working closely with his sister Cathleen Cushing Duff, Mr. Cushing has been identified as the person who will succeed her as President of the Company. Within the reprographics industry, Mr. Cushing has served on the Board of Directors of the North Central Reprographics Association, as President in 2001. He currently sits on the Board of Directors of the ReproMAX organization. He has been active in the Chicago Chapter of the Society for Marketing Professional Service, serving as President from 1995-97. He is also active with numerous charities, including March of Dimes, City of Hope, Marwen Foundation, Flags for Kids committee to support victims of the September 11th attacks, and has spent time working for the Marillac House, The LaSalle Street Foundation, Fra Angelico Art Foundation and others.

Jorge Galván – Senior Production Manager

Mr. Galván started at Cushing 28 years ago after completing an engineering software applications program at DeVry Institute. Beginning with the early applications for CAD plotting, he has mastered the technology for imaging large format documents and has a thorough understanding of file and application formats (TIF, PDF, DWF, PLT, etc.). He participates in ongoing training programs for all on-site services accounts as well as the digital production and asset management areas of Cushing. He is the overall manager of all production processes and team members in our company.

Organization Chart





To all to whom these Presents Shall Come, Greeting:

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

CUSHING AND COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 25, 1929, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 29TH day of JANUARY A.D. 2018 .



Jesse White

SECRETARY OF STATE

Authentication #: 1802902544 verifiable until 01/29/2019
Authenticate at: <http://www.cyberdriveillinois.com>

CITY OF CHICAGO

LICENSE CERTIFICATE NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME CUSHING & COMPANY
DBA: CUSHING & COMPANY
AT: 420 W. HURON ST.
CHICAGO, IL 60610-8475

PRINTED ON:
08/05/2016

LICENSE NO. 1474663 CODE: 1010 FEE \$****250.00
LICENSE: Limited Business License
PRESIDENT: CATHLEEN CUSHING DUFF
SECRETARY: JOSEPH X. CUSHING

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF
THIS 15 DAY OF SEPTEMBER, 2016

ATTEST: EXPIRATION DATE: September 15, 2018



Rahm Emanuel
MAYOR
ACCOUNT NO. 2907 SITE: 3
TRANS NO.

Suzanne Mendez
CITY CLERK



THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES

Past Performance

1. United Airlines Terminal 2 Hydrant Fuel System (2016)
 - a. For the United Airlines Terminal 2 Hydrant Fuel System project, Cushing set all files up electronically, making sure all drawings were the same size, orientation and appropriately collated. We stored these files electronically on our FTP site for clients to view and order as they pleased.
2. Minnie Mars Jamieson Elementary School Annex & Renovation (PUBLIC BLDG. COMM 2015)
 - a. Cushing provided a variety of services for the Minnie Mars Jamieson Elementary School Annex & Renovation project. We stored documents digitally for the customer and bidders to view or order. We also provided CAD plotting services, scanned and reproduced both small documents and full-sized drawings, and printed full and half-sized original drawings.
3. Columbia Explorers Elementary Academy Modular Southwest Area School (PUBLIC BUILDING COMMISSION CHICAGO - 2018)
 - a. During the Columbia Explorers Elementary Academy Modular Southwest Area School project, Cushing partnered with PBCC to produce an assortment of physical and digital products. We set up files electronically so that all were collated, sized and aligned correctly. We stored and distributed these documents on CD's and USB's. Cushing also scanned, reproduced and printed original full and half-size bound documents
4. Edgewater Branch Library (2011)
 - a. Cushing provided a range of large document printing, small document jobs, and digital copies for the Edgewater Branch Library project. We set up all files electronically, so they were organized and easy to view. Cushing also printed and bound drawings in full and half-sizes and produced bound specification books with specialty folds. We also assisted with CD copies of this information.
5. Engine 16 (PUBLIC BLDG. COMM 2011)
 - a. Cushing provided CAD plotting services for the Engine 16 project. We also produced bound, full-size drawings, spec books, and bid sets.

EXHIBIT A – LEGAL ACTIONS

(Attached and Incorporated Hereto)

EXHIBIT A – LEGAL ACTIONS

FIRM NAME Cushing

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

(Attached and Incorporated Hereto)

EXHIBIT B – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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

The undersigned Cathleen Cushing Duff as President
Name Title

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

| RESPONDENT | | | |
|--|--|-------------------|---------------------|
| Name of Firm: | <u>Cushing</u> | | |
| Address: | <u>213 W. Institute Pl., Suite 200</u> | | |
| City/State/Zip: | <u>Chicago, IL 60610</u> | | |
| Telephone: | <u>312-266-8228</u> | Facsimile: | <u>312-266-8059</u> |
| FEIN: | <u>36-0969500</u> | SSN: | |
| Email: | <u>cduff@cushingco.com</u> | | |
| 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: _____ |

EXHIBIT B – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

| | | |
|---|--|---|
| State of Incorporation or Organization: | | IL |
| If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois: | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| City/State/ZIP: | Chicago, IL 60610 | |
| Telephone: | 312-266-8228 | |
| Identify the names of all officers and directors of the business entity. (Please attach list if necessary.) | | |
| Name | Title | |
| Cathleen Cushing Duff | President | |
| Joseph X. Cushing | Executive Vice President | |
| Brian Burke | Asset Manager | |
| | | |
| Identify all shareholders whose Ownership percentage exceeds 7.5% of the business entity. (Please attach list if necessary.) | | |
| Name | Address | Ownership Interest Percentage |
| Cathleen Cushing Duff | 6815 N Milwaukee ^{Niles, IL} | 54 % |
| Joseph X Cushing | 9215 Lincoln, Park Ridge, IL | 23 % |
| Margaret Burke | 129 N Prospect, Park Ridge, IL | 23 % |
| | | |
| LLC's only, indicate Management Type and Name: | | |
| <input type="checkbox"/> Member-managed | <input type="checkbox"/> Manager-managed | Name: |
| Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <p><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></p> | | |

EXHIBIT B – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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

C. SOLE PROPRIETORSHIP

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

EXHIBIT B – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

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

EXHIBIT B – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

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

EXHIBIT B – DISCLOSURE AFFIDAVIT

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

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

D. OTHER TAXES/FEEES

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

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

EXHIBIT B – DISCLOSURE AFFIDAVIT

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

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

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

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

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

I. VERIFICATION

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

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

Cathleen Cushing Duff

Signature of Authorized Officer

Cathleen Cushing Duff

Name of Authorized Officer (Print or Type)

President

Title

312-266-8228

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 31st day of July, 2018 by
Cathleen Cushing Duff (Name) as President (Title) of
Cushing Company (Bidder/Proposer/Respondent or Contractor)

Demetrius Calhoun
Notary Public Signature and Seal

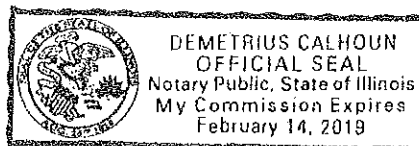


EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

(Attached and Incorporated Hereto)

EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

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

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description of goods or services to be provided under Contract:

Name of Consultant:

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

Retained Parties:

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

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

The Consultant understands and agrees as follows:

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

EXHIBIT C – DISCLOSURE OF RETAINED PARTIES

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

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

Cathleen Cushing Duff
Signature

7/31/2018
Date

Cathleen Cushing Duff
Name (Type or Print)

President
Title

Subscribed and sworn to before me

this 31st day of July 2018

[Signature]
Notary Public

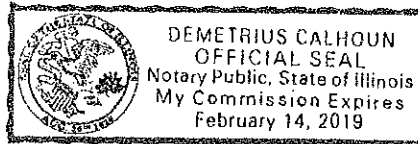


EXHIBIT D – SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

(Attached and Incorporated Hereto)

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

1. Policy Statement

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

2. Aspirational Goals

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

3. Definitions

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

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

4. Determining MBE/WBE Utilization

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

WBE ownership percentage.

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

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

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the Commission's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-bid conference;
 - (2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.
 - (3) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues

oriented toward and minority and woman-oriented;

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

8. Established Business Participation in the MBE and WBE Procurement Program

- a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:
 - (1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;
 - (2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
 - (3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.
- b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

- a. If the Contractor cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director shall consider, at a minimum, the Contractor's efforts to do the following:
 - (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.
 - (4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate cases for rejecting or not soliciting bids to meet the goals.
 - (5) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.
 - (6) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a

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

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

10. Reporting and Record-Keeping Requirements

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

11. Disqualification of MBE or WBE

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

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

12. Prohibition On Changes To MBE/WBE Commitments

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

13. MBE/WBE Substitution Requirements and Procedures

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

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

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

14. Non-Compliance

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

15. Severability

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

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SCHEDULE B
Joint Venture Affidavit

(SCHEDULE FOLLOWS)

SCHEDULE B
Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

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

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

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

SCHEDULE B
Joint Venture Affidavit (2 of 3)

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

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

1. Financial decisions

2. Management decisions such as:

a. Estimating

b. Marketing and Sales

c. Hiring and firing of management personnel

d. Other

3. Purchasing of major items or supplies

4. Supervision of field operations

5. Supervision of office personnel

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

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

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

SCHEDULE B
Joint Venture Affidavit (3 of 3)

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

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

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

On this _____ day of _____, 20____
before me appeared (Name)

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

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

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

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

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

SCHEDULE C

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

(SCHEDULE FOLLOWS)

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

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

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

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

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

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

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

BY:

Name of MBE/WBE Firm (Print)

Date

Phone

Signature

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation

(SCHEDULE FOLLOWS)

SCHEDULE D

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

Name of Project: _____

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

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

_____ Title and duly authorized representative of

_____ Name of Professional Service Provider whose address is

_____ in the City of _____, State of _____

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

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

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

SCHEDULE D

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

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

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

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

EXHIBIT E – INSURANCE REQUIREMENTS

(Attached and Incorporated Hereto)

EXHIBIT E

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 \$1,000,000,000 each accident, illness or disease

2. Commercial General Liability

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago and any other User Agency or Owner must be named as Additional Insured 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, the Board of Education of the City of Chicago and the City of Chicago and any other User Agency or Owner must be named as Additional Insured on a primary, non-contributory basis.

4. Professional Liability

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

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 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 Commission, the Board of Education of the City of Chicago the City of Chicago and any other User Agency or Owner or 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 Commission, the Board of Education of the City 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/4/2019

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

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

| PRODUCER HOHENADEL INSURANCE GROUP, INC 8 West Campbell Arlington Heights IL 60005 | CONTACT NAME: T. J. Hohenadel PHONE (A/C, No, Ext): (847) 259-4500 FAX (A/C, No): (847) 259-4556 E-MAIL ADDRESS: tj@higteam.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|--|---|-------|--|-------|---|-------|------------|--|------------|--|
| INSURED Cushing & Company, Inc. 213 W Institute Pl., Suite 200 Chicago IL 60610 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER D: Accident Fund Insurance Company of</td> <td>10166</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Travelers Insurance Company | | INSURER B: Travelers Indemnity Co of CT | 25682 | INSURER C: Travelers Indemnity Company | 25658 | INSURER D: Accident Fund Insurance Company of | 10166 | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
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| INSURER D: Accident Fund Insurance Company of | 10166 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 2014 Master Liability **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|---|------------------------------|--------------------|-------------------------|-------------------------|---|--------------|
| A | GENERAL LIABILITY | | | 6605248C171-TIA-14 | 7/24/2018 | 7/24/2019 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> POLICY | <input type="checkbox"/> PROJECT | <input type="checkbox"/> LOC | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| L | AUTOMOBILE LIABILITY | | | BA-6674C796-14-SEL | 7/24/2018 | 7/24/2019 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | Medical payments | \$ 5,000 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | | CUP-4524Y597-14-42 | 7/24/2018 | 7/24/2019 | EACH OCCURRENCE | \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE | \$ 5,000,000 |
| | <input type="checkbox"/> DED | <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| I | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | RCV5002013 | 8/19/2018 | 8/19/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | N/A | | | | E.L. EACH ACCIDENT | \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| A | Property | | | 6605248C171-TIA-12 | 7/24/2018 | 7/24/2019 | RC Special Form BPP | \$5,346,000 |
| | E&O Liability | | | SGC0553801 | 7/24/2018 | 7/24/2019 | Limit | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 -hereby waives and agrees to require their insurers to waive their rights of subrogation against the Commission, the Board of Education of the City of Chicago the City of Chicago and any other User Agency or Owner or their respective Board members, employees, elected and appointed officials, and representatives.
 -provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

| | |
|---|--|
| CERTIFICATE HOLDER Public Building Commission Procurement Department APPROVED Richard J. Daley Center JLB Room 200 Chicago, IL 60602 2/22/2019 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

COMMENTS/REMARKS

-The Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago and any other User Agency or Owner, are named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.